

PLEASANT VALLEY
RECREATION & PARK DISTRICT

BOARD OF
DIRECTORS

BOARD
MEETING AGENDA

Thursday, Sept. 6, 2018

Regular Meeting 6:00 PM

Closed Session 5:00 PM

**CITY HALL COUNCIL CHAMBERS
601 CARMEN DRIVE**

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
September 6, 2018**

5:00 P.M. CLOSED SESSION

A. 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.

6:00 P.M. REGULAR MEETING NEXT RESOLUTION #600

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

5. PRESENTATIONS

- A.** District Highlights
- B.** Community Band

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 Special Board Meeting of June 28, 2018 and Regular Board Meeting of July 5, 2018**
Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

Approval of District's disbursements dated on or before August 28, 2018.

C. Financial Report

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for June 30 and July 31, 2018.

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

GreenPlay LLC has completed its report on the Senior and Community Needs Assessment Study. Approval accepts the findings of the Study and reauthorizes the Liaison Committee to continue meeting on the topic.

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

Approval endorses staff to apply for the Habitat Conservation Fund grant in FY 18-19.

F. Review and Approval of Surplus Supplies and Equipment List

Approval of the list is required prior to the disposition of listed surplus items.

8. NEW ITEMS - DISCUSSION/ACTION

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

Springville Dog Park needs a retaining wall to prevent further deterioration of the reservoir hillside.

Suggested Action: A MOTION 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.

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

Staff is requesting approval to begin the public bid process for the Freedom Park Renovation Project.

Suggested Action: A MOTION to Approve the plans and specifications for the Freedom Park Renovation project and authorize staff to initiate the public bidding process.

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

Natural Structures has submitted options for pool slide component replacement at the Aquatic Center.

Suggested Actions: A MOTION to Approve and authorize the General Manager to enter into an agreement with Natural Structures to purchase and install the necessary pool slide tower replacement parts to maintain its structural integrity.

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

Approval authorizes District staff to advertise for proposals for the resurfacing of the Pleasant Valley Aquatic Center's pool shell to satisfy and correct code violations identified by the Ventura County Environmental Health Division.

Suggested Action: A MOTION to Approve the Request for Proposal and Technical Specifications for the Pleasant Valley Aquatic Center Pool Shell Resurfacing and authorize staff to initiate the bid process.

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

Two LAFCo Special District Representative terms (1 primary member and 1 alternate member) are ending in January 2019 and LAFCo is calling for nominations.

Suggested Action: A MOTION to adopt Resolution No. 599 to nominate a board member for one of two special district seats on the Ventura County Local Agency Formation Commission (LAFCo).

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

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

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

11. ADJOURNMENT

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

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



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

Group: Camarillo Community Band **Date:** 8/27/18

A representative from your organization must attend the following PVRPD Board Meeting on:
Thursday, September 6, 2018

OFFICERS	NAME	ADDRESS	EMAIL	CELL PHONE
President	Daniel A. Rhymes	PO Box903	drhymes@musicroomensembles.com	805-231-1303
Vice President	Betty Weyek	PO Box903	ipclarinet@gmail.com	805-233-2452
Treasurer	Karen Gatchel	PO.Box903	rikajada@gmail.com	805-338-0072
Secretary	Mark Fischer	PO Box903		

Number of participants last year: 120 Band members at some time during the summer
 Projected number of participants upcoming year: 120 Band members anticipated next year

Changes Organization has made from previous year: We made no changes to the events of our summer concerts. As in past years we performed our Summer concerts in July in Community Center Park, July 4th Celebration at Adolfo Camarillo High School, Memorial Day Celebration at Conejo Mountain Memorial Park, and will present a Christmas concert on December 9th at the Camarillo Community Center.

Comments for the PVRPD Board of Directors: We would like to thank the PVR&PD for their support of the Camarillo Community Band for the past 33 years and look forward to many more years of making music. We are committed to providing "Concerts in the Park" for Camarillo and the surrounding communities.

Primary Facility (ies) Used? Community Center Park and Auditorium
 What Time are Board Meetings Held? One scheduled meeting per year in December.
 Where are Board Meetings Held? Meetings scheduled at the convenience of members.
 When are new Board Members Elected? New Board members are elected at the Dec. meeting.
 When are new Board Members Installed? Board members are installed on January 1, 2019

Pleasant Valley Recreation and Park District Liaison: Mr. Eric Storrie
 Please attach a copy of your By-Laws to this form. The By-Laws have not been approved by the new board

Please Complete and Return the Annual Update by Thursday August 30, 2018 and return to:
 Mr. Eric Storrie
 1605 E. Burnley Street, Camarillo, CA 93010
 Phone: 482-1996 x 14
 Fax: 805-482-3468

Form Completed by (print): Daniel A. Rhymes Date August 27, 2018
 Sign: Date August 27, 2018

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
June 28, 2018**

1. CALL TO ORDER

Call to Order

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 7:00 p.m. by Chairman Malloy.

2. PLEDGE of ALLEGIANCE

3. ROLL CALL

Roll Call

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

Absent:

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst and Clerk of the Board Anthony Miller, Customer Service Lead and Recording Board Secretary Karen Roberts, Administrative Analyst Megan Hamlin, Recreation Supervisor Jane Raab, Recreation Coordinator Katlyn Simber-Clickener, Pierre Forgette, John Spohn, Amy Akashi, Bob Thren, Art Roberts, Jay Evans, Kathy and Jeremy Adams and Marty Lince.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. NEW ITEMS-DISCUSSION/ACTION

A. Review and Discuss Senior and Community Recreation Center Facility Needs Assessment Draft Study

General Manager Mary Otten reviewed Greenplay's three conceptual plans for additional senior and community recreation facilities based on program and facility demands. Conceptual square footage, space diagrams, and budgets along with preliminary operational budgets for the three plans were presented.

Plan 1 - 14,616 sf \$14,736,559 conceptual budget

Plan 2 – 31,272 sf \$29,566,328 conceptual budget

Plan 3 – 68,454 sf \$52,499,873 conceptual budget

Discussion included: potential loss of Freedom gymnasium which is currently on the Oxnard High School District surplus list, District's current aging facilities, need for comparable case studies and funding mechanisms, consideration of rapid growth of community, opportunities in plan 2 to be able to add on as the city grows, the importance of the community's communication with the City on what people need, difficulty in asking taxpayers for more money, need for City to have a similar meeting with their recommendations, and the Liaison Committee's role in working with each entity.

John Spohn of Camarillo stated that about 87 people use the Freedom gymnasium for table tennis. Senior groups also play pickleball, badminton and basketball there and there would be no other location for these programs if the gymnasium was sold by the school district. Mr. Spohr stated that he and other gymnasium user groups will go to the City to let them know that they cannot afford to lose the facility.

Pierre Forgette of Camarillo asked if the District could purchase or lease the Freedom gymnasium to insure the continuation of District programs there.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve the Senior and Community Recreation Center Facility Needs Assessment Draft Study report and request additional information that defines relationships between local special districts and cities that have funded similar facilities.

Motion to Approve Draft Needs Assess. Report

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

Discussion regarding preference for plans offered included: the importance of the inclusion of a gymnasium, affordability, the inadequacies of plan 1, uncertainty of the extent of the City's involvement and the need for funding sources.

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Magner to approve the recommendation of plan 2 as a starting point for a design that is closest to what the community needs.

Motion to Approve Plan 2 As a Starting Point

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

7. ORAL COMMUNICATIONS

Director Malloy reported that the increase for CalPERS payments is less than anticipated. Director Magner invited the audience to the Foundation's 4th Annual Party in the Parks at Camarillo Grove Park on August 25th. Director Mishler was recently elected as the special district representative for the Ventura County Oversight Board.

8. ADJOURNMENT

Chairman Malloy adjourned the meeting at 8:26 p.m.

Respectfully submitted,

**Karen Roberts
Recording Secretary**

Approval,

**Mark Malloy
Chairman**

**Pleasant Valley Recreation and Park District
Minutes of Regular Meeting
July 5, 2018**

5:30 P.M. CLOSED SESSION

- a. Conference with Labor Negotiators – The Board conducted a closed session, pursuant to Govt. Code Section 54957.6, with the District’s negotiators – Mary Otten, Kathryn Drewry and Eric Storrie regarding labor negotiations with the employee organization, SEIU Local 721.
- b. Reconvene into Open Session/Special Meeting [Govt. Code Section 54957.7] Disclosure of actions taken in closed session, as applicable [Govt. Code Section 54957.1].
Nothing to report.

1. CALL TO ORDER

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 6:04 p.m. by Chairman Malloy.

Call to Order

2. PLEDGE OF ALLEGIANCE

Chairman Mark Malloy led the pledge.

3. ROLL CALL

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

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Representative/Recording Board Secretary Karen Roberts, Recreation Supervisors Lanny Binney and Macy Andersen; Human Resources Specialist Kathryn Drewry, Accounting Specialist Fil Santos, Park Supervisor Nick Marienthal, Matthew Lorimer, Naomi Williams, James Driver and Tim Hedrick.

Roll Call

4. AMENDMENTS TO THE AGENDA

None.

5. PRESENTATIONS

A. District Highlights

Recreation Supervisor Macy Andersen presented the highlights of the District’s June/July activities, programs and special events. The Aquatic Center Mermaid Camp was a success and Junior Lifeguard and Water Polo Camps will be offered in July along with Family Float Night on July 21. The Senior Center has an Electronic Tech Fair on July 26th and a Lunch & Movie on August 2nd. Adult Softball and Kickball registrations will be available soon for the fall. Summer events include Thursday Camarillo Community Band, Friday Movies in the Park and lots of camps. Check the website for a list of the Fun Free Events held every day in July.

B. Part-Time Employee Recognition

Recreation Supervisor Lanny Binney recognized Jeffrey Hensen as the District's part-time employee of the year. Mr. Hensen has been assisting with the Recreation Department, increasing the interest and revenue within the adult sports leagues.

C. Camarillo Cougars Youth Football/Cheer

Recreation Supervisor Lanny Binney introduced James Driver, president of the Camarillo Cougars Youth Football/Cheer organization and Naomi Williams with the cheer squad. The Camarillo Cougars had over 150 players and over 90 cheerleaders in 2017. They offer scholarships, award winning teams and have increased their social media presence with a mobile friendly website and online registration. The Mighty Mite coaches and players in attendance posed with their trophy and the Board for pictures.

D. PV Swim Team

Recreation Supervisor Macy Andersen introduced Tim Hedrick, head coach and general manager of the President Valley Swim Team. Mr. Hedrick stated that there are over 180 youth and adults involved in the team and masters/swim programs. Consistent pool time blocks are available year-round between the Aquatic Center and Adolfo Camarillo High School pools and income gains from meets help to alleviate potential membership dues increases.

6. PUBLIC COMMENT

Chairman Malloy accepted one speaker card from Administrative Analyst/Clerk of the Board Anthony Miller. Matthew Lorimer stated that renovated restrooms at the Community Center are great and that staff should be congratulated. Mr. Lorimer questioned why the City donated over \$500,000 to Dignity Health which owns St. John's Hospital or donates money to the Camarillo Ranch House while not giving any money to the seniors of the community.

7. CONSENT AGENDA

- A. Minutes for Regular Meeting of June 6, 2018
- B. Warrants, Accounts Payable & Payroll thru June 21, 2018
- C. Financial Report
- D. Consideration and Adoption of Resolution No. 592 Declaring July as National Park and Recreation Month
- E. Consideration and Approval of Resolution No 595, Updating Authorized Signature for Wire Transfers with Ventura County Treasury Pool
- F. Review and Approve the Finalized District Response to the Grand Jury Report Titled "Independent Special District"

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. PUBLIC HEARING – A Public Hearing on the District Budgets Fiscal Year 2018-2019

A. Consideration and Adoption Resolution No 596 for Fiscal Year 2018-2019 Operating Budget, Capital Improvement Program, Assessment District and Quimby Expense Budgets

Administrative Services Manager Leonore Young presented a review of the budget process which has been presented to the Board and public over the past few months.

Chairman Malloy opened the Public Hearing and with no members of the public speaking for or against the District Budgets, Chairman Malloy closed the Public Hearing.

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to adopt Resolution No. 596, FY 2018-2019 Final Budgets.

**Motion to Adopt
Reso No. 596,
FY 18-19 Budgets**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

9. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of Plans for the Springville Retaining Wall Design Renovation Project

Park Services Manager Bob Cerasuolo presented renovation plans for a retaining wall for the north slope of the Springville Dog Park to minimize erosion and maintain the slope's integrity. Discussion included: construction of a wood and/or metal fence behind a 4-foot concrete block wall, allowing room for people to sit on the lower retaining wall, City permits and engineer involvement.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Chairman Malloy to approve the plans for the Springville retaining wall renovation project.

**Motion to
Approve Plans
For Springville
Retaining Wall**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

B. Adoption of Ordinance No. 9, an Amendment to Section 234 of Ordinance No. 8, Governing the Use of Parks, Recreation Areas and Facilities

Administrative Analyst Anthony Miller provided background regarding the Board's May 2nd approval of an operational change to the skate park. Due to the changes, the District introduced Ordinance No. 9 (which amends Section 234 of Ordinance No. 8) at the June 6th Board Meeting.

Chairman Malloy called for a motion. A motion was made by Director Kelley and seconded by Director Mishler to direct the Board Secretary to read the complete Ordinance No. 9 title and waive further reading.

Chairman Malloy called for a second motion. A motion was made by Director Dixon and seconded by Director Mishler to approve the second reading and adopt the District's proposed *Ordinance No. 9, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Amending Article 2 Section 234 of Ordinance No. 8 (as Amended January 2018) Regulating the Use of the District Skatepark.*

**Motion to Adopt
Ordinance No. 9**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

C. Consideration and Approval of Bid Award for District Managed IT Services

Administrative Analyst Anthony Miller provided a background on the low bidder, AllConnected Inc. for Managed Information Technology (IT) services. Discussion included: contacting existing IT companies for references, hardware costs of about \$3000 for firewall, possible change to the District's e-mail service, cost savings and the advantage of retaining a consultant with government experience.

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 a twelve-month agreement with AllConnected Inc. to provide Managed Information Technology (IT) services for an amount not to exceed \$18,140.

**Motion to
Approve IT
Agreement with
AllConnected Inc.**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

D. Review and Approve the Right of Entry Agreement Between the City of Camarillo and Pleasant Valley Recreation and Park District for Adolfo Park

General Manager Mary Otten presented the key terms and conditions of the proposed agreement that would allow the City of Camarillo to access an area of Adolfo Park for a temporary staging and work area while they construct a subsurface monitoring well on their right of way. Discussion included: the effect on the park landscape, possible renovation to non-irrigated land, low cost offered to the City, low impact to parking and park access, insignificance of any potential revenue versus the long time picture of attaining affordable water for the community, need to maximize the District's role within the City and taking advantage of an opportunity to make the agreement work better for the District.

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Magner to approve the Right of Entry agreement with the City of Camarillo for Adolfo Park.

**Motion to
Approve Right of
Entry Agreement
With City**

Voting was as follows:

Ayes: Mishler, Magner, Kelley, Chairman Malloy

Noes: Dixon

Absent:

Motion: Carried

Carried

E. 2019 Minimum Wage Increase and Updated Job Descriptions

Human Resources Specialist Kathryn Drewry presented updated job descriptions and their salary schedule as part of an annual review. The following classifications were suggested for combining: Recreation Leader I and II; Senior Recreation Leader I and II; Lifeguard I and II and Water Safety Instructor; and Recreation Specialist and Program Specialist. Also proposed is an increase to the full-time Human Resources Specialist salary and the addition of a Marketing Specialist.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve the updated job descriptions and accompanying salary schedule.

**Motion to
Approve the
Updated Job
Descriptions**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

F. Consideration and Approval of the Position Allocation for FY 2018-2019

Human Resources Specialist Kathryn Drewry presented an updated position allocation report for FY 2018-2019 due to recent reclassifications and the addition of two part-time year-round positions within the Recreation Department.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Chairman Malloy to approve the updated position allocation report for FY 2018-2019.

**Motion to
Approve Position
Allocation for
FY 18-19**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

G. Consideration and Approval of 2% Cost of Living Adjustment (COLA) for Full-Time and Part-Time Year-Round Non-Represented Employees and the Updated Salary Schedules

Human Resources Specialist Kathryn Drewry presented an updated salary schedule with a 2% COLA for non-represented full-time and part-time year-round employees. Discussion included: the effective date of July 7, non-inclusion of general manager position and consideration of represented employees once the SEIU MOU is ratified.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Chairman Malloy to approve the updated salary schedule with a 2% COLA for non-represented full-time and part-time year-round employees.

Motion to Approve Updated Salary Schedule with a 2% COLA for Non-Represented

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

9. INFORMATIONAL ITEMS

- A. Chairman Malloy – Chairman Malloy congratulated PVSD and OUHSD for winning their bonds and being able to update some local facilities. CalPERS reported that they will need 46% more money so the District should expect to pay more.
- B. Ventura County Special District Association/California Special District Association – VCSDA – No meeting. CSDA – Director Magner reported on the grassroots advocacy group in Sacramento and will update with legislative items that involve the District.
- C. Santa Monica Mountains Conservancy – Director Mishler attended a June 18th meeting in which they discussed a budget of 43 million dollars with about \$850,000 going to fuel management for the 70 thousand acres they oversee. SMMC has changed their policy and will now remove homeless people rather than giving them a 3-day notice to vacate from their property.
- D. Standing Committees – Finance – Director Malloy stated that the District is in better shape than last year at this time and that interest is going up. Liaison – Director Dixon stated that there is a meeting scheduled for July 19 with the City. Personnel – Director Kelley reported that the committee has been meeting with Kathryn Drewry of Human Resources. Policy – Director Mishler reported that the committee is working on agreement parameters with community partners and will come to the Board with a range of recommendations in the near future.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Magner invited everyone to the 4th Annual Party for the Parks on August 25th and stated they are still looking for sponsors.
- F. General Manager’s Report – General Manager Otten stated that recent District July events netted 42 hikers, 125 dance attendees, over 70 people attending the Root Beer Run and about 120 people in attendance at the Community Band’s first July concert. Movies in the Park will take place with Rock City Studios and food trucks in partnership with the Foundation on Fridays in July and August at the Community Center Park.

10. ORAL COMMUNICATIONS

Director Mishler stated that he is looking forward to the results of the Liaison Committee and what type of partnership there will be with the City so that plans can move forward. Director Kelley stated that he has enjoyed his time on the District Board for the last 12 years and will run again in November. Director Magner stated that she will run for another 4 years as well.

11. ADJOURNMENT

Chairman Malloy adjourned the meeting at 8:17 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Mark Malloy
Chairman**

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

TO: BOARD OF DIRECTORS

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

DATE: September 6, 2018

SUBJECT: FINANCE REPORT JUNE 2018

RECOMMENDATION

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

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH JUNE 30, 2018

The District's **PRELIMINARY/UNAUDITED** Statements of Revenues and Expenditures for the period of July 1, 2017 through June 30, 2018 with a year-to-date comparison for the period of July 1, 2016 through June 30, 2017 are attached. The percentage rate used for the 2017-2018 fiscal year budget is 100% for Period 12 of the fiscal year.

REVENUES

Total **PRELIMINARY/UNAUDITED** revenue for the 12th month ending June 30, 2018 for Fund 10 (General Fund) has an overall increase of \$347,100 in comparison to fiscal year 2016-2017. Most of the increase is due to the same items as last month: 1) Tax Apportionment (\$164,365), 2) ROPS Reimbursement (\$129,274), 3) Rental (\$28,658) and various other revenue accounts having an increase over the same period as last year. These variances were mentioned last month and stay consistent as the primary reasons revenue is up in comparison to the prior fiscal year.

Total **PRELIMINARY/UNAUDITED** revenue for the 12th month ending June 30, 2018 for Fund 20 (Assessment District) is at 99.6% of budget.

Fund 30, the Park Dedication Fund received two Park Dedication Fee payments: 1) Crestview (\$21,612) and 2) Aldersgate Construction (\$96,391) in the month of June.

EXPENDITURES

PRELIMINARY/UNAUDITED Personnel Expenditures have increased by \$144,830 for FY 2017-2018 in comparison to personnel expenses for the same time last year. Most of the increase is due to: 1) CalPERS Unfunded Liability (\$43,347), 2) Part-Time Salaries (\$82,496) and 3) Workers Compensation (\$18,457).

PRELIMINARY/UNAUDITED Service and Supply Expenditures for Fund 10 have increased \$86,179 in comparison to the same period last year. This increase in expenditure is primarily due

to the following items: 1) Appropriation Fees/Collection Fees (\$48,156) and 2) Water (\$43,923). There is a line item in fiscal year 2016-2017, item #6970 COI COP's, that does not show an expense in fiscal year 2017-2018. This is the Cost of Issuance which was \$281,273 for the refunding of the 2017 COP. This expense occurred in April 2017, therefore it has lowered the District's expense variance when comparing the fiscal year expenses. The Board will see this consistency in May and June as well.

PRELIMINARY/UNAUDITED Fund 20 is at 68% in Personnel and 95% in Service and Supplies. The Assessment District is staying within budget in all categories.

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

The Capital projects are at 79.2% of budget on capital improvement projects.

FISCAL IMPACT

Overall the **PRELIMINARY/UNAUDITED** financials show the District is under the approved budget for Fund 10 by 6% and Fund 20 by 7%.

RECOMMENDATION

It is recommended the Board review and approve the **PRELIMINARY/UNAUDITED** Financial Statements for June 30, 2018 for Fund 10, Fund 20 and Fund 30.

ATTACHMENTS

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

**Statement of Revenues and Expenditures
Fund 10 General Fund
June 2018 100%
PRELIMINARY / UNAUDITED**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport Cur Year Secured	5110	\$ -	\$ 5,794,081.20	\$ 5,865,370.23	\$ 6,126,646.00	\$ 261,275.77	95.74%
Tax Apport Cur Year Unsec	5120	\$ -	\$ 132,002.25	\$ 104,473.45	\$ -	\$ (104,473.45)	0.00%
Tax Apport Prior Year Sec	5130	\$ 118,485.84	\$ 75,211.16	\$ 170,191.94	\$ -	\$ (170,191.94)	0.00%
Tax Apport Prior Year Unsec	5140	\$ -	\$ 5,910.95	\$ 4,556.00	\$ -	\$ (4,556.00)	0.00%
Tax Deeded Sales	5150	\$ -	\$ -	\$ 45.52	\$ -	\$ (45.52)	0.00%
Cur Supplemental Pass Thru	5210	\$ 24,035.24	\$ 94,885.35	\$ 109,624.52	\$ -	\$ (109,624.52)	0.00%
Supplemental Redemption	5215	\$ 6,355.06	\$ 10,546.00	\$ 6,355.06	\$ -	\$ (6,355.06)	0.00%
HOPTR	5230	\$ 6,973.32	\$ 46,087.23	\$ 46,549.12	\$ -	\$ (46,549.12)	0.00%
HOPTR Prior Year	5231	\$ -	\$ -	\$ 15,982.52	\$ -	\$ (15,982.52)	0.00%
Supplemental Assessment Roll	5240	\$ 60.42	\$ 401.66	\$ 342.40	\$ -	\$ (342.40)	0.00%
Interest Earnings	5310	\$ 30,819.66	\$ 47,883.75	\$ 53,697.54	\$ 18,690.00	\$ (35,007.54)	287.31%
MBS Interest Earnings	5320	\$ -	\$ 18,637.99	\$ 533.67	\$ -	\$ (533.67)	0.00%
Dividends CAPRI Prior Years	5460	\$ -	\$ 10,594.50	\$ 9,711.62	\$ -	\$ (9,711.62)	0.00%
Park Patrol Citations	5506	\$ 614.08	\$ 4,206.72	\$ 3,903.77	\$ 3,025.00	\$ (878.77)	129.05%
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Contract ClassesPublic Fees	5510	\$ 28,141.19	\$ 655,457.54	\$ 274,108.40	\$ 235,111.00	\$ (38,997.40)	116.59%
Public Fees	5511	\$ 53,795.01	\$ -	\$ 369,361.55	\$ 403,610.00	\$ 34,248.45	91.51%
Swim PassAdult Splash (20)	5513-5529	\$ 8,674.85	\$ 59,756.19	\$ 62,021.93	\$ 65,445.00	\$ 3,423.07	94.77%
Rental	5530	\$ 40,642.13	\$ 399,530.80	\$ 428,188.24	\$ 347,727.00	\$ (80,461.24)	123.14%
Cell Tower Revenue	5535	\$ 7,511.10	\$ 78,375.08	\$ 85,160.17	\$ 82,272.00	\$ (2,888.17)	103.51%
Annual Passes	5536	\$ 106.50	\$ 3,706.30	\$ 5,590.30	\$ -	\$ (5,590.30)	0.00%
Parking Fees	5540	\$ 2,548.00	\$ 17,609.22	\$ 21,283.27	\$ 12,024.00	\$ (9,259.27)	177.01%
Indemnity Revenue	5545	\$ -	\$ -	\$ 1,000.00	\$ -	\$ (1,000.00)	0.00%
Dues	5550	\$ 147.00	\$ 1,567.00	\$ 1,964.00	\$ 2,208.00	\$ 244.00	88.95%
Activity Guide Revenue	5555	\$ -	\$ 14,665.00	\$ 11,324.50	\$ 8,800.00	\$ (2,524.50)	128.69%
Staffing Cost Recovery	5563	\$ -	\$ -	\$ 3,759.30	\$ -	\$ (3,759.30)	0.00%
Special Event Permits	5564	\$ -	\$ -	\$ 403.00	\$ -	\$ (403.00)	0.00%
Gain/(Loss) LAIF Investments	5565	\$ -	\$ 1,928.56	\$ -	\$ -	\$ -	0.00%
Donations	5570	\$ 90.00	\$ 96,864.88	\$ 85,570.45	\$ 80,620.00	\$ (4,950.45)	106.14%
Grant	5573	\$ 16,500.00	\$ 28,224.15	\$ 16,504.00	\$ -	\$ (16,504.00)	0.00%
Grant Greenfield Fitness Equ	5574	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Other/Purchase Discount Taken	5575	\$ 14,899.17	\$ 73,144.39	\$ 86,965.05	\$ 53,133.00	\$ (33,832.05)	163.67%
Credit Card Processing Fee	5576	\$ 7.50	\$ -	\$ 75.00	\$ -	\$ (75.00)	0.00%
Cash Over/Under	5580	\$ 50.00	\$ 75.00	\$ 165.00	\$ -	\$ (165.00)	0.00%
Incentive Income	5585	\$ 34.52	\$ 2,275.42	\$ 2,530.99	\$ 3,340.00	\$ 809.01	75.78%
Reimbursement ROPS	5600	\$ -	\$ 165,408.89	\$ 294,682.81	\$ 290,000.00	\$ (4,682.81)	101.61%
Reimb Needs Assessment	5605	\$ 516.00	\$ -	\$ 44,141.50	\$ -	\$ (44,141.50)	0.00%
Revenue		\$ 361,006.59	\$ 7,839,037.18	\$ 8,186,136.82	\$ 7,732,751.00	\$ (453,385.82)	105.86%
YTD Comparison				\$ 347,099.64			
Expense							
Full Time Salaries	6100	\$ 211,453.00	\$ 2,121,123.15	\$ 2,120,204.44	\$ 2,244,711.00	\$ 124,506.56	94.45%
Overtime Salaries	6101	\$ 2,515.64	\$ 13,977.01	\$ 22,371.09	\$ 32,225.00	\$ 9,853.91	69.42%
Car Allowance	6105	\$ 2,310.18	\$ 9,636.89	\$ 10,821.19	\$ 10,800.00	\$ (21.19)	100.20%
Cell Phone Allowance	6108	\$ 1,372.42	\$ 13,836.31	\$ 14,735.24	\$ 17,550.00	\$ 2,814.76	83.96%
PartTime Salaries	6110	\$ 84,181.34	\$ 533,938.95	\$ 625,501.89	\$ 707,997.00	\$ 82,495.11	88.35%
Retirement	6120	\$ 36,167.25	\$ 348,015.40	\$ 355,407.35	\$ 400,037.00	\$ 44,629.65	88.84%
457 Pension	6121	\$ 135.22	\$ 7,447.28	\$ 7,447.28	\$ 7,945.00	\$ 497.72	93.74%
Employee Insurance	6130	\$ 23,873.29	\$ 225,866.70	\$ 220,371.21	\$ 309,067.00	\$ 88,695.79	71.30%
Workers Compensation	6140	\$ 15,944.49	\$ 124,849.44	\$ 143,306.45	\$ 145,957.00	\$ 2,650.55	98.18%
Unemployment Insurance	6150	\$ -	\$ 3,348.33	\$ 688.00	\$ 9,000.00	\$ 8,312.00	7.64%
Loan Pension Obligation	6160	\$ 19,836.92	\$ 230,808.00	\$ 238,043.00	\$ 238,043.00	\$ -	100.00%
OPEB Expense	6161	\$ -	\$ 24,567.00	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
PERS Unfunded Liability	6170	\$ 20,432.92	\$ 201,847.92	\$ 245,195.00	\$ 245,195.00	\$ -	100.00%
Personnel		\$ 418,222.66	\$ 3,859,262.38	\$ 4,004,092.14	\$ 4,373,527.00	\$ 369,434.86	91.55%
YTD Comparison				\$ 144,829.76			
Services and Supplies							
Telephone	6210	\$ 1,664.30	\$ 11,454.29	\$ 12,481.66	\$ 11,556.00	\$ (925.66)	108.01%
Internet Services	6220	\$ 1,100.00	\$ 28,675.80	\$ 23,770.61	\$ 33,882.00	\$ 10,111.39	70.16%
Pool Chemicals	6310	\$ 888.58	\$ 12,790.98	\$ 5,808.65	\$ 12,000.00	\$ 6,191.35	48.41%
Janitorial Supplies	6320	\$ 3,759.94	\$ 51,397.46	\$ 46,652.98	\$ 48,325.00	\$ 1,672.02	96.54%
Kitchen Supplies	6330	\$ 272.39	\$ 915.48	\$ 758.19	\$ 1,510.00	\$ 751.81	50.21%
Supplies	6340	\$ 177.44	\$ 5,300.70	\$ 3,492.33	\$ 7,811.00	\$ 4,318.67	44.71%
Water Maint & Service	6350	\$ 187.27	\$ 1,184.60	\$ 969.52	\$ 1,380.00	\$ 410.48	70.26%
Laundry/Wash Service	6360	\$ 288.00	\$ -	\$ 356.00	\$ 680.00	\$ 324.00	52.35%

**Statement of Revenues and Expenditures
Fund 10 General Fund
June 2018 100%
PRELIMINARY / UNAUDITED**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Insurance Liability	6410	\$ 785.00	\$ 87,921.00	\$ 97,943.00	\$ 100,434.00	\$ 2,491.00	97.52%
Fuel	6510	\$ 7,116.44	\$ 35,457.43	\$ 39,480.87	\$ 41,000.00	\$ 1,519.13	96.29%
Vehicle Maintenance	6520	\$ 1,357.00	\$ 35,415.41	\$ 33,165.40	\$ 34,200.00	\$ 1,034.60	96.97%
Office Equipment Maintenance	6530	\$ -	\$ 182.27	\$ 577.59	\$ 900.00	\$ 322.41	64.18%
Computer Equip Maintenance	6540	\$ 349.99	\$ 2,244.85	\$ 1,975.05	\$ 2,800.00	\$ 824.95	70.54%
Building Maintenance	6600	\$ -	\$ 66.98	\$ -	\$ -	\$ -	0.00%
Building Repair	6610	\$ 6,430.66	\$ 80,928.11	\$ 59,521.81	\$ 78,315.00	\$ 18,793.19	76.00%
Bldg Equip Maint/Repair	6620	\$ 4,820.33	\$ 26,848.13	\$ 30,137.88	\$ 35,700.00	\$ 5,562.12	84.42%
Improvements/Maintenance	6630	\$ 13,307.57	\$ 23,030.05	\$ 41,292.47	\$ 40,200.00	\$ (1,092.47)	102.72%
Grounds Maintenance	6710	\$ 7,779.86	\$ 91,769.94	\$ 74,444.93	\$ 88,980.00	\$ 14,535.07	83.66%
Tree Care Assess	6719	\$ -	\$ -	\$ 14,175.00	\$ 11,000.00	\$ (3,175.00)	128.86%
Contracted LS Services	6720	\$ -	\$ -	\$ 650.94	\$ -	\$ (650.94)	0.00%
Park Signage (Branding)	6725	\$ 35,086.21	\$ 28,082.57	\$ 40,605.71	\$ 24,000.00	\$ (16,605.71)	169.19%
Contracted Pest Control	6730	\$ 1,250.00	\$ 1,315.00	\$ 1,925.00	\$ 2,000.00	\$ 75.00	96.25%
Rubbish & Refuse	6740	\$ 10,770.46	\$ 56,960.74	\$ 66,896.31	\$ 56,800.00	\$ (10,096.31)	117.78%
Vandalism/Theft	6750	\$ -	\$ 3,265.08	\$ 453.77	\$ 2,000.00	\$ 1,546.23	22.69%
Memberships	6810	\$ 150.00	\$ 13,545.93	\$ 12,583.18	\$ 14,310.00	\$ 1,726.82	87.93%
Office Expense	6900	\$ -	\$ -	\$ 14.99	\$ 100.00	\$ 85.01	14.99%
Office Supplies	6910	\$ 2,532.55	\$ 21,046.39	\$ 20,075.22	\$ 23,314.00	\$ 3,238.78	86.11%
Postage Expense	6920	\$ 5,848.05	\$ 18,838.40	\$ 29,021.04	\$ 27,100.00	\$ (1,921.04)	107.09%
Advertising Expense	6930	\$ 1,443.68	\$ 14,036.29	\$ 10,663.24	\$ 15,592.00	\$ 4,928.76	68.39%
Printing Charges	6940	\$ 2,582.45	\$ 13,035.43	\$ 12,564.44	\$ 19,543.00	\$ 6,978.56	64.29%
Bank & ActiveNet Charges	6950	\$ 11,861.63	\$ 54,589.05	\$ 59,645.28	\$ 45,990.00	\$ (13,655.28)	129.69%
Approp Redev/Collection Fees	6960	\$ -	\$ 325,906.93	\$ 374,062.83	\$ 374,070.00	\$ 7.17	100.00%
Assessment Tax	6965	\$ -	\$ 18,960.70	\$ -	\$ -	\$ -	0.00%
COI COP's	6970	\$ -	\$ 281,273.19	\$ -	\$ -	\$ -	0.00%
Minor Furn Fixture & Equip	6980	\$ -	\$ 1,925.43	\$ 1,033.76	\$ 1,683.00	\$ 649.24	61.42%
Comp Hardware/Software Exp	6990	\$ 3,304.81	\$ 8,253.20	\$ 11,117.00	\$ 13,564.00	\$ 2,447.00	81.96%
Fingerprint Fees (HR)	7010	\$ 1,051.90	\$ 2,389.00	\$ 2,116.90	\$ 2,440.00	\$ 323.10	86.76%
Fine & Safety Insp Fees	7020	\$ -	\$ 956.05	\$ 2,240.10	\$ 3,140.00	\$ 899.90	71.34%
Permit & Licensing Fees	7030	\$ 573.00	\$ 3,881.55	\$ 6,849.29	\$ 4,400.00	\$ (2,449.29)	155.67%
Vehicle License Fee	7040	\$ -	\$ -	\$ 341.25	\$ -	\$ (341.25)	0.00%
Professional Services	7100	\$ -	\$ 1,300.00	\$ 400.00	\$ 500.00	\$ 100.00	80.00%
Legal Services	7110	\$ 7,796.77	\$ 39,770.53	\$ 48,835.89	\$ 69,150.00	\$ 20,314.11	70.62%
Typeset and Print Services	7115	\$ 403.45	\$ 53,297.89	\$ 48,421.80	\$ 50,147.00	\$ 1,725.20	96.56%
Instructor Services	7120	\$ 30,633.58	\$ 184,296.69	\$ 180,255.50	\$ 169,925.00	\$ (10,330.50)	106.08%
PERS Admin Fees	7125	\$ -	\$ 1,340.33	\$ 1,361.59	\$ 1,550.00	\$ 188.41	87.84%
Audit Services	7130	\$ 9,000.00	\$ 16,240.00	\$ 17,800.00	\$ 22,260.00	\$ 4,460.00	79.96%
Medical & Health Svcs (HR)	7140	\$ 1,570.00	\$ 3,965.00	\$ 3,780.00	\$ 5,500.00	\$ 1,720.00	68.73%
Security Services	7150	\$ 100.00	\$ 4,919.84	\$ 6,417.60	\$ 3,600.00	\$ (2,817.60)	178.27%
Entertainment Services	7160	\$ -	\$ 2,529.02	\$ 1,337.53	\$ 3,450.00	\$ 2,112.47	38.77%
Business Services	7180	\$ 1,329.71	\$ 50,557.66	\$ 59,593.35	\$ 63,175.00	\$ 3,581.65	94.33%
Umpire/Referee Services	7190	\$ 120.00	\$ 1,710.00	\$ 1,395.00	\$ 1,640.00	\$ 245.00	85.06%
Subscriptions	7210	\$ 611.09	\$ 2,746.48	\$ 3,585.01	\$ 4,322.00	\$ 736.99	82.95%
Rents and Leases	7300	\$ -	\$ -	\$ 2,413.28	\$ -	\$ (2,413.28)	0.00%
Rents & Leases Equip	7310	\$ 2,910.99	\$ 19,938.06	\$ 19,974.06	\$ 25,110.00	\$ 5,135.94	79.55%
Bldg/Field Leases & Rental	7320	\$ 158.00	\$ 11,076.00	\$ 9,607.00	\$ 11,466.00	\$ 1,859.00	83.79%
Event Supplies	7410	\$ 760.90	\$ 2,154.89	\$ 1,768.97	\$ 2,310.00	\$ 541.03	76.58%
Supplies	7420	\$ 318.52	\$ 5,803.14	\$ 4,821.07	\$ 7,175.00	\$ 2,353.93	67.19%
Bingo Supplies	7430	\$ 833.71	\$ 7,564.97	\$ 8,086.63	\$ 7,500.00	\$ (586.63)	107.82%
Sporting Goods	7440	\$ 764.69	\$ 9,406.74	\$ 8,340.87	\$ 8,085.00	\$ (255.87)	103.16%
Arts and Craft Supplies	7450	\$ 1,373.00	\$ 2,399.39	\$ 3,425.68	\$ 4,820.00	\$ 1,394.32	71.07%
Training Supplies	7460	\$ 140.00	\$ 2,043.36	\$ 1,048.53	\$ 3,095.00	\$ 2,046.47	33.88%
Camp Supplies	7470	\$ 718.44	\$ 1,523.21	\$ 1,036.94	\$ 1,080.00	\$ 43.06	96.01%
Small Tools	7500	\$ 514.63	\$ 9,234.75	\$ 6,340.92	\$ 6,400.00	\$ 59.08	99.08%
Safety Supplies	7510	\$ 969.74	\$ 4,351.41	\$ 3,077.15	\$ 7,289.00	\$ 4,211.85	42.22%
Uniform Allowance	7610	\$ 1,714.19	\$ 13,018.66	\$ 8,717.43	\$ 12,426.00	\$ 3,708.57	70.15%
Safety Clothing	7620	\$ 1,717.44	\$ 3,671.14	\$ 3,523.61	\$ 3,150.00	\$ (373.61)	111.86%
Conference&Seminar Staff	7710	\$ 915.00	\$ 5,664.70	\$ 17,512.83	\$ 20,745.00	\$ 3,232.17	84.42%
Conference&Seminar Board	7715	\$ -	\$ 1,237.47	\$ 972.97	\$ 2,240.00	\$ 1,267.03	43.44%
Conference&Seminar Travel Exp	7720	\$ 942.42	\$ 4,568.39	\$ 4,630.34	\$ 13,573.00	\$ 8,942.66	34.11%
Out of Town Travel Board	7725	\$ 1,098.04	\$ 2,857.10	\$ 2,209.63	\$ 6,615.00	\$ 4,405.37	33.40%
Private Vehicle Mileage	7730	\$ 524.86	\$ 3,157.74	\$ 2,728.65	\$ 4,190.00	\$ 1,461.35	65.12%
Transportation Charges	7740	\$ 88.62	\$ 29.05	\$ 316.63	\$ 750.00	\$ 433.37	42.22%
Buses/Excursions	7750	\$ 2,692.68	\$ 15,107.62	\$ 18,322.70	\$ 22,870.00	\$ 4,547.30	80.12%
Travel/Book Reimbursement	7760	\$ 287.47	\$ -	\$ 287.47	\$ -	\$ (287.47)	0.00%
Gas	7810	\$ 1,712.75	\$ 24,053.98	\$ 23,839.69	\$ 26,431.00	\$ 2,591.31	90.20%
Electric	7820	\$ 206,304.49	\$ 728,369.80	\$ 772,292.95	\$ 757,800.00	\$ (14,492.95)	101.91%
Utilities Electric	7830	\$ 37,661.32	\$ 195,887.57	\$ 216,891.67	\$ 226,374.00	\$ 9,482.33	95.81%

**Statement of Revenues and Expenditures
Fund 10 General Fund
June 2018 100%
PRELIMINARY / UNAUDITED**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Airport Assessment Exp	7840	\$ 7,740.00	\$ -	\$ 10,583.00	\$ -	\$ (10,583.00)	0.00%
Awards and Certificates	7910	\$ 2,050.20	\$ 16,099.44	\$ 13,974.46	\$ 16,490.00	\$ 2,515.54	84.75%
Meals for Staff Training	7920	\$ 517.63	\$ 2,157.53	\$ 2,281.74	\$ 2,710.00	\$ 428.26	84.20%
Employee Morale	7930	\$ -	\$ 1,466.06	\$ 595.67	\$ 9,974.00	\$ 9,378.33	5.97%
COP Debt PV Fields	7950	\$ 20,534.08	\$ 27,539.95	\$ 246,409.38	\$ 246,409.00	\$ (0.38)	100.00%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	0.00%
Reserve Computer Fleet	7971	\$ 416.67	\$ -	\$ 5,000.04	\$ 5,000.00	\$ (0.04)	0.00%
Reserve Designated Project	7972	\$ 1,666.67	\$ 30,000.00	\$ 20,000.04	\$ 20,000.00	\$ (0.04)	0.00%
Reserve Dry Period	7973	\$ 7,500.00	\$ 91,000.00	\$ 90,000.00	\$ 90,000.00	\$ -	0.00%
Services and Supplies		\$ 484,684.59	\$ 2,967,899.97	\$ 3,054,079.46	\$ 3,158,015.00	\$ 103,935.54	96.71%
YTD Comparison				\$ 86,179.49			

Capital							
Capital	8400	\$ -	\$ 9,653.88	\$ 610.96	\$ -	\$ (610.96)	0.00%
HCF Grant Trails	8403	\$ -	\$ 304.00	\$ -	\$ -	\$ -	0.00%
HCF Grant Wildlife Programs	8405	\$ -	\$ 19,326.40	\$ -	\$ -	\$ -	0.00%
Eston Street Tree Removal	8408	\$ -	\$ 13,500.00	\$ -	\$ -	\$ -	0.00%
Cam Grove Park	8409	\$ -	\$ 174,175.00	\$ -	\$ -	\$ -	0.00%
Playground Equipment	8410	\$ -	\$ 550.00	\$ -	\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$ -	\$ 9,981.26	\$ 33,358.52	\$ -	\$ (33,358.52)	0.00%
Telephone System	8421	\$ -	\$ 11,209.49	\$ -	\$ -	\$ -	0.00%
Needs Assessment	8422	\$ 2,500.00	\$ 211.90	\$ 91,358.69	\$ 68,790.00	\$ (22,568.69)	132.81%
Bob Kildee Parking Lot	8423	\$ -	\$ 9,377.92	\$ 166,295.00	\$ 150,000.00	\$ (16,295.00)	110.86%
PV Fields Parking Lot	8424	\$ -	\$ 14,361.00	\$ 14,624.00	\$ 15,000.00	\$ 376.00	97.49%
Hardwalls GM/HR Offices	8425	\$ -	\$ 4,706.87	\$ 15,528.45	\$ -	\$ (15,528.45)	0.00%
Charter Oak Windrow	8426	\$ -	\$ 6,000.00	\$ 11,025.00	\$ 10,000.00	\$ (1,025.00)	110.25%
Cam Grove Parking Lot	8427	\$ -	\$ 174,175.00	\$ -	\$ -	\$ -	0.00%
Bob Kildee PournPlay	8429	\$ -	\$ -	\$ 17,600.00	\$ 25,000.00	\$ 7,400.00	70.40%
CamGr Dog ParkArtificial Turf	8430	\$ -	\$ -	\$ 19,312.93	\$ 20,000.00	\$ 687.07	96.56%
DriveWay	8431	\$ -	\$ -	\$ 147.18	\$ 35,000.00	\$ 34,852.82	0.42%
Freedom Pk Baseball Flds Desig	8432	\$ 4,304.33	\$ -	\$ 17,650.41	\$ 10,000.00	\$ (7,650.41)	176.50%
Aquatics Tankless Wtr Heaters	8433	\$ -	\$ -	\$ 21,514.22	\$ 37,000.00	\$ 15,485.78	58.15%
Auditorium Patio	8434	\$ -	\$ -	\$ 12,393.08	\$ 12,000.00	\$ (393.08)	103.28%
Auditorium Restroom Remodel	8435	\$ 4,468.70	\$ -	\$ 27,873.85	\$ 65,000.00	\$ 37,126.15	42.88%
Springville Dog Park Wall	8436	\$ 6,700.00	\$ -	\$ 6,700.00	\$ 81,000.00	\$ 74,300.00	8.27%
Bob Kildee Pavilion Replacemen	8437	\$ -	\$ -	\$ 52,689.00	\$ 38,000.00	\$ (14,689.00)	138.66%
Mission Oaks Roof	8438	\$ -	\$ -	\$ 17,866.00	\$ 30,000.00	\$ 12,134.00	59.55%
Auditorium Ducting/Replacement	8439	\$ -	\$ -	\$ 22,275.00	\$ 30,000.00	\$ 7,725.00	74.25%
Office Design/Carpet/Server	8440	\$ -	\$ -	\$ 27,913.41	\$ 53,000.00	\$ 25,086.59	52.67%
Admin Bldg Roofs #6,#7,Admin	8441	\$ -	\$ -	\$ 133,091.00	\$ 125,000.00	\$ (8,091.00)	106.47%
Pickle Ball CtsPaint/Repair	8443	\$ 50,970.20	\$ -	\$ 51,510.73	\$ 68,400.00	\$ 16,889.27	75.31%
Capital		\$ 68,943.23	\$ 447,532.72	\$ 761,337.43	\$ 873,190.00	\$ 111,852.57	87.19%
YTD Comparison				\$ 313,804.71			

Total Expenses w/out Capital	\$ 902,907.25	\$ 6,827,162.35	\$ 7,058,171.60	\$ 7,531,542.00	\$ 473,370.40	93.7%
YTD Comparison						

**Statement of Revenues and Expenditures
Fund 20 Assessment District
June 2018 100%
PRELIMINARY / UNAUDITED**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 33.77	\$ 275.61	\$ 1,007.15	\$ 389.00	\$ (618.15)	258.91%
Assessment Revenue	5500	\$ 19,228.49	\$ 1,061,718.64	\$ 1,067,075.27	\$ 1,072,301.00	\$ 5,225.73	99.51%
Revenue		\$ 19,262.26	\$ 1,061,994.25	\$ 1,068,082.42	\$ 1,072,690.00	\$ 4,607.58	99.57%
YTD Comparison				\$ 6,088.17			
Expense							
Full Time Salaries	6100	\$ 2,127.60	\$ 93,593.62	\$ 57,413.28	\$ 82,212.00	\$ 24,798.72	69.84%
Car Allowance	6105	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	0.00%
Cell Phone Allowance	6108	\$ -	\$ 975.00	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$ 350.68	\$ 16,521.11	\$ 9,934.74	\$ 14,563.00	\$ 4,628.26	68.22%
Employee Insurance	6130	\$ 489.24	\$ 13,302.76	\$ 9,146.53	\$ 14,910.00	\$ 5,763.47	61.34%
Workers Compensation	6140	\$ 200.64	\$ 8,885.89	\$ 5,810.22	\$ 8,695.00	\$ 2,884.78	66.82%
Personnel		\$ 3,168.16	\$ 134,478.38	\$ 82,304.77	\$ 120,380.00	\$ 38,075.23	68.4%
YTD Comparison				\$ (52,173.61)			
Services and Supplies							
Incidental Costs Assess	6709	\$ -	\$ 15,610.13	\$ 15,426.15	\$ 29,204.00	\$ 13,777.85	52.82%
Tree Care Assess	6719	\$ -	\$ -	\$ 35,985.50	\$ 40,000.00	\$ 4,014.50	89.96%
Contracted LS Services	6720	\$ 102,877.66	\$ 396,911.23	\$ 431,822.42	\$ 440,736.00	\$ 8,913.58	97.98%
Park Amenities Assess	6722	\$ 79.65	\$ -	\$ 32,565.02	\$ 40,000.00	\$ 7,434.98	81.41%
Bank & ActiveNet Charges	6950	\$ -	\$ 104.00	\$ 24.00	\$ 60.00	\$ 36.00	40.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 2,516.64	\$ -	\$ 7,500.00	\$ 7,500.00	0.00%
COP Debt PV Fields	7950	\$ 32,738.25	\$ 400,212.12	\$ 392,859.00	\$ 392,859.00	\$ -	0.00%
Services and Supplies		\$ 135,695.56	\$ 815,354.12	\$ 908,682.09	\$ 950,359.00	\$ 41,676.91	95.61%
YTD Comparison				\$ 93,327.97			
Total Expenses		\$ 138,863.72	\$ 949,832.50	\$ 990,986.86	\$ 1,070,739.00	\$ 79,752.14	92.6%
YTD Comparison				\$ 41,154.36			

Statement of Revenues and Expenditures
Fund 30 Park Dedication Fee (Quimby Fee)
June 2018 100%
PRELIMINARY / UNAUDITED

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 29,638.34	\$ -	\$ 59,897.36	\$ -	\$ 59,897.36	0.00%
MBS Interest Earnings	5320	\$ 343.34	\$ -	\$ 15,238.89	\$ -	\$ 15,238.89	0.00%
Park Dedication Fees	5400	\$ 118,003.64	\$ 3,148,562.00	\$ 118,003.64	\$ -	\$ 118,003.64	0.00%
Revenue		\$ 147,985.32	\$ 3,148,562.00	\$ 193,139.89	\$ -	\$ 193,139.89	0.00%
Expense							
Bank & ActiveNet Charges	6950	\$ -	\$ -	\$ 30.00	\$ -	\$ 30.00	0.00%
Expense		\$ -	\$ -	\$ 30.00	\$ -	\$ 30.00	0.00%

Date Received	Amount	Developer	Amount Used or Earmarked	Balance	Sunset Date
7/31/2014	\$ 615,709.00	AMLI	\$ 189,887.74	\$ 425,821.26	7/31/2019
1/31/2015	\$ 2,250,489.00	Comstock	\$ -	\$ 2,250,489.00	1/31/2020
8/8/2016	\$ 2,649,209.00	Elacora Mission Oaks	\$ -	\$ 2,649,209.00	8/8/2021
8/10/2016	\$ 474,353.00	KB Homes	\$ -	\$ 474,353.00	8/10/2021
6/7/2018	\$ 21,612.25	Crestview	\$ -	\$ 21,612.25	6/7/2023
6/29/2018	\$ 96,391.39	Aldersgate Construction	\$ -	\$ 96,391.39	6/29/2023
Total	\$ 6,107,763.64		\$ 189,887.74	\$ 5,917,875.90	

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

TO: BOARD OF DIRECTORS

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

DATE: September 6, 2018

SUBJECT: FINANCE REPORT JULY 2018

RECOMMENDATION

It is recommended the Board review and approve the District's Financial Statements for July 31, 2018 for Fund 10, Fund 20 and Fund 30.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH JULY 31, 2018

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2018 through July 31, 2018 with a year-to-date comparison for the period of July 1, 2017 through July 31, 2017. The percentage rate used for the 2018-2019 fiscal year budget is 8% for Period 1 of the fiscal year.

REVENUES

Total revenue for the 1st month ending July 31, 2018 for Fund 10 (General Fund) has an overall decrease of \$66,574. The majority of the decrease is due to the following items: 1) ROPS Reimbursement (\$108,347) and an increase in 2) Public Fees (\$21,058) and 3) Rental (\$17,645).

Total revenue for the 1st month ending July 31, 2018 for Fund 20 (Assessment District) is at 0.0% 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 0.0% in both revenue and expenses. Fund 30 does not have budgeted revenue as the revenue is dependent upon development occurring within the City of Camarillo. 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 \$55,417 for FY 2018-2019 in comparison to personnel expense for the same time period as last year. This increase will be a constant for the

first few months of the fiscal year as the District paid the CalPERS Unfunded Liability in full for fiscal year 2018-2019; the amount paid to CalPERS was \$286,560.

Service and Supply Expenditures for Fund 10 have increased \$63,525 in comparison to the same time period as last year. This increase is primarily due to the following items: 1) Typeset and Print Services (\$12,169) and increases in various Service and Supplies accounts.

Fund 20 is at 3.51% in Personnel and 5.41% in Service and Supplies. The Assessment District is staying within budget in all categories.

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

Capital projects for fiscal year 2018-2019 are currently underway and the upcoming finance reports will reflect more activity in the months to come.

FISCAL IMPACT

Overall the District is over the approved budget for Fund 10 by 0.7% due to the lump sum payment for the Cal PERS Unfunded Liability. Fund 20 overall is under budget by 2.59%. 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 July 31, 2018 for Fund 10, Fund 20 and Fund 30.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of July 31, 2018 Fund 10
(2 pages)
- 2) Financial Statement of Revenue and Expenditures as of July 31, 2018 Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of July 31, 2018 Fund 30
(1 page)

**Statement of Revenues and Expenditures
Fund 10 General Fund
July 2018 8%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport Cur Year Secured	5110	\$ -	\$ -	\$ -	\$ 6,506,450.00	\$ 6,506,450.00	0.00%
Interest Earnings	5310	\$ -	\$ 703.49	\$ -	\$ 18,300.00	\$ 18,300.00	0.00%
MBS Interest Earnings	5320	\$ -	\$ 553.15	\$ -	\$ -	\$ -	0.00%
Park Patrol Citations	5506	\$ 1,803.64	\$ -	\$ 1,803.64	\$ 4,510.00	\$ 2,706.36	39.99%
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Contract ClassesPublic Fees	5510	\$ 14,110.80	\$ 21,044.78	\$ 14,110.80	\$ 232,539.00	\$ 218,428.20	6.07%
Public Fees	5511	\$ 61,353.35	\$ 40,295.15	\$ 61,353.35	\$ 393,842.00	\$ 332,488.65	15.58%
Swim PassAdult Splash (20)	5513-5529	\$ 8,167.25	\$ 4,701.04	\$ 8,167.25	\$ 71,695.00	\$ 63,527.75	11.39%
Rental	5530	\$ 45,512.50	\$ 27,867.75	\$ 45,512.50	\$ 420,966.00	\$ 375,453.50	10.81%
Cell Tower Revenue	5535	\$ 7,511.10	\$ 4,340.48	\$ 7,511.10	\$ 83,534.00	\$ 76,022.90	8.99%
Annual Passes	5536	\$ 73.00	\$ 579.05	\$ 73.00	\$ -	\$ (73.00)	0.00%
Parking Fees	5540	\$ 1,748.60	\$ 2,593.63	\$ 1,748.60	\$ 12,312.00	\$ 10,563.40	14.20%
Dues	5550	\$ 64.00	\$ -	\$ 64.00	\$ 2,160.00	\$ 2,096.00	2.96%
Activity Guide Revenue	5555	\$ -	\$ 1,500.00	\$ -	\$ 16,000.00	\$ 16,000.00	0.00%
Special Event	5561	\$ -	\$ -	\$ -	\$ 11,000.00	\$ 11,000.00	0.00%
Staffing Cost Recovery	5563	\$ 1,229.50	\$ -	\$ 1,229.50	\$ 5,000.00	\$ 3,770.50	24.59%
Special Event Permits	5564	\$ 100.00	\$ -	\$ 100.00	\$ 1,000.00	\$ 900.00	10.00%
Donations	5570	\$ 3,202.00	\$ 143.00	\$ 3,202.00	\$ 90,870.00	\$ 87,668.00	3.52%
Other/Purchase Discount Taken	5575	\$ 10,477.84	\$ 9,118.69	\$ 10,477.84	\$ 64,615.00	\$ 54,137.16	16.22%
Credit Card Processing Fee	5576	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Cash Over/Under	5580	\$ 15.00	\$ 10.00	\$ 15.00	\$ -	\$ (15.00)	0.00%
Incentive Income	5585	\$ -	\$ -	\$ -	\$ 1,600.00	\$ 1,600.00	0.00%
Reimbursement ROPS	5600	\$ -	\$ 108,346.56	\$ -	\$ 90,000.00	\$ 90,000.00	0.00%
Revenue		\$ 155,222.58	\$ 221,796.77	\$ 155,222.58	\$ 8,026,493.00	\$ 7,871,270.42	1.93%
YTD Comparison				\$ (66,574.19)			
Expense							
Full Time Salaries	6100	\$ 125,616.48	\$ 139,191.36	\$ 125,616.48	\$ 2,398,320.00	\$ 2,272,703.52	5.24%
Overtime Salaries	6101	\$ 2,259.30	\$ 1,492.96	\$ 2,259.30	\$ 34,286.00	\$ 32,026.70	6.59%
Car Allowance	6105	\$ 830.74	\$ 462.67	\$ 830.74	\$ 10,800.00	\$ 9,969.26	7.69%
Cell Phone Allowance	6108	\$ 1,132.00	\$ 1,049.32	\$ 1,132.00	\$ 15,900.00	\$ 14,768.00	7.12%
PartTime Salaries	6110	\$ 58,942.45	\$ 52,702.33	\$ 58,942.45	\$ 731,823.00	\$ 672,880.55	8.05%
Retirement	6120	\$ 22,796.81	\$ 22,003.50	\$ 22,796.81	\$ 440,350.00	\$ 417,553.19	5.18%
Pension	6121	\$ 135.22	\$ 135.22	\$ 135.22	\$ 1,045.00	\$ 909.78	12.94%
Employee Insurance	6130	\$ 15,781.44	\$ 10,377.99	\$ 15,781.44	\$ 345,185.00	\$ 329,403.56	4.57%
Workers Compensation	6140	\$ 9,686.15	\$ 8,564.06	\$ 9,686.15	\$ 168,953.00	\$ 159,266.85	5.73%
Unemployment Insurance	6150	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Loan Pension Obligation	6160	\$ -	\$ -	\$ -	\$ 243,610.00	\$ 243,610.00	0.00%
OPEB Expense	6161	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
PERS Unfunded Liability	6170	\$ 286,560.00	\$ 232,344.00	\$ 286,560.00	\$ 318,714.00	\$ 32,154.00	89.91%
Personnel		\$ 523,740.59	\$ 468,323.41	\$ 523,740.59	\$ 4,708,986.00	\$ 4,185,245.41	11.12%
YTD Comparison				\$ 55,417.18			
Services and Supplies							
Telephone	6210	\$ 819.93	\$ 783.52	\$ 819.93	\$ 11,456.00	\$ 10,636.07	7.16%
Internet Services	6220	\$ 4,731.38	\$ 595.00	\$ 4,731.38	\$ 40,258.00	\$ 35,526.62	11.75%
Pool Chemicals	6310	\$ 666.00	\$ 146.24	\$ 666.00	\$ 12,000.00	\$ 11,334.00	5.55%
Janitorial Supplies	6320	\$ 8,255.10	\$ 2,540.32	\$ 8,255.10	\$ 52,200.00	\$ 43,944.90	15.81%
Kitchen Supplies	6330	\$ -	\$ -	\$ -	\$ 1,400.00	\$ 1,400.00	0.00%
Food Supplies	6340	\$ -	\$ -	\$ -	\$ 12,075.00	\$ 12,075.00	0.00%
Water Maint & Service	6350	\$ -	\$ -	\$ -	\$ 1,080.00	\$ 1,080.00	0.00%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 380.00	\$ 380.00	0.00%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 650.00	\$ 650.00	0.00%
Insurance Liability	6410	\$ -	\$ -	\$ -	\$ 111,732.00	\$ 111,732.00	0.00%
Equipment Maintenance	6500	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00	0.00%
Fuel	6510	\$ -	\$ -	\$ -	\$ 43,000.00	\$ 43,000.00	0.00%
Vehicle Maintenance	6520	\$ 2,109.00	\$ -	\$ 2,109.00	\$ 35,400.00	\$ 33,291.00	5.96%
Office Equipment Maintenance	6530	\$ -	\$ -	\$ -	\$ 200.00	\$ 200.00	0.00%
Computer Equip Maintenance	6540	\$ -	\$ -	\$ -	\$ 2,400.00	\$ 2,400.00	0.00%
Building Repair	6610	\$ 6,604.32	\$ 110.32	\$ 6,604.32	\$ 96,200.00	\$ 89,595.68	6.87%
Bldg Equip Maint/Repair	6620	\$ 506.76	\$ -	\$ 506.76	\$ 22,875.00	\$ 22,368.24	2.22%
Improvements/Maintenance	6630	\$ 125.00	\$ -	\$ 125.00	\$ 24,000.00	\$ 23,875.00	0.52%
Grounds Maintenance	6710	\$ 4,139.59	\$ 818.68	\$ 4,139.59	\$ 87,980.00	\$ 83,840.41	4.71%
Park Signage (Branding)	6725	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Contracted Pest Control	6730	\$ 325.00	\$ -	\$ 325.00	\$ 2,000.00	\$ 1,675.00	16.25%
Rubbish & Refuse	6740	\$ 3,942.46	\$ -	\$ 3,942.46	\$ 65,760.00	\$ 61,817.54	6.00%
Vandalism/Theft	6750	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Memberships	6810	\$ 3,975.00	\$ 150.00	\$ 3,975.00	\$ 14,315.00	\$ 10,340.00	27.77%
Office Supplies	6910	\$ 227.45	\$ 110.30	\$ 227.45	\$ 29,934.00	\$ 30,161.45	0.76%
Postage Expense	6920	\$ -	\$ -	\$ -	\$ 31,900.00	\$ 31,900.00	0.00%
Advertising Expense	6930	\$ 410.00	\$ -	\$ 410.00	\$ 16,740.00	\$ 16,330.00	2.45%
Printing Charges	6940	\$ 778.16	\$ -	\$ 778.16	\$ 14,048.00	\$ 13,269.84	5.54%
Internet Charges	6950	\$ 1,833.70	\$ 1,167.38	\$ 1,833.70	\$ 55,758.00	\$ 53,924.30	3.29%
Shop Redev/Collection Fees	6960	\$ 33,311.67	\$ 31,173.50	\$ 33,311.67	\$ 399,740.00	\$ 366,428.33	8.33%
Shop Furn Fixture & Equip	6980	\$ 258.44	\$ 258.44	\$ 258.44	\$ 1,533.00	\$ 1,274.56	16.86%
Comp Hardware/Software Exp	6990	\$ -	\$ -	\$ -	\$ 13,264.00	\$ 13,264.00	0.00%
Fingerprint Fees (HR)	7010	\$ -	\$ -	\$ -	\$ 2,440.00	\$ 2,440.00	0.00%
Fire & Safety Insp Fees	7020	\$ -	\$ -	\$ -	\$ 3,925.00	\$ 3,925.00	0.00%

**Statement of Revenues and Expenditures
Fund 10 General Fund
July 2018 8%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Permit & Licensinq Fees	7030	\$ 1,041.21	\$ 1,225.00	\$ 1,041.21	\$ 11,150.00	\$ 10,108.79	9.34%
State License Fee	7040	\$ 511.25	\$ -	\$ 511.25	\$ 400.00	\$ 111.25	127.81%
Professional Services	7100	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Legal Services	7110	\$ -	\$ -	\$ -	\$ 69,150.00	\$ 69,150.00	0.00%
Typeset and Print Services	7115	\$ 12,169.07	\$ -	\$ 12,169.07	\$ 45,900.00	\$ 33,730.93	26.51%
Instructor Services	7120	\$ 5,938.66	\$ 4,902.98	\$ 5,938.66	\$ 168,426.00	\$ 162,487.34	3.53%
PERS Admin Fees	7125	\$ 108.45	\$ 145.61	\$ 108.45	\$ 1,550.00	\$ 1,441.55	7.00%
Audit Services	7130	\$ -	\$ -	\$ -	\$ 17,260.00	\$ 17,260.00	0.00%
Medical & Health Svcs (HR)	7140	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	0.00%
Security Services	7150	\$ 1,403.02	\$ 497.64	\$ 1,403.02	\$ 5,400.00	\$ 3,996.98	25.98%
Entertainment Services	7160	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0.00%
Business Services	7180	\$ 36,596.87	\$ 29,543.65	\$ 36,596.87	\$ 90,100.00	\$ 53,503.13	40.62%
Umpire/Referee Services	7190	\$ -	\$ -	\$ -	\$ 2,065.00	\$ 2,065.00	0.00%
Subscriptions	7210	\$ -	\$ -	\$ -	\$ 4,508.00	\$ 4,508.00	0.00%
Rents & Leases Equip	7310	\$ 1,191.52	\$ 123.45	\$ 1,191.52	\$ 38,210.00	\$ 37,018.48	3.12%
Bldg/Field Leases & Rental	7320	\$ -	\$ -	\$ -	\$ 120.00	\$ 120.00	0.00%
Event Supplies	7410	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Supplies	7420	\$ -	\$ -	\$ -	\$ 3,800.00	\$ 3,800.00	0.00%
Binqo Supplies	7430	\$ 350.65	\$ -	\$ 350.65	\$ 7,500.00	\$ 7,149.35	4.68%
Sportinq Goods	7440	\$ 294.45	\$ -	\$ 294.45	\$ 8,586.00	\$ 8,880.45	3.43%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 1,940.00	\$ 1,940.00	0.00%
Training Supplies	7460	\$ -	\$ -	\$ -	\$ 2,650.00	\$ 2,650.00	0.00%
Camp Supplies	7470	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 1,200.00	0.00%
Small Tools	7500	\$ 251.14	\$ 156.38	\$ 251.14	\$ 6,100.00	\$ 5,848.86	4.12%
Safety Supplies	7510	\$ -	\$ -	\$ -	\$ 4,690.00	\$ 4,690.00	0.00%
Uniform Allowance	7610	\$ 150.00	\$ 278.70	\$ 150.00	\$ 12,600.00	\$ 12,450.00	1.19%
Safety Clothing	7620	\$ 300.00	\$ -	\$ 300.00	\$ 6,054.00	\$ 5,754.00	4.96%
Conference&Seminar Staff	7710	\$ 3,675.00	\$ 1,020.00	\$ 3,675.00	\$ 19,775.00	\$ 16,100.00	18.58%
Conference&Seminar Board	7715	\$ -	\$ -	\$ -	\$ 2,280.00	\$ 2,280.00	0.00%
Conference&Seminar Travel Exp	7720	\$ 1,150.00	\$ 2,377.92	\$ 1,150.00	\$ 10,143.00	\$ 8,993.00	11.34%
Out of Town Travel Board	7725	\$ -	\$ -	\$ -	\$ 7,085.00	\$ 7,085.00	0.00%
Private Vehicle Mileage	7730	\$ 46.33	\$ -	\$ 46.33	\$ 2,503.00	\$ 2,456.67	1.85%
Transportation Charges	7740	\$ -	\$ -	\$ -	\$ 1,110.00	\$ 1,110.00	0.00%
Buses/Excursions	7750	\$ -	\$ -	\$ -	\$ 23,950.00	\$ 23,950.00	0.00%
Utilities Gas	7810	\$ 1,219.95	\$ -	\$ 1,219.95	\$ 27,488.00	\$ 26,268.05	4.44%
Utilities Water	7820	\$ -	\$ -	\$ -	\$ 816,188.00	\$ 816,188.00	0.00%
Utilities Electric	7830	\$ -	\$ -	\$ -	\$ 237,062.00	\$ 237,062.00	0.00%
Assessmnt Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Awards and Certificates	7910	\$ 64.33	\$ -	\$ 64.33	\$ 16,940.00	\$ 16,875.67	0.38%
Meals for Staff Training	7920	\$ -	\$ -	\$ -	\$ 2,810.00	\$ 2,810.00	0.00%
Employee Morale	7930	\$ -	\$ -	\$ -	\$ 4,250.00	\$ 4,250.00	0.00%
COP Debt PV Fields	7950	\$ 20,202.92	\$ 20,534.08	\$ 20,202.92	\$ 242,435.00	\$ 222,232.08	8.33%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ 833.33	\$ 833.33	\$ 10,000.00	\$ 9,166.67	8.33%
Reserve Computer Fleet	7971	\$ 416.67	\$ 416.67	\$ 416.67	\$ 5,000.00	\$ 4,583.33	8.33%
Reserve Dry Period	7973	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 90,000.00	\$ 82,500.00	8.33%
Reserve Repair/Oper/Admin	7975	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 30,000.00	\$ 27,500.00	8.33%
Services and Supplies		\$ 170,933.77	\$ 107,409.11	\$ 170,933.77	\$ 3,303,921.00	\$ 3,134,253.53	5.17%
YTD Comparison				\$ 63,524.66			
Capital	8400	\$ -	\$ -	\$ -	\$ 396,400.00	\$ 396,400.00	0.00%
Equip/Facility Replacement	8420	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00	0.00%
Hardwalls GM/HR Offices	8425	\$ -	\$ 9.20	\$ -	\$ -	\$ -	0.00%
Auditorium Restroom Remodel	8435	\$ 2,771.41	\$ -	\$ 2,771.41	\$ -	\$ 2,771.41	0.00%
Expense		\$ 631,637.39	\$ 515,063.54	\$ 631,637.39	\$ 8,416,307.00	\$ 7,784,669.61	7.50%
Total Expenses w/Out Capital		\$ 694,674.36	\$ 575,732.52	\$ 694,674.36	\$ 8,012,907.00	\$ 7,319,498.94	8.7%
YTD Comparison				\$ 118,941.84			

**Statement of Revenues and Expenditures
Fund 20 Assessment District
July 2018 8%**

Description	Account	Period	Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue								
Interest Earnings	5310	\$	-	\$ 36.27	\$ -	\$ 275.00	\$ 275.00	0.00%
Assessment Revenue	5500	\$	-	\$ -	\$ -	\$ 1,108,778.00	\$ 1,108,778.00	0.00%
Revenue		\$	-	\$ 36.27	\$ -	\$ 1,109,053.00	\$ 1,109,053.00	0.00%
YTD Comparison					\$ (36.27)			
Expense								
Full Time Salaries	6100	\$	723.40	\$ 4,010.10	\$ 723.40	\$ 21,232.00	\$ 20,508.60	3.41%
Retirement	6120	\$	122.82	\$ 703.16	\$ 122.82	\$ 3,752.00	\$ 3,629.18	3.27%
Employee Insurance	6130	\$	163.11	\$ 408.74	\$ 163.11	\$ 3,707.00	\$ 3,543.89	4.40%
Workers Compensation	6140	\$	68.23	\$ 412.85	\$ 68.23	\$ 2,026.00	\$ 1,957.77	3.37%
Personnel		\$	1,077.56	\$ 5,534.85	\$ 1,077.56	\$ 30,717.00	\$ 29,639.44	3.51%
YTD Comparison					\$ (4,457.29)			
Services and Supplies								
Incidental Costs Assess	6709	\$	-	\$ -	\$ -	\$ 31,660.00	\$ 31,660.00	0.00%
Tree Care Assess	6719	\$	-	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
Contracted LS Services	6720	\$	15,513.83	\$ -	\$ 15,513.83	\$ 473,568.00	\$ 458,054.17	3.28%
Park Amenities Assess	6722	\$	-	\$ -	\$ -	\$ 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	\$	42,617.42	\$ 32,738.25	\$ 42,617.42	\$ 511,409.00	\$ 468,791.58	8.33%
Services and Supplies		\$	58,131.25	\$ 32,738.25	\$ 58,131.25	\$ 1,074,197.00	\$ 1,016,065.75	5.41%
YTD Comparison					\$ 25,393.00			
Total Expenses		\$	59,208.81	\$ 38,273.10	\$ 59,208.81	\$ 1,104,914.00	\$ 1,045,705.19	5.4%
YTD Comparison					\$ 20,935.71			

**Statement of Revenues and Expenditures
Fund 30 Park Dedication Fee (Quimby Fees)
July 2018 8%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ -	\$ -	\$ (8,600.00)	\$ (8,600.00)	0.00%
MBS Interest Earnings	5320	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Revenue		\$ -	\$ -	\$ -	\$ 8,600.00	\$ 8,600.00	0.00%
YTD Comparison							
Services and Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Capital	8400	\$ -	\$ -	\$ -	\$ 895,600.00	\$ 895,600.00	0.00%
Capital		\$ -	\$ -	\$ -	\$ 895,600.00	\$ 895,600.00	0.00%
YTD Comparison							

Date Received	Amount	Developer	Amount Used or Earmarked	Balance	Sunset Date
7/31/2014	\$ 615,709.00	AMLI	\$ 189,887.74	\$ 425,821.26	7/31/2019
1/31/2015	\$ 2,250,489.00	Comstock	\$ -	\$ 2,250,489.00	1/31/2020
8/8/2016	\$ 2,649,209.00	Elacora Mission Oaks	\$ -	\$ 2,649,209.00	8/8/2021
8/10/2016	\$ 474,353.00	KB Homes	\$ -	\$ 474,353.00	8/10/2021
6/7/2018	\$ 21,612.25	Crestview	\$ -	\$ 21,612.25	6/7/2023
6/29/2018	\$ 96,391.39	Aldersgate Construction	\$ -	\$ 96,391.39	6/29/2023
Total	\$ 6,107,763.64		\$ 189,887.74	\$ 5,917,875.90	

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: September 6, 2018

**SUBJECT: 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**

RECOMMENDATION

It is recommended the Board accept the Senior and Community Recreation Facility Needs Study completed by Greenplay LLC. and reauthorize the Liaison Committee to continue to discuss options to fulfill needs identified in the Study.

BACKGROUND

In 2013, the District embarked on a Strategic Plan which was to serve as a framework to set direction for making decisions over a five-year period (2013-2018). This document was developed to focus on the following areas: 1) collaborations with strategic partners, 2) address the challenges of providing balance of programs and facilities, 3) address demographic changes, and 4) organizational health to meet the District's service goals. In 2013, the District also developed a 5-year Capital Improvement Plan (2013-2018); this plan included facilities and parks that would require modification, replacement and improvement over the next 5 years.

In June of 2017 the District entered into an agreement to complete a Senior and Community Recreation Facility Needs Study (Study) in conjunction with the City of Camarillo (City). This agreement also established a Joint Needs Study Ad Hoc Committee (Committee) consisting of the City's and District's Liaison Committees. At the September 2017 Board meeting, the District Board entered into an agreement with Greenplay to conduct the Senior and Community Recreation Facility Needs Study.

ANALYSIS

The purpose of the Study is to evaluate the current shortage of recreational and educational space. The District and the City are seeking to better understand the recreational and educational needs of the community with an emphasis on the senior population. With information from the Study, the District and the City will be able to better plan for the expansion of existing facilities and/or

the construction of new facilities to accommodate the indoor recreation needs of the District's and City's constituents.

A key component of the Needs Assessment is a systematic approach to data collection. Collecting data from people in the community provides the community with the opportunity to gain a voice in the process of policy making. Having reliable citizen input serves an extremely important procedural purpose since many policy decisions could be adjusted by what the citizens might say and/or want as the District makes choices between different kinds of recreation options.

The methods Greenplay used to gain citizen input were: stakeholder interviews, focus groups, a statistically valid survey, 2 community wide meetings and at least 3 separate presentations. Greenplay conducted the following outreach: five focus group meetings with approximately 12-15 people per group, 11 individual stakeholder meetings, one Community meeting, tours of facilities and meetings with District and City Staff.

Greenplay completed the following tasks:

November - Statistically Valid Survey mailed to 3,000 randomly selected residents and open survey was made available to public

December - Survey analysis

January - Draft versions of the report and presentation reviewed by staff

February - Final draft of report and presentation presented to the Liaison Committee

April – Final draft report and presentation presented to District Board and City Council

June – Revised draft report included more extensive detail to plans 3, 2, and 1 which also included O&M costs

This document will assist the District to identify next steps and whether or not the District should expand, repurpose existing facilities or if new facilities will be needed.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

It is recommended the Board accept the Senior and Community Recreation Facility Needs Study completed by Greenplay LLC. and reauthorize the Liaison Committee to continue to discuss options to fulfill needs identified in the Study.

ATTACHMENTS

- 1) Senior and Community Recreation Facility Needs Study (276 pages)
- 2) Resolution No. 597 (1 page)

Resolution No. 597

Resolution of the Board of Directors of Pleasant Valley Recreation and Park District Accepting the Pleasant Valley Recreation and Park District Senior and Community Recreation Center Facility Needs Assessment Study as Prepared by Greenplay LLC. and Reauthorization of Continued Participation in the Ad Hoc Liaison Committee

WHEREAS, the Board of the Pleasant Valley Recreation and Park District and City of Camarillo have partnered to assess the needs of the District population regarding recreation needs; and

WHEREAS, the Board of the Pleasant Valley Recreation and Park District recognizes the need to be properly informed of the needs of its constituents; and

WHEREAS, further exploration of the need for new or refurbished facilities requires Board endorsement; and

WHEREAS, the results of this study accurately assess the recreation needs of the community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby:

Accepts the findings and recommendations found within the Pleasant Valley Recreation and Park District Senior and Community Recreation Center Facility Needs Assessment Study as prepared by Greenplay LLC.; and

Authorizes the General Manager to continue to explore all potential options for fulfilling the needs as identified in the Pleasant Valley Recreation and Park District Senior and Community Recreation Center Facility Needs Assessment Study; and

Endorses continued Director and Staff participation in the Liaison Committee with representatives of the City of Camarillo to continue to explore available options for fulfilling the needs as identified in the Senior and Community Recreation Center Facility Needs Assessment Study.

Approved and Adopted the sixth day of September 2018.

I, the undersigned, hereby certify that the foregoing Resolution No. 597 was duly adopted by the Board of Directors following a roll call vote:

Ayes:

Noes:

Absent:

Mark Malloy, Chairman, PVRPD Board of Directors

ATTESTED:

Elaine Magner, Secretary, PVRPD Board of Directors



Pleasant Valley Recreation and Park District
Senior and Community Recreation Center
Facility Needs Assessment Study

August 2018



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ACKNOWLEDGEMENTS

Pleasant Valley Recreation and Park District and City of Camarillo Liaison Committee

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Director Elaine Magner, Pleasant Valley Recreation and Parks District
City Councilmember Jan McDonald, City of Camarillo
City Councilmember Tony Trembley, City of Camarillo
City Manager Dave Norman, City of Camarillo
Director of Community Development Joe Vacca, City of Camarillo
Mary Otten, General Manager, Pleasant Valley Recreation and Park District
Megan Hamlin, Administrative Analyst, Pleasant Valley Recreation and Park District

Pleasant Valley Recreation and Park District Board of Directors

Mark Malloy, Chairman
Robert Kelley, Vice Chairman
Elaine Magner, Secretary
Mike Mishler, Director
Neal Dixon, Director

City of Camarillo Council Members

Mayor Charlotte Craven
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Councilmember Mike Morgan
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Executive Summary

Project Vision

The Pleasant Valley Recreation and Park District (PVRPD), in conjunction with the City of Camarillo, requested GreenPlay, LLC, to conduct a Needs Assessment for senior recreation and indoor recreation within the community that the District serves. This Senior and Community Recreation Facility Needs Assessment Study will allow PVRPD to determine how its current senior center and recreation facilities are meeting the needs of the community. The District currently serves the City of Camarillo and the surrounding area, a population of above 77,000. According to the District's 2013-2018 Strategic Plan, over 33 percent of households in the sphere of influence include persons over the age of 65. The District manages 28 parks and the following facilities – a senior center, a community center, as well as the indoor aquatics center. This plan includes extensive community outreach and feedback, along with a market assessment and needs assessment to determine whether or not the District should expand or repurpose existing facilities, or if new facilities will be needed.

To identify potential gaps in senior and general recreation services (for indoor facility dependent recreation facilities and services), our team engaged all segments of the community. Input was used to determine participation levels, unmet needs, use of alternative providers, support for funding of a new or expanded center, and other information that led to implementable goals and recommendations. We worked closely with the District, the City of Camarillo, and other stakeholders to identify gaps in recreation and activities for the senior population and other members of the community.

Methodology of this Planning Process

The project consisted of the following tasks:

- Strategic Kick-Off Meeting
- Determination of Critical Success Factors
- Review of Information Gathered
- Evaluation of Current Facilities
- Assessment of Current Programs
- Stakeholder Meetings, Focus Groups, and a Public Forum
- Community Needs Assessment – Statistically Valid Survey and Open Link Survey
- Demographic and Trends Analysis
- Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis
- Tour of Potential Sites for a New Recreation Center
- Market Assessment
- Identification of Service Gaps
- Identification of Recreation Facilities Gaps
- Identification of Solutions to Meet Community Needs
- Identification of Indoor Recreational Facility Amenities
- Findings Presentation Public Forum
- Visioning Workshop
- Recommendations for Facility Improvements - expand, repurpose existing facilities, or if new facilities will be needed
- Operational and Maintenance Analysis
- Draft Report
- Final Report and Presentation

GreenPlay facilitated five (5) focus groups involving 61 people, eleven (11) stakeholder meetings and two (2) public forums attended by approximately 250 people, most of whom frequently use the facilities and/or programs. A total of 3,500 surveys were mailed to a random sample of PVRPD residents. In addition to the mailed invitation survey, an open link online survey was made available to all Park District residents. A total of 1,084 surveys, 336 invitation surveys and 748 open links surveys, were received. The following is a summary of the top community recreation priorities based on the focus groups, the public forums, and surveys received.

SURVEY RESULTS MAJOR THEMES

- PVRPD should keep up the good work with facilities and parks.
- Trails/pathways are also highly important.
- Special event space and a senior activities area are highly desired.
- Senior programs, youth programs, and special events are important.
- The current location, 1605 E. Burnley is the best location.

Top Community Recreation Priorities

Facilities Areas of Improvement

- Facilities (indoor and outdoor)
 - Design, quantity, quality, accessibility, infrastructure
 - Senior, youth, family
 - ◆ Community spaces
 - ◆ Classrooms
 - ◆ Gymnasium
 - ◆ Multiuse spaces
 - ◆ Event space

Program Areas of Improvement

- Active Recreation
- Passive Recreation
- Lifelong Learning Opportunities
- Cultural Arts
- Health and Wellness

Program and Indoor Facilities Analysis

GreenPlay worked with the PVRPD General Manager to analyze existing indoor recreational facilities in the District. The assessment consisted of an analysis of the general ability to provide the desired indoor recreational programs, facilities, and services identified by the PVRPD community.

The District is currently experiencing a lack of available facilities to meet demand, and overcrowding of existing indoor facilities exists. The District currently offers over 1,700 unique programs and classes with program participants reaching over 800,000 annually, which does not include passive park users or special event participants.

Additionally, the existing providers and associated facilities cannot meet the expressed desires and needs of the community. It is the consultant's opinion that a new indoor senior and community recreation center would not adversely affect the other service providers, but instead provide additional opportunities to expose residents to the entry level programs and services they provide, acting as a feeder system to other service providers.

According to the 2016 Program Statistics Analysis conducted by the District and reviewed during this study, the following observations have been made:

- Aquatics, community classes, and sports are meeting community demand.
- Senior/Adult programming is losing participants due to overcrowding and lack of available facilities.
- At least 15 Senior/Adult programming needs have been identified and denied due to a lack of available facilities.

PROGRAM STATISTICS ADULT PROGRAMS REQUESTED IN 2016 AND DENIED DUE TO LACK OF FACILITY SPACE

- | | | |
|----------------------|-----------------------------|------------------------------|
| • Bridge Tournaments | • Additional Pinochle Games | • Grandparents Support Group |
| • Book Club | • Seminars | • Drop-in Computer Use |
| • Ceramics | • Drop-in Basketball | • TV Room |
| • Sewing Class | • Additional Card Group | • Lunch Groups |
| • Quilting Club | • Grievance Group | |
| • Newtimer's Group | | |

Auditoriums and gymnasiums are also used above the optimal capacity as identified by the District, often resulting in unmet needs for the community.

- Due to high class/meeting room reservation rates at the Freedom Center and the Community Center, it is impractical to expand programming within the current facilities to meet the needs of seniors as well as the community at large.
- Use of the Freedom Center gym is a short-term situation; the District doesn't own the land, building, or parking lot, and access could be terminated at any time.
- The existing Senior Center is maxed out with regard to usage and programming.

PVRPD staff does a good job maintaining the current facilities and utilizing them to their maximum potential. Unfortunately, the majority of PVRPD's current facilities are outdated, in need of expensive infrastructure upgrades, and are reaching the end of their useful life expectancy. Recreational programming has changed, and the current facilities are not easily adaptable to today's recreation needs. Attempting to renovate and/or repurpose the existing facilities will be extremely costly and will not result in any improvements that would allow for additional programming.

National and Regional trends indicate an increase in recreational program participation when appropriate facilities are accessible and available. GreenPlay's observations and experience validates that communities experience a significant increase in recreational program participation when agencies are able to provide a variety of appropriate recreational spaces. It is the collective opinion of the consultant team that the existing facilities need to be replaced in order for PVRPD to expand and enhance programming to meet the identified needs and desires of the community.

Helpful District Statistics

1. Freedom Gymnasium
 - a. Users: 7,673: 2016 Calendar Year
 - i. Table Tennis, Pickleball, Badminton, Basketball, Special Olympics
2. Community Center (Special Event/Large Event)
 - a. 2,917+ Adult Users: 2016 Calendar Year
 - i. 50+ Expo, Wii Bowling, Movies, and more
3. Senior Center/Classrooms
 - a. 38,501+ Adult Users: 2016 Calendar Year
 - i. Art, Arthritis, Band, Billiards, Bingo, Blood Pressure, Bone Builders, Café, Games, Parkinson's, and more
4. PV Aquatics Center
 - a. 16,538 Adult Users – 2016 Calendar Year
 - i. Water Exercise, Lap Swim (AM, Lunch, PM), Aquacize, Adult Swim Lessons
 - b. 333 Senior Passes Sold – 2017 Calendar Year

The following chart represents the current Square Footage of Facilities Owned or Managed by PVRPD.

Table 1: Square Footage of Facilities Owned or Managed by PVRPD.

Facilities Owned or Managed by PVRPD	Indoor Sq. Ft	Indoor Activity Space/Sq. Ft	Indoor/District Owned Activity Space/Sq. Ft.	Sq. Ft. 1605 E. Burnley
Community Center	10,351	10,351	10,351	10,351
Classrooms	4,615	4,615	4,615	4,615
Administrative Offices	2,849			
Senior Center	3,974	3,974	3,974	3,974
Freedom Center	6,738	6,738	6,738	
Freedom Gymnasium	10,065	10,065		
Aquatic Center	15,143	15,143	15,143	
PV East Meeting Room	1,152	1,152	1,152	
Dos Caminos	900	900	900	
Total	54,887	52,038	41,973	18,940

Solutions to Meet Community Demand for Programs and Facilities

During the development of the Critical Success Factors for this project, the Liaison Committee requested the development of “Three Plans” (Plan 1, Plan 2, Plan 3) of concepts for additional senior and community recreation facilities.

Plan 1 (Approximately 14,616 square feet): Calls for a multi-use facility to address some of the overcrowding of current facilities. All current facilities would remain in current condition. Activity Spaces to include the addition of Multi-generational Lounge, Multi-generational Game Room, Multi-generational Activity Room (converts into recreational space, programs, special events), and Multi-generational Large Multi-Purpose Fitness Room (group exercise classes, yoga, Zumba, tone & stretch, Pilates, Stretching for Everyone, etc.).

Plan 2 (Approximately 31,272 square feet): Calls for new facilities which would include multi-use facility needed to expand and enhance programs and services to address the majority of identified community desires and needs. Activity Spaces to include Multi-generational Lounge, Multi-generational Game Room, Multi-generational Activity Room (converts into recreational space, programs, special events, etc.), Multi-generational Large Multi-Purpose Fitness Room (group exercise classes, yoga, Zumba, tone & stretch, Pilates, Stretching for Everyone, etc.) Multi-generational Gymnasium, and locker rooms.

Plan 3 (Approximately 68,454 square feet): Calls for new facilities which would include all of the facility elements needed to expand and enhance programs and services to address all of the identified community desires and needs, and position the District to perform well into the future. This facility would be an all-in-one facility to include a Senior Wing (dedicated), Youth Wing (dedicated), Special Event Space/Auditorium, Multi-purpose rooms, Family Services (dedicated), Fitness Space, Gymnasium, Administrative offices, circulation, and support.

PVRPD CONCEPTUAL SQUARE FOOTAGE

5/25/18

A. Operations - Building Support		Plan 3	Plan 2	Plan 1
A.01	Entry Lobby	1,200	1,000	800
A.02	Reception / Access Control / Registration	300	300	300
A.03	Waiting Area	300	300	300
A.04	Vending Area	120		120
A.05	Exam/ Consultation Room	300		
A.06	Café	300		
A.07	Locker Rooms with Showers (Men's and Women's)	1,400	1,000	
A.08	Accessible Toilet Room (men's and women's)	500	500	400
A.09	Custodial Closet (ground and upper floors)	80	80	80
A.10	Communications - IPS and Server Room	150	150	150
A.11	Electrical Room	120	120	120
A.12	Mechanical Room	400	400	200
A.13	General Building Storage	585	400	400
A.14	Fire Pump Room	120	120	120
Subtotal: Building Support Spaces		5,875	4,370	2,990

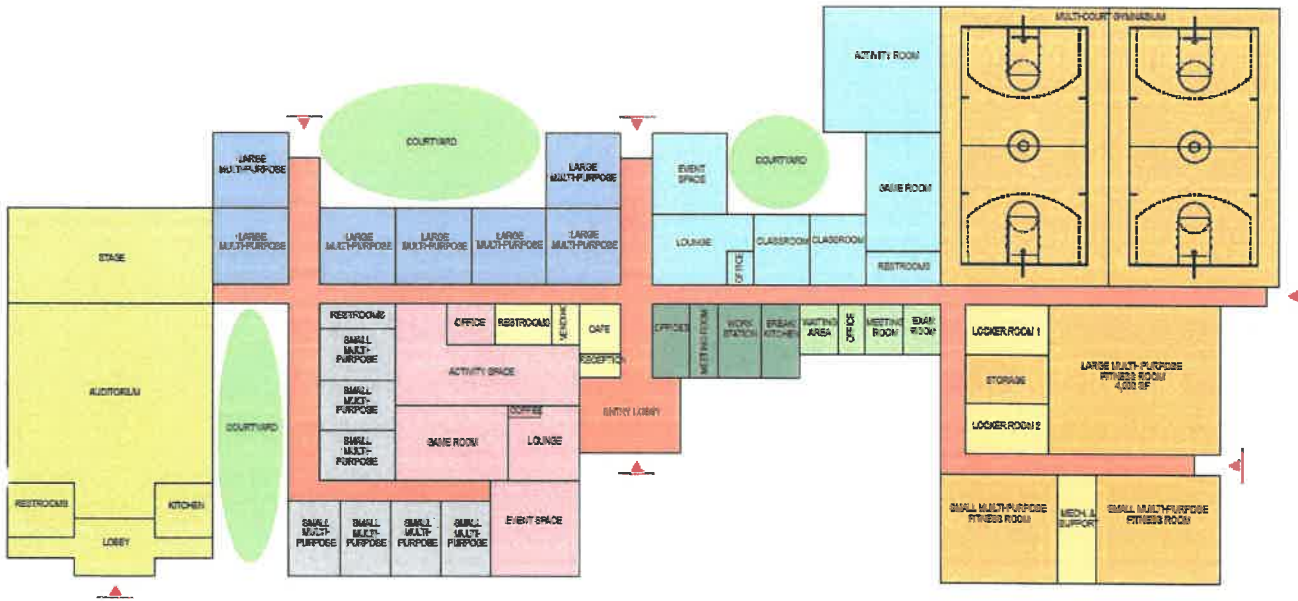
B. Operations - Facility Administration		Plan 3	Plan 2	Plan 1
B.01	Offices (all general offices)	1,000	120	120
B.02	Conference/ Meeting Rooms	450		
B.03	Work Station Space	300		
B.04	Breakroom/ Kitchen	300		
B.05	Storage	70	70	70
B.06	Staff Restroom - Unisex	200	200	200
Subtotal: Facility Administration		2,320	390	390

C. Activity Spaces		Plan 3	Plan 2	Plan 1
C.01	Multi-Purpose Gymnasium (2 courts @ 80 x 94)	12,000	12,000	
C.02	Gymnasium Storage	600	500	
C.03	Lounge (multi-generational)	1,600	1,200	1,200
C.04	Game Room (multi-generational)	1,400	1,200	1,200
C.05	Activity Room (multi-generational)	4,800	3,200	3,200
C.06	Classroom (before/after school/daycare)	1,200		
C.07	Large Multi-Purpose Fitness Room	4,000	3,200	3,200
C.08	Small Multi-Purpose Fitness Room	4,000		
Subtotal: Activity Spaces		29,600	21,300	8,800

D. Community Spaces		Plan 3	Plan 2	Plan 1
D.01	Large Classroom Style Space	6,300		
D.02	Small Classroom Style Space	4,200		
D.03	Large Open Space (dividable)	6,000		
D.04	Commercial Kitchen	1,000		
D.05	Coffee Bar	50		
D.06	Special Event Spaces (senior and youth wings)	1,700		
Subtotal: Community Spaces		19,250	-	-

Sub Total Summary	57,045	26,060	12,180
Circulation:(20% of Total Building SF)	11,409	5,212	2,436
Total Gross	68,454	31,272	14,616

- changes to square footage
- program does not apply

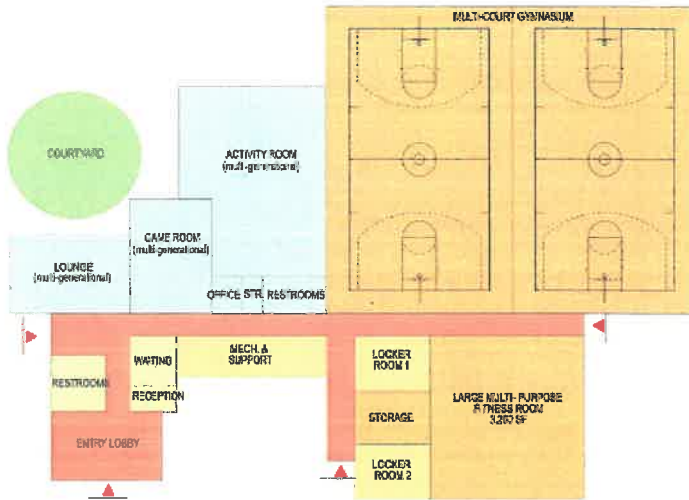


PLAN 3 SPACE DIAGRAM - SCALE 1" = 40'

LEGEND

68,454 sf

- | | | |
|---|---|---|
| SENIOR | GYMNASIUM & FITNESS | ADMINISTRATION |
| YOUTH | CIRCULATION | FAMILY SERVICES |
| LARGE MULTI-PURPOSE | AUDITORIUM | SUPPORT SPACES |
| SMALL MULTI-PURPOSE | LOBBY/ ENTRANCE | |

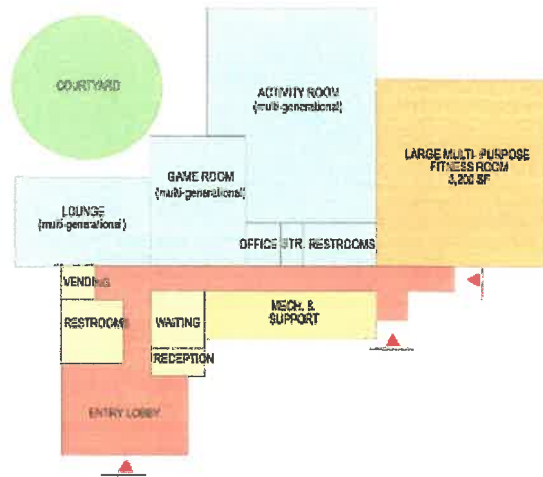


■ PLAN 2 SPACE DIAGRAM - SCALE 1" = 40' 0 20' 40' 80'

LEGEND

31,272 sf

- | | |
|--|--|
| ACTIVITY SPACES
(multi-generational) | GYMNASIUM & FITNESS |
| CIRCULATION
LOBBY/ ENTRANCE | SUPPORT SPACES |
| OPERATIONS/ BUILDING
SUPPORT | |








PLAN 1 SPACE DIAGRAM - SCALE 1" = 40'



LEGEND

14,616 sf

- | | | | |
|---|---|---|---------------------|
|  | ACTIVITY SPACES
(multi-generational) |  | GYMNASIUM & FITNESS |
|  | CIRCULATION
LOBBY/ ENTRANCE |  | SUPPORT SPACES |
|  | OPERATIONS/ BUILDING
SUPPORT | | |

The following is a list of the most desired programs and activities as identified through community input during the project listed in order of response:

Most Desired Programs and Activities

- Special events
- Senior activities
- Senior programs
- Youth programs
- More programs and events
- Community events
- Lap swimming
- Gymnasium activities
- Exercise/fitness/dance/wellness activities
- Leisure activities
- Computer activities/learning activities

Lifelong Learning and Cultural Arts

- Senior social interaction
- Affordable meals
- Cultural activities
- Social dances
- Pottery, arts, crafts, sewing, jewelry making
- Cooking classes
- Folk, country, rock and roll guitar programs
- Educational classes (brain health, stress management, cardio health, nutrition, diabetes, foreign languages, cooking, technology – email, smartphone, etc.)

Active Recreational Programs

- Pickleball
- Lawn Bowling
- Basketball
- Ping-Pong
- Bocce Ball
- Badminton
- Volleyball
- Indoor Soccer/Futsal
- Outdoor recreation including organized hikes and walking classes
- Fitness Classes
- Yoga, meditation, stress, balance, chair exercise classes, tai chi classes
- Fitness equipment classes
- Consider cardiovascular and select weight equipment as an add alternate

Youth Programs

- Childcare/programs for younger children
- Before and after school programs
- Board and video games
- Outdoor basketball

Desired Facilities Amenities

- Warm, inviting welcome lounge area to socialize
- Dedicated area and services for seniors
- Multiple spaces for various fitness and educational classes



Special Event Spaces

- Large multi-use space with separate breakout areas
- Café for socializing and eating
- Large Community Kitchen

Gymnasium

- 2 court gym (one main high school size court with two cross courts)
- Traditional gym to facilitate active sports programming– basketball, pickleball, ping-pong, volleyball, badminton, indoor soccer/futsal, fitness classes

Classrooms/multi-purpose spaces

- Combination of larger and smaller multi-purpose spaces
- Several with sinks, storage closets built into walls

The additional recreational activity areas that have been recommended will allow PVRPD to greatly expand and enhance program offerings.

Recommendations

An analysis of input received in focus groups, stakeholder meetings, staff interviews, community needs assessment survey, facility and site tours, market analysis, and demographic and trends research confirm that PVRPD residents desire improved and expanded facilities. The GreenPlay Team, including Mogavero Architects, recommends considering building a new Senior and Community Recreation Center at the current site of the main PVRPD facilities. This location provides for an exceptional recreation experience all in one place and takes advantage of land currently owned by the PVRPD, allowing for maximum operational efficiency and use of an existing, successful location. Plan 3 is the recommended plan, as this plan has all of the facility elements needed to expand and enhance programs and services to address all of the identified community desires and needs, and position the District to perform well into the future. This new facility would have the latest technology and equipment, would be energy efficient, and would most likely be a LEED Certified facility.

Potential Project Construction Costs Ranges for each plan would be as follows:

PVRPD CONCEPTUAL BUDGET - PLAN 3

A. Operations - Building Support		Base Program	Cost / SF Range	Program Cost Range	
Subtotal: Building Support Spaces		5,875		\$3,045,500	\$3,759,000
approximate cost per square foot				\$518	\$640
B. Operations - Facility Administration		Base Program	Cost Range	Program Cost Range	
Subtotal: Facility Administration		2,320		\$834,500	\$964,000
approximate cost per square foot				\$360	\$416
C. Activity Spaces		Base Program	Cost Range	Program Cost Range	
Subtotal: Activity Spaces		29,600		\$15,000,000	\$17,080,000
approximate cost per square foot				\$507	\$577
D. Community Spaces		Base Program	Cost Range	Program Cost Range	
Subtotal: Community Spaces		19,250		\$7,357,500	\$8,372,500
approximate cost per square foot				\$382	\$435
Sub Total Summary		57,045	\$460 - \$529	\$26,237,500	\$30,175,500
Circulation (20% of Total Building SF)		11,409	\$350 - \$400	\$3,993,150 -	\$4,563,600
Total Gross		68,454	\$442 - \$507	\$30,230,650 -	\$34,739,100

TOTAL BUILDING COST	\$475	\$32,484,875
SITE DEVELOPMENT COST		
Utilities / Infrastructure		\$750,000 - \$1,000,000
Site Circulation / Parking		\$1,000,000 - \$2,000,000
Landscape / Site Furnishings		\$500,000 - \$750,000
		\$2,250,000 - \$3,750,000
TOTAL SITE DEVELOPMENT COST		\$3,000,000
TOTAL BUILDING AND SITE CONST. COST - 2018		\$35,484,875
15% ESCALATION TO 6/1/2021		\$5,322,731.25
PROJECT SOFT COSTS: 30%		\$12,242,282
<i>Example: submittal fees, impact development fees, loan costs, design fees, insurance, interest, etc.</i>		
TOTAL PROJECT COST - 2021		\$47,727,157
CONTINGENCY: 10%		\$4,772,716
TOTAL PROJECT COST - 2021 - W/CONTINGENCY		\$52,499,872.56

- This low cost range assumes a medium level quality of finish with durable surfaces on the interior (LVT and some accent wall covering) and accent fenestration on the exterior (corrugated metal paneling, thin brick).
- This high cost range assumes a high level quality of finish with premium surfaces on the interior (stone and wood paneling) and major fenestration on the exterior (aluminum panels, stone, rainscreens).
- The costs have been escalated to what is assumed to be the midpoint of construction in 2021. We assume a start date in the summer of 2020 and a 24 month construction duration.

The projected cost for the building elements program for Plan 3 is estimated to be \$35.5 in construction costs and \$52.5M total project costs in 2021 dollars. The conceptual plans have been developed to illustrate potential space elements for a new Senior and Community Recreation Center.

Pleasant Valley Recreation and Park District Plan 3 Preliminary Draft Operational Budget for Recreation Center			
Preliminary Draft Operational Budget Projections - Budget developed to determine the expenses and revenues that may be achieved with Plan 3. Number of daily entrances and program registrations needed to be sold to reach cost recovery target identified by PVRPD staff. No guarantee is being implied by GreenPlay that these projections will be obtained.			
	Estimated Cost Recovery	83%	Goal 65%
STAFFING PROJECTIONS			
Contractual Services		\$177,265	29.53%
Commodities		\$270,040	44.98%
		\$153,004	25.49%
	TOTAL EXPENSES	\$600,309	
REVENUE			
Passes		\$317,800.00	
Rentals		\$102,700.00	
Recreation Programs		\$80,600.00	
	TOTAL REVENUE	\$501,100.00	
	TOTAL NET	-\$99,209.00	
	COST RECOVERY	83%	

Potential budget implications total: One-time cost of \$52.5M for total project costs for construction of a Plan 3 Senior and Community Recreation Center and annual costs of \$99,209 subsidy for operations and maintenance costs.

Estimated Cost recovery is 83%.

PVRPD CONCEPTUAL BUDGET - PLAN 2

A. Operations - Building Support		Base Program	Cost / SF Range	Program Cost Range	
Subtotal: Building Support Spaces		4,370		\$2,358,000	\$2,967,000
approximate cost per square foot				\$540	\$679
B. Operations - Facility Administration		Base Program	Cost Range	Program Cost Range	
Subtotal: Facility Administration		390		\$183,000	\$216,000
approximate cost per square foot				\$469	\$554
C. Activity Spaces		Base Program	Cost Range	Program Cost Range	
Subtotal: Activity Spaces		21,300		\$11,335,000	\$13,000,000
approximate cost per square foot				\$532	\$610
D. Community Spaces		Base Program	Cost Range	Program Cost Range	
Subtotal: Community Spaces		0		\$0	\$0
approximate cost per square foot				\$0	\$0
Sub Total Summary		26,060	\$532 - \$621	\$13,876,000	\$16,183,000
Circulation (20% of Total Building SF)		5,212	\$350 - \$400	\$1,824,200 -	\$2,084,800
Total Gross		31,272	\$502 - \$584	\$15,700,200 -	\$18,267,800

TOTAL BUILDING COST	\$543	\$16,984,000
SITE DEVELOPMENT COST		
Utilities / Infrastructure		\$750,000 - \$1,000,000
Site Circulation / Parking		\$1,000,000 - \$2,000,000
Landscape / Site Furnishings		\$500,000 - \$750,000
		\$2,250,000 - \$3,750,000
TOTAL SITE DEVELOPMENT COST		\$3,000,000
TOTAL BUILDING AND SITE CONST. COST - 2018		\$19,984,000
15% ESCALATION TO 6/1/2021		\$2,997,600.00
PROJECT SOFT COSTS: 30%		\$6,894,480
<i>Example: submittal fees, impact development fees, loan costs, design fees, insurance, interest</i>		
TOTAL PROJECT COST - 2021		\$26,878,480
CONTINGENCY: 10%		\$2,687,848
TOTAL PROJECT COST - 2021 - W/CONTINGENCY		\$29,566,328.00

- This low cost range assumes a medium level quality of finish with durable surfaces on the interior (LVT and some accent wall covering) and accent fenestration on the exterior (corrugated metal paneling, thin brick).
- This high cost range assumes a high level quality of finish with premium surfaces on the interior (stone and wood paneling) and major fenestration on the exterior (aluminum panels, stone, rainscreens).
- The costs have been escalated to what is assumed to be the midpoint of construction in 2021. We assume a start date in the summer of 2020 and a 24 month construction duration.

The projected cost for the building elements program for Plan 2 is estimated to be \$20M in construction costs and \$30M total project costs in 2021 dollars.

Pleasant Valley Recreation and Park District			
Plan 2 Preliminary Draft Operational Budget for Recreation Center			
Preliminary Draft Operational Budget Projections - Budget developed to determine the expenses and revenues that may be achieved with Plan 2. Number of daily entrances and program registrations needed to be sold to reach cost recovery target identified by PVRPD staff. No guarantee is being implied by GreenPlay that these projections will be obtained.			
	Estimated Cost Recovery	31%	Goal 65%
STAFFING PROJECTIONS			
Contractual Services		\$226,104	49.43%
Commodities		\$139,940	30.59%
		\$91,399	19.98%
	TOTAL EXPENSES	\$457,443	
REVENUE			
Passes		\$83,995	
Rentals		\$7,500	
Recreation Programs		\$51,200	
	TOTAL REVENUE	\$142,695	
	TOTAL NET	-\$314,748	
	COST RECOVERY	31%	Goal 65%

Potential budget implications total: One-time cost of \$30M for total project costs for construction of a Plan 2 and annual costs of \$314,748 subsidy for operations and maintenance costs.

Estimated Cost recovery is 31%.

PVRPD CONCEPTUAL BUDGET - PLAN 1

A. Operations - Building Support	Base Program	Cost / SF Range	Program Cost Range	
Subtotal: Building Support Spaces	2,990		\$1,440,000	\$1,895,000
approximate cost per square foot			\$482	\$634
B. Operations - Facility Administration	Base Program	Cost Range	Program Cost Range	
Subtotal: Facility Administration	390		\$183,000	\$216,000
approximate cost per square foot			\$469	\$554
C. Activity Spaces	Base Program	Cost Range	Program Cost Range	
Subtotal: Activity Spaces	8,800		\$3,960,000	\$4,400,000
approximate cost per square foot			\$450	\$500
D. Community Spaces	Base Program	Cost Range	Program Cost Range	
Subtotal: Community Spaces	0		\$0	\$0
approximate cost per square foot			\$0	\$0
Sub Total Summary	12,180	\$458 - \$535	\$5,583,000	\$6,511,000
Circulation (20% of Total Building SF)	2,436	\$350 - \$400	\$852,600 -	\$974,400
Total Gross	14,616	\$440 - \$512	\$6,435,600 -	\$7,485,400

TOTAL BUILDING COST	\$476	\$6,960,500
SITE DEVELOPMENT COST		
Utilities / Infrastructure		\$750,000 - \$1,000,000
Site Circulation / Parking		\$1,000,000 - \$2,000,000
Landscape / Site Furnishings		\$500,000 - \$750,000
		\$2,250,000 - \$3,750,000
TOTAL SITE DEVELOPMENT COST		\$3,000,000
TOTAL BUILDING AND SITE CONST. COST - 2018		\$9,960,500
15% ESCALATION TO 6/1/2021		\$1,494,075.00
PROJECT SOFT COSTS: 30%		\$3,436,373
<i>Example: submittal fees, impact development fees, loan costs, design fees, insurance, interest, etc.</i>		
TOTAL PROJECT COST - 2021		\$13,396,873
CONTINGENCY: 10%		\$1,339,687
TOTAL PROJECT COST - 2021 - W/CONTINGENCY		\$14,736,559.75

- This low cost range assumes a medium level quality of finish with durable surfaces on the interior (LVT and some accent wall covering) and accent fenestration on the exterior (corrugated metal paneling, thin brick).
- This high cost range assumes a high level quality of finish with premium surfaces on the interior (stone and wood paneling) and major fenestration on the exterior (aluminum panels, stone, rainscreens).
- The costs have been escalated to what is assumed to be the midpoint of construction in 2021. We assume a start date in the summer of 2020 and a 24 month construction duration.

The projected cost for the building elements program for Plan 1 is estimated to be \$9.9M in construction costs and \$14.8M total project costs in 2021 dollars.

Pleasant Valley Recreation and Park District			
Plan 1 Preliminary Draft Operational Budget for Recreation Center			
Preliminary Draft Operational Budget Projections - Budget developed to determine the expenses and revenues that may be achieved with Plan 1. Number of daily entrances and program registrations needed to be sold to reach cost recovery target identified by PVRPD staff. No guarantee is being implied by GreenPlay that these projections will be obtained.			
	Estimated Cost Recovery	26%	Goal 65%
STAFFING PROJECTIONS			
		\$104,018	39.64%
Contractual Services		\$81,240	30.96%
Commodities		\$77,124	29.39%
	TOTAL EXPENSES	\$262,382	
REVENUE			
Passes (Fitness Class)		\$28,920	
Rentals		\$0	
Recreation Programs		\$39,040	
	TOTAL REVENUE	\$67,960	
	TOTAL NET	-\$194,422	
	COST RECOVERY	26%	Goal 65%

Potential budget implications total: One-time cost of \$14.8M for total project costs for construction of a Plan 1 and annual costs of \$194,442 subsidy for operations and maintenance costs.

Estimated Cost recovery is 26%.

The consultant team recommends conducting a Schematic Design Study for a new Senior and Community Recreation Center. The project team is recommending the following “Next Steps” as a guide to continue the development of this project:

Pleasant Valley Parks and Recreation District Next Steps through Schematic Design Package

1. Administrative Groundwork

- a. Map out decision making method
- b. Map out the required administrative process
 - i. Community to assign a project champion
 - ii. Clarify City permitting process: EIR? Planning entitlements, permitting process
 - iii. Establish target schedule with District and City input through construction

2. Design Program Development

- a. Community Workshop
 - i. Verify the program
 - ii. Review program details
 - iii. Set priorities, adjacencies, target space sizes
- b. Deliverable, program document with room data sheets

3. Site Analysis

- a. Topo easements, utilities survey
- b. Marketing, Visibility, Connection/Accessible to Community, Overall Level of Service Location, etc.

4. Building Concept

- a. Three Building sketch concept options; possible options include:
 - i. 1 story vs. 2 story
 - ii. Keeping some of the existing buildings
 - iii. Phasing concepts
- b. Conduct Community Workshop for comments on the sketches and determine preferences
 - i. Public review and comment
 - ii. Executive review and comment
- c. Develop one sketch to a unified Concept
 - i. Concept building floor plans, elevations, and perspective renderings
 - ii. Presentation of the drawings to public & preparation
 - iii. Workshop & preparation
 - iv. City Council
 - v. Comments to refine the concept

5. Develop Schematic Design for refined cost estimate and funding promotion

- a. Architectural Design
 - i. Site Plan
 - ii. Building Plans
 - iii. Sections
 - iv. Elevations
 - v. Perspective Renderings
- b. Civil grading and utility information
- c. Structural systems selection
- d. Mechanical and electrical systems selection
- e. Conceptual interiors plan
 - i. Conceptual equipment schedule
 - ii. Conceptual furniture schedule
- f. Outline specifications
- g. Landscape concepts
- h. Phasing plan
- i. Refine operations cost analysis with projected revenue for final design
- j. Revised schedule
- k. Cost estimate update
- l. Council and Community Workshops

6. Funding Process

7. Assemble the Design Team and Select Contractor

- a. Determine delivery method
 - i. Design-Build
 - ii. Design-Assist
 - iii. Design-Bid-Build

- 8. Completion of Building and Site Design**
 - a. Potential Community/District/Council Workshop for final input
 - b. Design Development
 - i. Cost Estimate Update
 - c. Construction Documents
 - i. Cost Estimate Update
 - d. Submit to the Building and Public Works Departments
 - i. Plan Check process
 - ii. Building Permit
- 9. Contractor Bidding and Construction Contract Award**
- 10. Construction and Phasing**
- 11. Grand Opening!**

I. The Planning Context

Methodology of this Planning Process

This project has been guided by the GreenPlay team, including Mogavero Architects, RRC Associates, and the Liaison Committee. Mary Otten, General Manager, Pleasant Valley Recreation and Park District (PVRPD), her staff, the PVRPD Board of Directors, City of Camarillo Council Members, and PVRPD constituents provided input to the GreenPlay consulting team throughout the planning process. This collaborative effort created a plan that incorporated a mix of the consultants' expertise and the rich institutional and area knowledge of community members. The project consisted of the following tasks.

Strategic Kick-Off Meeting

- A series of calls between the GreenPlay Project Manager and the PVRPD General Manager and Administrative Assistance, culminating in an on-site meeting with the Liaison Committee, followed by meetings with the PVRPD Board of Directors and PVRPD staff to discuss the scope.

Determination of Critical Success Factors

- Conference calls with PVRPD staff and meetings with the Liaison Committee to develop Critical Success Factors and Performance Measures to guide the project.

Review of Information Gathered

GreenPlay reviewed information gathered by PVRPD staff to help determine the largest recreational needs in the community that could inform the design of the community needs assessment survey. Some of the information reviewed included:

- Pleasant Valley Recreation and Park District 2016 Statistical Review and Program Assessment
- Several editions of the PVRPD Activity Guide
- PVRPD Organizational Chart
- PVRPD Maps
- PVRPD Website
- Facilities and Resources Inventory
- Partnerships, sponsorships, and marketing plans

Information Gathering Visit and Facility Tour

- Meeting with PVRPD Staff
 - Facility tours
 - ◆ Evaluation of Current Facilities
 - ◆ Assessment of Current Programs
 - Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis
 - Tour of potential sites for facilities
- Stakeholder and Focus Group meetings
 - Conducted five (5) focus groups with 12 – 15 participants in each group
 - Conducted eleven (11) stakeholder interviews
 - Meetings with PVRPD and City of Camarillo staff
 - Meetings with the Liaison Committee

Public Forum

- Community meeting with over 200 people in attendance to discuss the community's needs and desires related to programs and facilities

Market Assessment

- Demographic Analysis
- Trends Analysis
- Analysis of similar nearby communities to determine potential programs
- Analysis of other service provider facilities and usage

Community Needs Assessment – Statistically Valid Survey and Open Link Survey

- 3,500 random, mailed surveys of PVRPD residents in November 2017
- Received 336 statistically valid surveys, margin of error of approximately +/- 5.3 percent
- Open link survey received an additional 748 responses

Identification of Gaps in Senior and Recreational Programs

- Rank and prioritization of identified desired programs

Identification of Gaps in Recreation Facilities

- Assessment of current facility functionality

Identification of Solutions to Meet Community Needs and Desires

- Identification of building elements needed
- Identification of programs needed

Findings Presentation

- Presentation to staff
- Presentation to the Liaison Committee
- Presentation to Board of Directors
- Open public forum, visioning work sessions with staff, the Liaison Committee, and Board of Directors

Recommendations for repurposed, expanded, or new senior and indoor recreation facilities

- A listing of priority amenities to include in senior and indoor recreational facilities
- Development of potential building elements
- Development of "three plans" of level of facilities (Plan 1, Plan 2, Plan 3)
- Conceptual plans
- Site analysis

Operating & Maintenance Costs Analysis

- Development of staffing and operational costs
- Development of potential revenue sources
- Cost recovery goal analysis

Draft Report and Presentation

- A Draft Report for review, edits, and comments to be included in the Final Report

Final Report

- Deliver Final Report
- Final presentation to the Liaison Committee, Board of Directors, City Council, and the public

Project Vision

The PVRPD, in conjunction with the City of Camarillo, requested GreenPlay, LLC, to conduct a Needs Assessment for senior recreation and indoor recreation within the community that the District serves. This Senior and Community Recreation Facility Needs Assessment Study will allow the PVRPD to determine how its current senior center and recreation facilities are meeting the needs of the community. The Park District currently serves the City of Camarillo and the surrounding area, a population of above 77,000. According to the District's 2013-2018 Strategic Plan, over 33 percent of households in the sphere of influence include people over the age of 65. The District manages 28 parks and the following facilities – the Senior Center, the Community Center, and the indoor aquatics center. This plan includes extensive community outreach and feedback, along with a market assessment and needs assessment to determine whether or not the District should expand, repurpose existing facilities, or if new facilities will be needed.

To identify potential gaps in senior and general recreation services, for indoor facility dependent recreation facilities and services, our team engaged all segments of the community to determine participation levels, unmet needs, use of alternative providers, support for funding of a new or expanded center, and other information that lead to implementable recommendations. We worked closely with the District, the City of Camarillo, and other stakeholders to identify gaps in recreation and activities for the senior population and other members of the community.

Critical Success Factors and Performance Measures

Working with the Liaison Committee the following Critical Success Factors and Performance Measures were developed to guide this study.

Critical Success Factors	Performance Measures
<ol style="list-style-type: none"> 1. Understand the indoor and facility dependent outdoor senior and general community recreation needs. 2. Evaluate the need for repurposed, expanded or recreation facilities. 3. Develop “Three Plans” (Plan 1, Plan 2, Plan 3) of concepts for additional Senior and Community Recreation Facilities. 4. Develop Proforma Budget with targeted Cost Recovery Goal. 	<ol style="list-style-type: none"> 1 & 2. Obtain extensive community feedback, along with a market assessment and needs assessment to determine whether or not the District should expand the existing facilities, repurpose existing, or if new facilities will be needed. 3. The Conceptual Plans will include facilities and amenities that will allow the District to deliver the programs and services the community expressed a desire and a need for through the Needs Assessment Study. 4. The Proforma Budgets for the operation of Senior and Community Recreation Facilities will include projected expenses including staffing and operational costs as well as projected revenues including user, program, and rental fees.

Pleasant Valley Recreation and Park District and the City of Camarillo Overview

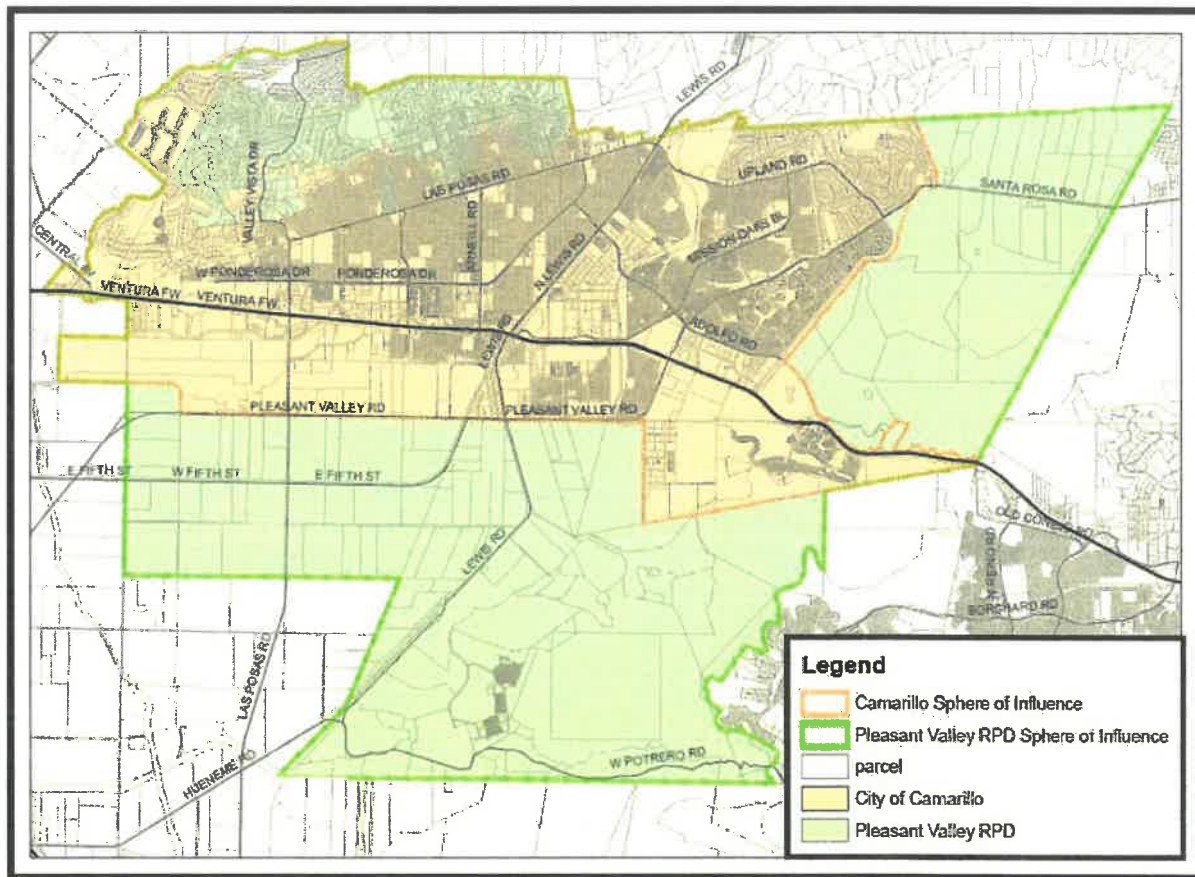


PVRPD is an independent special district, which was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the Camarillo community to provide quality programs, parks, and facilities that could be enjoyed by everyone. The District is located in and around the City of Camarillo, serves a population of over 77,000, and covers an area of approximately 45 square miles. It has grown from one park to 28 parks since its inception 55 years ago. Within the District, a variety of recreational facilities exist including:

- | | |
|-----------------------|---------------------------|
| Senior center | Tennis courts |
| Indoor aquatic center | Running track |
| Community center | Walking paths |
| Skate Park | Premier soccer fields |
| Dog parks | Hiking trails |
| Active parks | Picnic pavilions |
| Passive parks | Children's play equipment |
| Lighted ball fields | Barbecue areas |

The City of Camarillo, incorporated in 1964, owns two small parks that it operates independently of the District. The City also owns and operates a full-service library. The population of Camarillo is approximately 65,201. The city has a total area of 19.5 miles.

Below is a map that displays the Park District and the City's Sphere of Influence:



The District offers numerous types of programs for all ages, a sample of current programs includes:

- | | |
|------------------------|---------------------------|
| Aquatics | Senior Center Classes |
| Art | Special Interest programs |
| Dance | Specialty Camps |
| Music | Sports Programs |
| Health & Wellness | Special Events |
| Outdoor Education | Holiday Celebrations |
| Parent & Child Classes | |
| Tot Sports | |

Mission

The Pleasant Valley Recreation & Park District will provide and maintain a full range of quality facilities and programs focused on leisure, recreational, and athletic activities for residents of the District.

Facilities will support both organized activities and casual use, and will address the interests and needs of all age groups.

Vision

FIVE-YEAR VISION OF THE PVRPD

Our Vision statement drives five years of action. The Board of Directors has outlined this Vision as follows.

To be the provider of community-driven and innovative recreation and park experiences, while maintaining financial stability.

In Five Years We Will Be Able To Say:

- *We have improved our image in the community.*
- *We are a leader in the recreation and park industry by providing safe and manageable parks, best practices for operations, and quality programs.*
- *We have formally assessed the community's recreational needs.*
- *We have funded and completed a new Senior Center.*
- *We are actively engaged with strategic partners in the community.*
- *We have funded and completed the design of our first new gym.*
- *We continue to employ top notch park and recreational professionals.*
- *We have a plan in place for each of our existing facilities.*
- *We have developed a District Master Plan and accomplished the first full update of our Strategic Plan.*
- *We provide consistent, superior recreation opportunities by offering quality programs, services, and events.*
- *We are collaborating with other agencies to develop a comprehensive system of open space and trails.*
- *We have initiated and completed additional phases of the Freedom Park project.*
- *We have plans in place to assure that we remain financially strong.*

District Core Values

When making policy-level decisions if the answer to the following questions is “yes,” then that direction embraces the District’s Core Values:

- Does it reflect our commitment to meeting the needs of those we serve?*
- Does it support beneficial investment in new and existing facilities?*
- Will it reflect our commitment to top quality?*
- Will it support our desire to serve both active and passive uses and all ages?*
- Does it build on and leverage our important partners?*
- Does it efficiently utilize public funds in the most cost appropriate manner?*

The PVRPD mission, five-year vision, and District’s core values all support conducting the Needs Assessment Study.

II. The Community

Pleasant Valley Recreation and Park District Demographic Profile

Gaining a clear understanding of the existing and projected demographic character of the park district is an important component of the planning process for the PVRPD Senior and Community Recreation Facility Needs Assessment Study. By analyzing population data, trends emerge that can inform decision making and resource allocation strategies for the provision of public parks, recreation amenities, and open spaces.

Key areas were analyzed to identify current demographic statistics and trends that can impact the planning and provision of public parks and recreation services in the PVRPD. Community characteristics analyzed and discussed consist of:

- Existing and projected total population
- Age and gender distribution
- Ethnic/Racial diversity
- Housing and household information
- Educational attainment
- Employment
- State and Local Health Ranking

This demographic profile for the park district was completed using the most current data available (as of November 2017) from Esri Business Analyst, the U.S. Census Bureau data, and U.S. Census Bureau's American Community Survey. A summary of demographic highlights is noted in **Table 2** below, followed by a more detailed demographic analysis.

Table 2: 2017 Pleasant Valley Recreation and Park District Demographic Profile

Population	77,214
Median Age	42.3
Households	28,444
Median Household Income	\$90,190

Source: Esri Business Analyst

Key general 2017 demographic comparisons – Park District, State, and National:

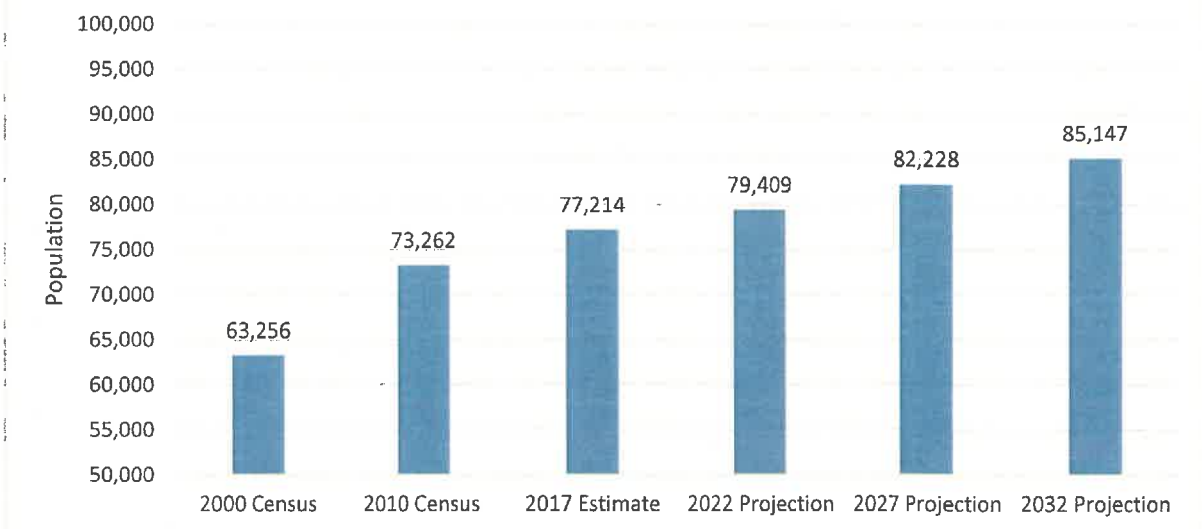
- The estimated median age of PVRPD residents was 42.3 years, higher than both the median age for California (36) and the United States (38.2).
- The median household income for Pleasant Valley Recreation and Park District in 2017 was estimated to be \$90,190. This is higher than the median household income of \$65,223 in California and higher than the national median household income of \$56,124.
- PVRPD's estimated population was almost evenly split between male (48.40%) and female (51.59%) residents. The populations of California and the United States, are also roughly evenly divided between the sexes.

Pleasant Valley Recreation and Park District Population and Demographic Trends

Population Projections

Although future population growth cannot be predicted with certainty, it is helpful to make growth projections for planning purposes. **Figure 1** contains actual population figures based on the 2000 and 2010 U.S. Census for the District, as well as the 2017 estimated population and 2022 projected population. Based on current Esri estimates and projections, an annual growth rate of 0.71 percent from 2017 to 2022 is projected. This growth rate was used to estimate the population until 2032. At this growth rate, PVRPD should expect an increase of over 10,000 people from 2010 to 2032.

Figure 1: Pleasant Valley Recreation and Park District, California, Population Growth Trend



Source: U.S. Census Bureau, and Esri Business Analyst

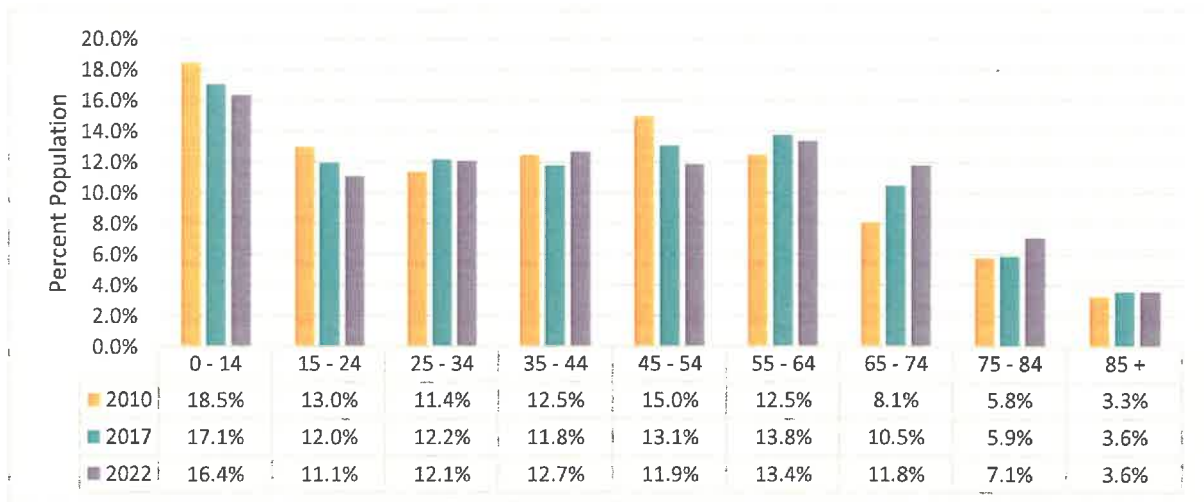
Population Age Distribution

The existing and projected population of different age groups, or cohorts, within the District is illustrated in the following series of figures. **Figure 2** illustrates the 2017 population by age cohort.

Several key age characteristics of the existing and projected Park District population include:

- The median age of residents is increasing. The U.S. Census Bureau reported the median age of PVRPD residents to be 40.9 years in 2010. Esri estimates the median age of the 2017 population to be 42.3 years, and projects the median age to increase to 43.1 years by 2022.
- As illustrated in **Figure 2**, generally the population of age cohorts 0 to 14, 15 to 24, and 45 to 54 are projected to decrease. Over the same time period, the population of age cohorts 25 to 34, 55 to 64, and 65 to 74, and were all expected to increase.
- The age group expected to see the most significant difference is 65 to 74, a 3.7 percent increase.

Figure 2: Population Age Distribution: 2010 to 2022



Source: U.S. Census Bureau and Esri Business Analyst

The full Demographic Report can be found in **Appendix A**.

Park and Recreation Influencing Trends

The provision of public parks and recreation services can be influenced by a wide variety of trends, including the desires of different age groups within the population, community values, and popularity of a variety of recreational activities and amenities. Within this section of the plan, a number of local and national trends are reviewed that should be considered by PVRPD when determining where to allocate resources toward the provision of parks, recreational facilities, and recreational programming to its residents and visitors.

This report is generally organized into two sections:

1. Review of estimated PVRPD household participation in, and spending on, a variety of recreational, sports, fitness, and leisure activities. Opportunities for participation in many of the activities analyzed are provided through park district facilities and programs.
2. Overview of key national recreation trends pertinent to the provision of parks, recreation facilities, and open spaces relevant to the population of PVRPD.

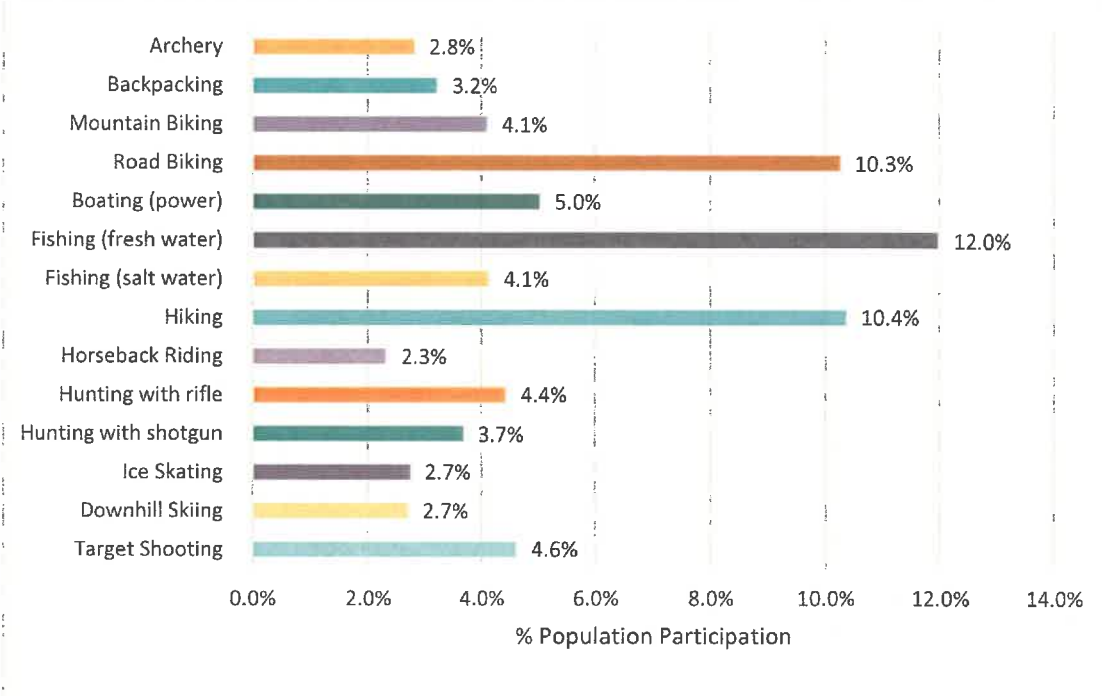
Estimated Household Participation Rates and Spending

Through Esri Business Analyst, a combination of information from the U.S. Census Bureau, Bureau of Labor Statistics, and other data sources that gauge national tendencies to participate and spend on various recreation, fitness, and leisure activities is collected and analyzed. This data is weighed against current Esri local demographic characteristics including population, age, and household income, to yield an estimate (November 2017) of household participation in recreation, fitness, and leisure activities in the District, and of the household spending on fees, equipment, and other typical costs associated with participation.

Estimated Participation

Esri models and resulting data indicate that PVRPD households included members that participated in a number of recreation, sports, fitness, and leisure activities in the past year. The activities reviewed are representative of those that are often offered through parks and recreation facilities, and programs throughout the country. **Figures 3 through 6** review estimated participation rates of District households in outdoor recreation activities, team and individual sports and fitness activities, and leisure activities. This level of local participation generated over \$39.9 million in associated spending in 2017. **Figures 7 and 8** provide insight into the various fees and costs PVRPD residents paid to participate in sports, recreation, fitness, and leisure activities.

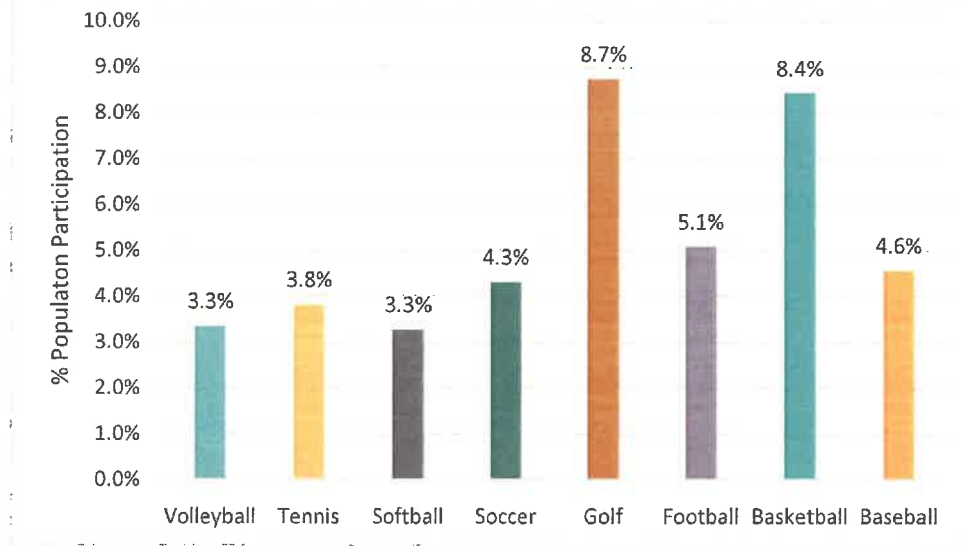
Figure 3: PVRPD Household Participation in Outdoor Activities



Source: Esri Business Analyst, Sports and Leisure Market Potential, November 2017

As illustrated in **Figure 3**, close to 12 percent of households were estimated to have included members that went fresh water fishing last year; road biking (10.3%) and hiking (10.4%) were also popular outdoor activities.

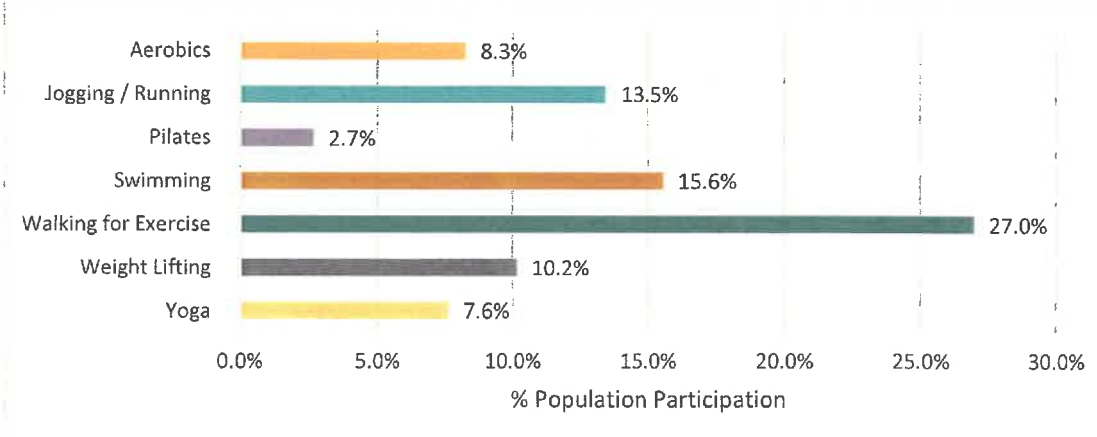
Figure 4: PVRPD Household Participation in Individual and Team Sports and Fitness Activities



Source: Esri Business Analyst, Sports and Leisure Market Potential, November 2017

As illustrated in **Figure 4**, generally, less than 10 percent of households were estimated to have included members that participated in various organized team and individual sports. However, with the sports reviewed, the two sports with the highest participation levels in 2017 were golf (8.7%) and basketball (8.4%). Football also had about five percent participation. Less than five percent of District households participated in the other sports activities reviewed. Although these household participation figures for organized sports may appear low, it should be noted that in general, households with children tend to have higher rates of participation in these types of sports through organized youth and school leagues. Access to these types of activities for youth is often very important for such households.

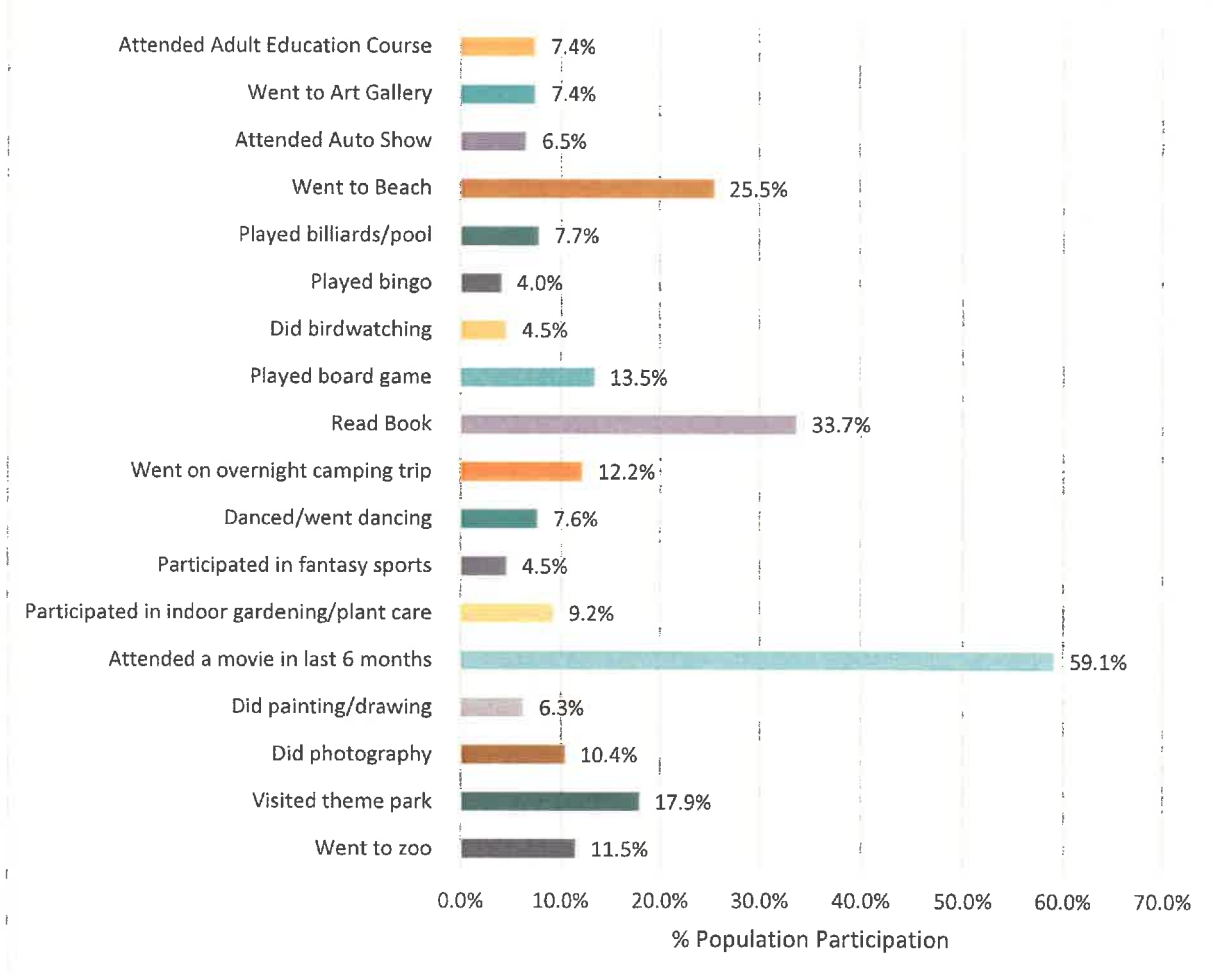
Figure 5: PVRPD Household Participation in Fitness Activities



Source: Esri Business Analyst, Sports and Leisure Market Potential, November 2017

As illustrated in **Figure 5**, Esri estimated that walking for fitness was the fitness activity with the highest participation level among District households. Twenty-seven percent (27%) of households included members that walked for fitness in 2017. Over 1 in 10 households participated in either jogging/running, swimming, and/or weight lifting for fitness in 2017.

Figure 6: PVRPD Household Participation in Leisure Activities



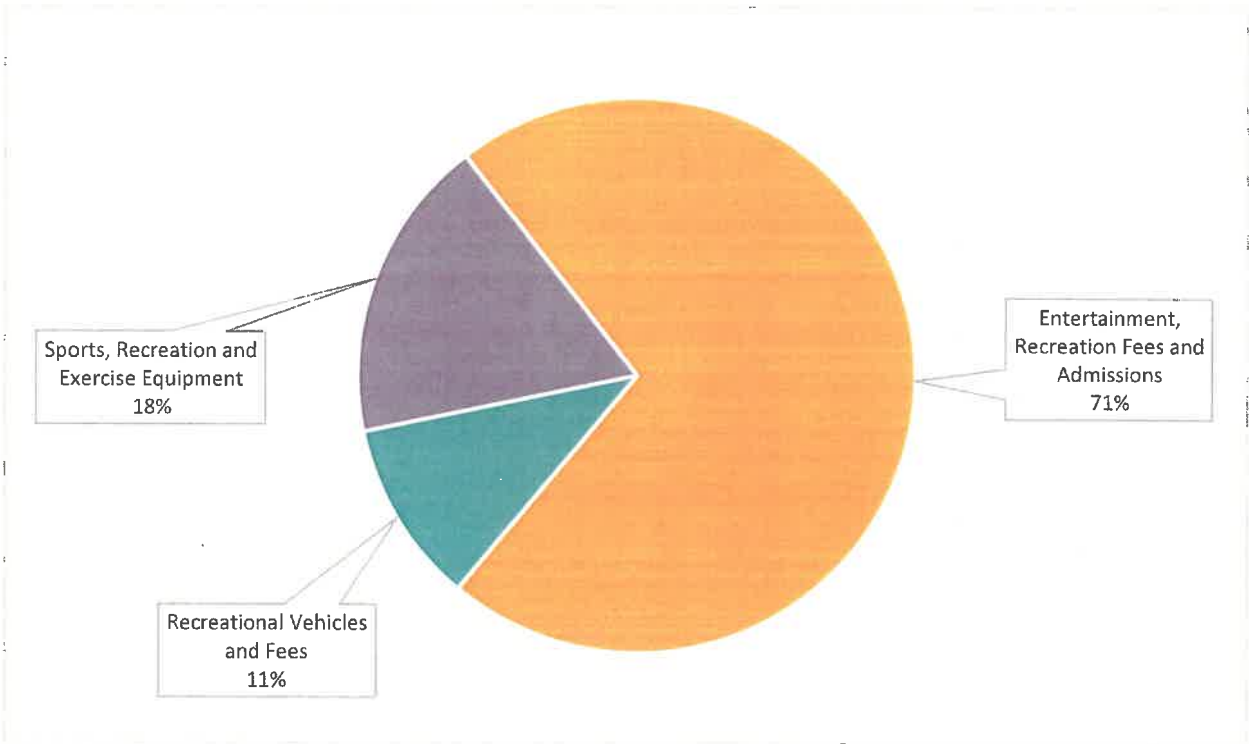
Source: Esri Business Analyst, *Sports and Leisure Market Potential*, November 2017

In addition to offering recreation, fitness, and sports programs and facilities, many local public parks and recreation agencies also provide various art, culture, and leisure activities. As illustrated in **Figure 6**, attending a movie was popular, with over half of households estimated to have participated in 2017. Both reading a book (33.7%) and visiting the beach (25.5%) received significant rates of participation by members of District households.

Estimated Spending

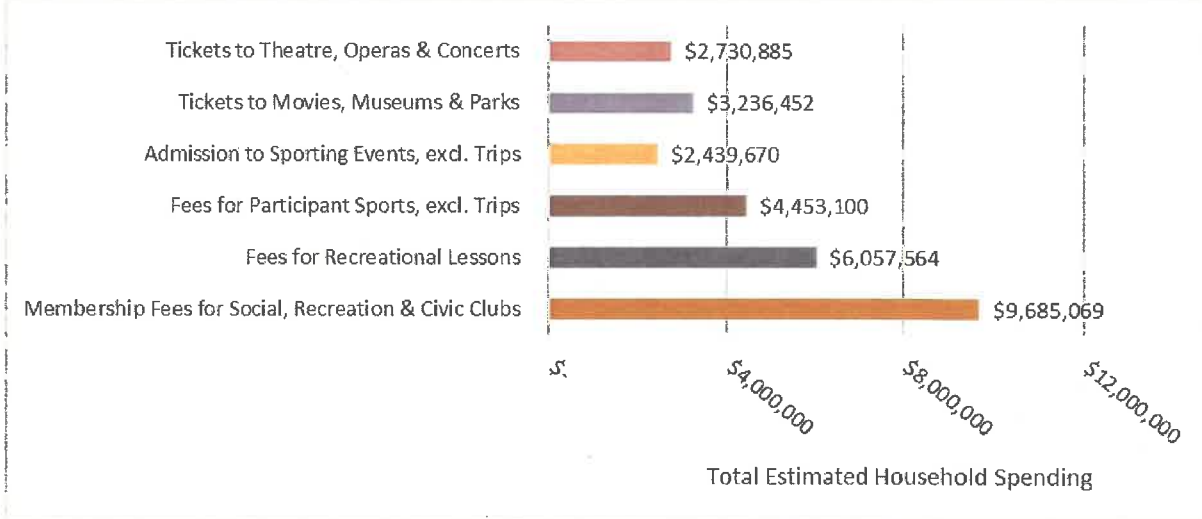
The strong participation in various recreation, sports, fitness, and leisure activities of District households was also likely of benefit to the local economy. **Figure 7** illustrates that of the \$39.9 million in total District household spending on recreation, nearly three quarters of this total, or almost \$28.6 million was spent on admissions and other fees associated with participation in entertainment and recreation activities. The estimated spending on entertainment, recreation fees, and admissions is further detailed in **Figure 8**.

Figure 7: General Recreational Spending of PVRPD Households



Source: Esri Business Analyst, Recreation Expenditures, November 2017

Figure 8: Park District Household Spending on Entertainment, Recreation Fees, and Admissions



Source: Esri Business Analyst, Recreation Expenditures, November 2017

Entertainment, recreation fees, and admission includes:

- Membership fees for clubs
- Fees to participant sports, excluding cost of travel
- Admission to movie/theatre/opera/ballet
- Admission to sporting events, excluding cost of travel
- Fees for recreational lessons
- Dating services

Table 3 provides a detailed breakdown of the average household spending, total spending of all households, and the Spending Potential Index for PVRPD. The Spending Potential Index figures represent the amount the average District household spent for a product or service relative to a national index average of 100 in 2017.

“The Spending Potential Index compares the average expenditure made locally for a product to the average amount spent nationally. An index of 100 is average. An index of 120 shows that average spending by local consumers is 20 percent above the national average.”

Esri Consumer Spending Methodology 2016

Table 3: PVRPD Household Spending on Recreation, Fitness, and Leisure Activities

	Spending Potential Index	Average Amount Spent	Total
Entertainment, Recreation Fees, and Admissions	157	\$168	\$28,602,740
Tickets to Theatre, Operas, and Concerts	161	\$96	\$2,730,885
Tickets to Movies, Museums and Parks	148	\$114	\$3,236,452
Admission to Sporting Events, excl. Trips	154	\$86	\$2,439,670
Fees for Participant Sports, excl. Trips	158	\$157	\$4,453,100
Fees for Recreational Lessons	160	\$213	\$6,057,564
Membership Fees for Social, Recreation, and Civic Clubs	162	\$341	\$9,685,069
Recreational Vehicles and Fees	147	\$150	\$4,253,631
Docking and Landing Fees for Boats and Planes	169	\$18	\$512,600
Camp Fees	153	\$49	\$1,402,300
Payments on Boats, Trailers, Campers, and RVs	132	\$55	\$1,561,513
Rental of RVs or Boats	155	\$27	\$777,219
Sports, Recreation and Exercise Equipment	145	\$248	\$7,063,458
Exercise Equipment, Gear and Game Tables	144	\$86	\$2,441,954
Bicycles	148	\$42	\$1,188,203
Camping Equipment	148	\$24	\$694,357
Hunting and Fishing Equipment	139	\$59	\$1,686,435
Winter Sports Equipment	170	\$10	\$288,164
Water Sports Equipment	159	\$9	\$255,574
Other Sports Equipment	136	\$14	\$408,799
Rentals and Repairs of Sports, Recreation, and Exercise Equipment	161	\$4	\$99,971
Total Overall Spending in All Categories		\$565.47	\$39,919,829

Source: Esri Business Analyst, Recreation Expenditures, November 2017

PVRPD residents spend more on sports, recreation, and exercise equipment than they do on entertainment, recreation fees, admissions, recreational vehicles, and fees.

The full Trends Report can be found in **Appendix B**.

2017 Park District Household Spending on Recreation
\$39.9 million
 Estimated total spending of all households
\$565.47
 Estimated average spending per household

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III. Public Input

Focus Group, Stakeholders, and Public Forum Input Summary

GreenPlay facilitated five (5) focus groups involving 61 people, eleven (11) stakeholder meetings, and two (2) public forums attended by approximately 250 people, most of whom frequently use the facilities and/or programs. The information gathered is very important to identify the senior programming and indoor community recreational center facility needs of the community. The following is a summary of the focus groups and public forums input, which was used to develop the community needs assessment survey.

Focus Groups and Stakeholder interviews were conducted October 5 – 8, 2017. The goal of these sessions was to gather information that would guide the development of the survey tools. Participants included:

- Users/community members
- PVRPD Staff
- Pleasant Valley School District
- City of Camarillo Administration
- Police Departments
- Library District
- Sports clubs and associations
- Senior groups

A summary of responses follows. Responses are not prioritized, but recurring responses are denoted by an asterisk (*). It should be noted that some participants chose not to respond during the sessions.

Focus Group Questions

1. How long have you been a resident of the City of Camarillo?

- 7 participants < 5 years
- 11 participants 5-9 years
- 16 participants 10-19 years
- 21 participants 20+ years
- 6 participants were not a resident but use programs/facilities
- Total – 61 participants

2. What are the strengths of the PVRPD related to recreation programs, community centers, parks, and other recreational facilities?

- **Park Rich**
 - Maintenance of sports field, venues, parks*
 - Quantity of neighborhood parks and green space*
 - Three great dog parks, tennis facility programs
 - All the new park equipment and accessible playground (Pirate Ship)

- **Quality of Programs**
 - Variety and quality of programs to variety of age groups that are safe and inviting*
 - Welcoming programs and special events, community programs, movies in the park*
 - People are using our parks – high utilization + good collaboration
 - Safe and friendly atmosphere in facilities and programs
 - **Dedicated Staff**
 - Phenomenal, dedicated staff who operate great programs*
 - Major holiday programs that establish sense of community*
 - Management of volunteers – great coordinator
 - Good communication and outreach; collaboration with health district, city, and school district moving toward the right direction
- 3. Conversely, what are the major weaknesses that need to be addressed through the PVRPD Senior and Community Recreation Facility Needs Assessment Study related to recreation programs, community centers, and other recreational facilities?**
- **Facilities Poor**
 - No senior center dedicated toward active programs*
 - Need for collaborative indoor activity space that appeal to residents & visitors*
 - Space – need indoor activity spaces – for multi-use areas, exercise classes, rental opportunities, meeting areas, etc.*
 - Restrooms in parks – *need for ADA accessibility, updating, cleanliness*
 - Overcrowding during classes (chair and exercise classes)
 - Need for fitness equipment – weights, exercise balls, etc. for exercise classes
 - **Improved Family & Senior Services**
 - Better communication regarding senior and family services already provided in the area through Camarillo Healthcare District*
 - Free or low-cost meals for seniors and low income families frequently*
 - Restrooms must be ADA accessible with spaces for nursing moms
 - Transportation to medical centers, essential services, etc. w/ADA accessible services
 - Would like center to be all-in-one stop: salon, family services, social services
 - **Increased Transparency and Collaboration**
 - Better long-term planning and transparency around decision-making process*
 - Continue increased collaboration between City, Park District, Schools
 - City collaboration for long range plans poor historically between Park District, Schools, City, Arts Center, etc.
 - Communication about funding and sources, etc.
 - Need for discussion about mission, goals, long term plan for all ages of community

- **Lack of gym space**
 - Activities and room areas, birthday parties
 - No gymnasium, little space for programs and senior programs*
 - Lack of active programs – specifically for pickleball – **long term planning***
 - Streamline ways to implement programs
 - Teen programs, after school
 - Funding toward soccer and youth programs rather than senior programs
- **Park Areas of Improvement**
 - Lighted sports fields – need additional transparency around sports fields and outside tournaments*
 - Swimming pools and aquatic facilities are too busy and do not cater to new, younger age groups*
 - Dog parks are great but need better lighting, drainage issues, and water fixtures*
 - Parks should be an example of native flora species rather than hosting invasive species to promote natural, wild habitat and wildlife*
- **Other:**
 - Concern around homebound seniors feeling lonely and isolated
 - Special needs programs need additional support to succeed

4. What additional activities do you feel should be offered at the Senior and/or Community Recreation Facilities that are currently not available?

- **Active Recreational Programs***
 - Pickleball*, Lawn Bowling*, Basketball*, Ping-Pong*
 - Badminton, Volleyball, Ice skating, Indoor Soccer/Futsal
 - Outdoor recreation including organized hikes and walking classes
- **Lifelong Learning & Cultural Activities***
 - Desire for senior social interaction, small group discussion & safe conversations*
 - Affordable meals available on a frequent basis*
 - Development of cultural activities*
 - Social dances*
 - Pottery*, arts*, crafts, sewing, jewelry making
 - Cooking classes
 - Display space for artists and creators to share/sell work
 - Folk, country, rock and roll guitar programs
 - Need for variety of educational classes, ranging from medical (brain health, stress management, cardio health, nutrition, diabetes) to cultural (foreign languages, cooking) to technology (email, smartphone)
 - Audio/technical support in common spaces such as projectors, power outlets, sound systems, etc.

- **Fitness Classes***
 - Need for additional space to allow for classes such as yoga, meditation, stress, balance, chair exercise classes, tai chi classes*
 - Need for fitness equipment for exercise classes
- **Youth Programs**
 - Childcare facilities/programs for younger children
 - Before and after school programs
 - Safe places for youth to play board and video games
 - More outside basketball opportunities
- **Focus on Health and Wellness**
 - Health education classes
 - Low cost and frequent meal services
 - Transportation to and from medical appointments
 - Outdoor activities such as trails, hikes, open space, bikes – greater connectivity
- **Out of the box ideas**
 - Gymnastics for adults
 - Warm water fitness classes for seniors
 - Nature center for discovery (environmental education)

5. What new amenities would you like to see the PVRPD provide at the Senior and/or Community Recreation Facilities?

- Warm, inviting welcome lounge area to socialize
- Dedicated area and services for seniors
- Multiple spaces for various fitness and educational classes
- Restrooms/Locker Rooms – ADA/Accessible & family oriented
- Movie/theater/dance/arts and crafts area
- Space to play card, board, and video games
- Community auditorium for movies, bands, music, plays
- Technology space for classes and lifelong learning
- Exercise/Fitness area with mirrors and equipment
- Large multi-use space with separate breakout areas, available for affordable rentals
- Café for socializing and eating
- Large Community/Commercial Kitchen

Gymnasium

- Traditional gym to facilitate active sports programming– basketball, pickleball, ping-pong, volleyball, fitness classes
- Opportunity for rental facilities, special event space

Outdoor Spaces

- Walking and biking paths
- Zero depth leisure pool to allow for entry level indoor swim facilities
- Additional space for lawn bowling, bocce ball, pickleball, and tennis
- Indoor ice rink for skating and hockey
- Outdoor space such as a garden and/or patio area
- ADA Accessible Playgrounds – take out sand

Other considerations:

- Archery range
- Golf course
- Nature Center
- “Repair Café” – space to bring broken items to fix
- Woodworking shop
- Ice rink
- Staff offices – improvement of location
- Drop off/pickup covered area for easy vehicle access

6. What groups in the City of Camarillo and PVRPD community are underserved?

- Active seniors
- Childcare and Pre-K programs
- Elderly homebound seniors
- Ice skaters
- Low income households
- Hispanic population
- Outdoor recreation users
- Southeast Asian, Vietnamese population
- Special Needs & People with Disabilities (both programs and amenities)
- Stay at home & young moms, working parents
- Teens – afterschool programs, hangout area, basketball
- Veterans

7. How do you believe PVRPD can responsibly address the recreational programs and facilities needs of critical importance given limited resources? *funding priorities

- Partnerships with key stakeholders and outside groups for sponsorships, grants, fundraising, rentals, programs, and tournament management to bring in extra funding, working with developers to benefit the citizens of the city
- Joint use of facilities through partnerships; City collaboration and willingness to participate with other possibilities will be critical
- Provide avenues for volunteerism and part-time work that promotes social and family services
- Utilize warehouses and abandoned spaces to better use tax-payer dollars
- Ask tax-payers for additional funds through voter approved measure
- Private schools and private businesses – how to collaborate effectively – think outside the box

8. Who are the key partners and stakeholders in the community with regards to assisting with the plans and programs for senior and community recreational programs and facilities?

Frequently Heard Potential Partners:

- Camarillo Healthcare District
 - Healthcare screenings, healthcare facility, programs, staff, and services
- St. Johns Dignity Health
- Pleasant Valley School District
- Corporate & local entities
- Civic organizations (Kiwanis, Amber lights, Lions, Rotary)
- User groups (Soccer, Pickleball, Seniors)
- Youth organizations (Boys & Girls Club, YMCA)
- Chamber of Commerce
- County and development projects
- Small business owners
- California State University Channel Islands
- Foundations, developers, land owners
- User groups (Community Service Groups, Service Clubs, Contract operators)
- Schools – Joint Use Agreement** combine efforts rather than duplicate

Other Potential Partners:

- Amgen*/Biotech
- Conejo Recreation and Park District
- Coffee Bean & Tea Leaf
- County
- Foundations (Oxford and Ventura)
- Landholders – built library with private library*
- Leisure Village* – transportation?
- Maximize opportunities/access to rentals, partnerships/Youth Basketball
- Pony Baseball
- PTA (with Schools) & Hospitals
- Road Runners
- Salvation Army – arts, theater, ice, funding, etc.*
- Service organizations – Elks, Moose, American Legion
- Small businesses
- Trolley/Public Transportation
- Ventura District – Public Information Office & Veterans Group
- Worksite Wellness* (corporate businesses)

9. What are the key issues and values that the PVRPD needs to consider for senior and community recreational programs and facilities?

Values:

- Relaxed, calm, safe, friendly, clean
- Small town feel, family oriented
- Inclusiveness (ADA Accessibility)
- Variety of programs
- Sense of community

Issues:

- City collaboration where zoning and permitting requirements in area
- Development for new younger families, childcare, affordable options
- Affordability of programs, services, transportation to access programs and facilities
- Greater communication for programs and services
- Mentorship programs, support, family-oriented services for supportive services
- Need to keep community active and healthy for all ranges of senior community (differences between 55 and 95)* → Seniors have different options and have different needs
- Supportive community services for losses, people dealing with illnesses
- Coordinate healthcare and community needs within a central hub
- Growth potential for new community growth* – young families and intergenerational collaboration opportunities* Future oriented, expansion if needed
- Volunteer effort – making peoples efforts feel important – dog parks from community support

10. If you participate in any activities or use any facilities outside of PVRPD and/or the City?

Senior/Recreation Services

- Simi Valley
- Thousand Oaks/Goebel Adult Center
- Leisure Village
- Camarillo Springs
- Spanish Hills Country Club
- Moorpark
- Ventura Senior Center
- YMCA - fitness classes, sports, bingo, large dances
- Paradise Golf Club
- California State Channel Islands – Fields
- Aguora Hills Recreation Center – rentals/wedding

Sports & Leisure Activities

- Pickleball
- Lawn Bowling
- Dances and dance classes
- Children's Museums
- Educational entertainment
- Soccer Clubs
- Golf
- Ice Skating
- Hiking & biking
- Open space & trails

11. Other comments/suggestions/feedback from focus groups?

- Need additional clarification between City and Park District
- Must include all members of the community in the design and build phases of this project
- Growth in the city may reduce access to facilities; how to move forward sustainably with the new developments and provide services to all. Don't duplicate services and look to partner with surrounding areas to fulfill need.
- Teen programs should be a priority moving forward. The lack of teen programming, especially after school, does not serve the community's future generation. They need safe places to socialize, recreate, and build skills. Activities teens (and adults of teens) suggested include racquetball, movies after school, mentoring/tutoring programs, swimming programs, more outside basketball, and a place to play board games and/or video games.
- City is responsible for more than just streets and infrastructure. Need to keep feeling comfortable to invest in the senior and community needs in regard to recreation. PVRPD can't do it all, and there isn't a need to duplicate services, such as special needs programs. Senior citizens need to have socialization. Still have a lack of understanding about special district and differences between the city. Finally getting to the point where marketing and awareness is becoming a priority. Activities will need to be both socialization and active recreation, including pickleball and lawn bowling. Amenities should also include board and card games, but a space for multiple ages. A place that will bring in various ages that provides comfort and time. Concerns about competing with the private industry who always is chasing new trends. We should be supporting the smaller community interests, such as ukulele groups, model car groups, roller derby, etc. Biggest fear to build a center or facility that doesn't get used.
- Retirement community isn't serving everyone in community. High percentage in elderly group, great opportunity to provide world class senior center. Outpatient services can be provided in senior centers through healthcare providers, such as therapy and podiatry. Programs such as tai chi can be a collaborative way to provide healthcare value and recreational value. Accountability has increased once patients leave hospitals to provide opportunity to make senior center the hub to the community. A central place for welcoming seniors and providing transportation to and from local amenities and healthcare.

Community Survey Summary

A total of 3,500 surveys were mailed to a random sample of PVRPD residents. Paper copies of the survey were made available in facilities and at events. A total of 336 survey responses were received resulting in a 5.3% +/- confidence rate.

In addition to the mailed invitation survey, an open link on-line survey was made available to all Park District residents. Of these, 748 open link survey responses were received. Between the two methods, a total of 1,084 surveys were received.

Survey Results Major Themes

- PVRPD should keep up the good work with facilities and parks
- Trails/pathways are also highly important
- Special event space and a senior activities area are highly desired
- Senior programs, youth programs and special events important
- Current location, 1605 E Burnley, best location

Top 10 Findings

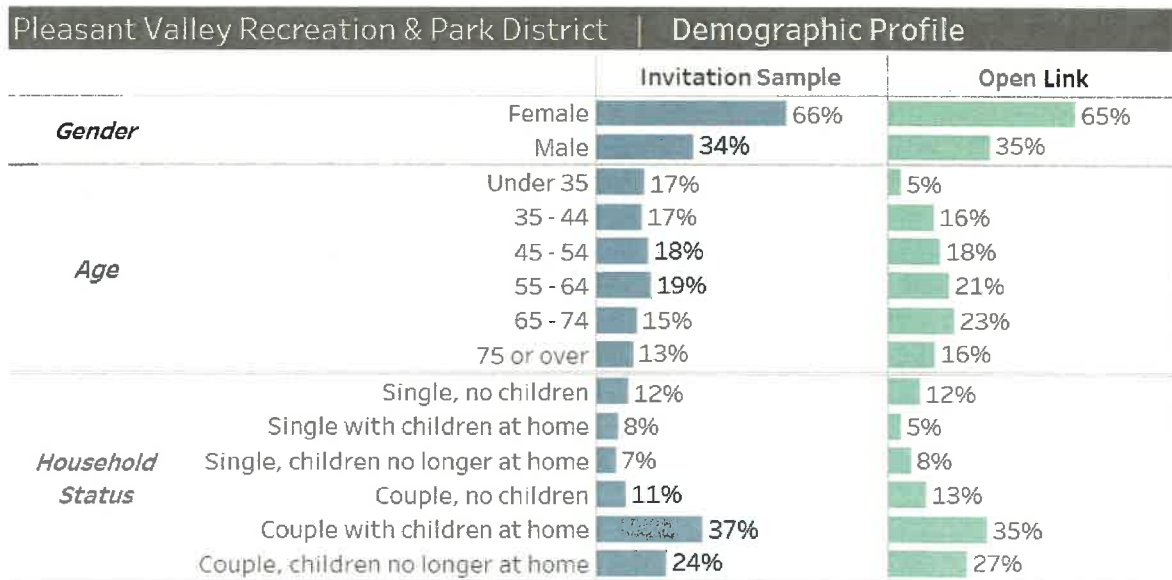
1. Several facilities and amenities are important to PVRPD households and were rated above-average relative to needs being met, indicating that PVRPD should keep up the good work with: community and neighborhood parks, green space/natural areas, youth playgrounds, the Community Center, recreation programs/classes, and pavilion/picnic shelters.
2. Trails/pathways are also highly important to households, but received a lower average rating for the extent to which community needs are met. Improving trails/pathways would likely positively affect the degree to which community needs are met overall.
3. A special event space is highly desired by a large share of residents. It was the most selected item for facilities/amenities to develop or expand by PVRPD in the future. A notable share of respondents also prioritized a senior activities area. While the senior activities area is most favored by older residents, a special event space drew interest from all age groups.
4. When it comes to future programs, senior programs garnered the most interest, with the greatest share of invitation respondents selecting it as a first priority and as a top three priority overall. When assessed by age, results highlight senior programs to be a particular interest of the 55 or over segment. Youth programs are of great interest to households with children. Meanwhile, special events are important to Millennial residents.
5. Residents are most supportive of user fees as a mechanism to fund operations and maintenance costs of facilities and programs that may be developed in the future. Respondents would be most comfortable paying \$50 or less annually to support such efforts. A new dedicated property tax assessment didn't garner much support, with more invitation respondents indicating they would vote "no" for such a measure than "yes."
6. If it was determined that a new community/senior center should be built or the existing facility should be expanded or renovated, invitation respondents' single overall preference would be to renovate the current facility, with a somewhat smaller share favoring expansion. Open link respondents were more likely to favor expansion over renovation.

7. With regard to where such a facility should be located, nearly equal shares of respondents were in favor of the current location at 1605 E. Burnley or reported that they had no strong preference (whatever was determined best by the District).
8. Attention to the following areas would likely help increase residents' utilization of PVRPD recreation facilities: more programs and events, improvements to existing facilities and amenities, condition/maintenance of facilities, and better quality programs/community events.
9. Overall, residents are highly satisfied with PVRPD parks. While satisfaction is still quite high for recreation programs/services and indoor facilities, it's not to the same degree as for parks. Specific amenities with which residents are most satisfied include outdoor sports facilities, community/special events, youth programs, and open space/trails. Conversely, the Senior Center and Freedom Gym received low satisfaction ratings.
10. PVRPD is effective in its communication to residents, with hardly any respondents of either sample indicating the District isn't effective. Program guide/brochure, internet/website, District email/newsletter, and email from PVRPD are the most preferred communication channels.

Demographic Profile

Roughly one third of invitation respondents are under age 45 (34%). Nearly half of invitation sample respondents (45%) live with children at home, 23 percent are singles or couples without children, and 31 percent are empty nesters. About two-thirds of the invitation sample are female. Open link respondents have a similar profile, but skew slightly older (average age 59.1 vs. 53.8) and are slightly more likely to be empty nesters (35%).

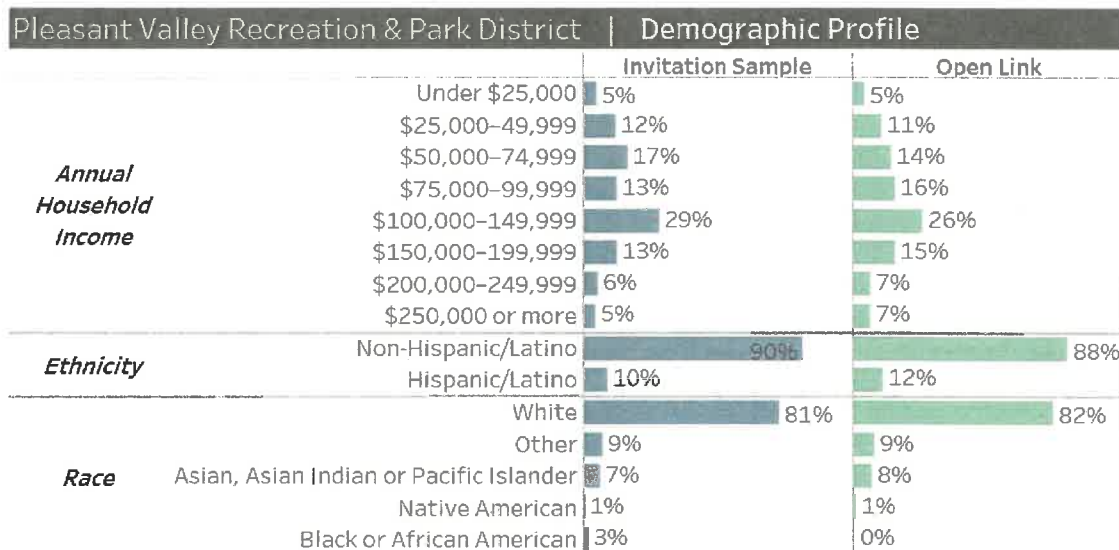
Figure 9: PVRPD Survey Respondents Demographic Profile



Source: RRC Associates and GreenPlay

The invitation and open samples have relatively similar income profiles, with roughly half of households earning under \$100,000 and half over \$100,000 annually. Nine percent of invitation respondents identify as an “other” race, and seven percent are Asian, Asian Indian, or Pacific Islander; ten percent identify themselves as being of Hispanic/Latino origin.

Figure 10: PVRPD Survey Respondents Demographics

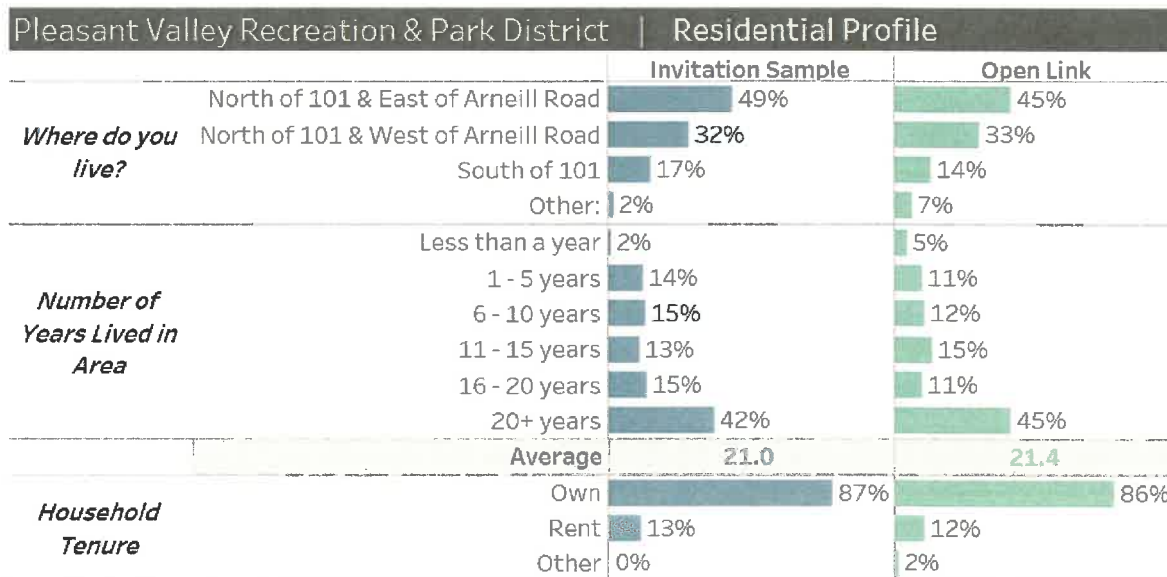


Source: PRC Associates and GreenPlay

Residential Profile

Both samples average about 21 years of residency in the area. Distributions of location in the district and household tenure are very similar among the invitation and open link samples.

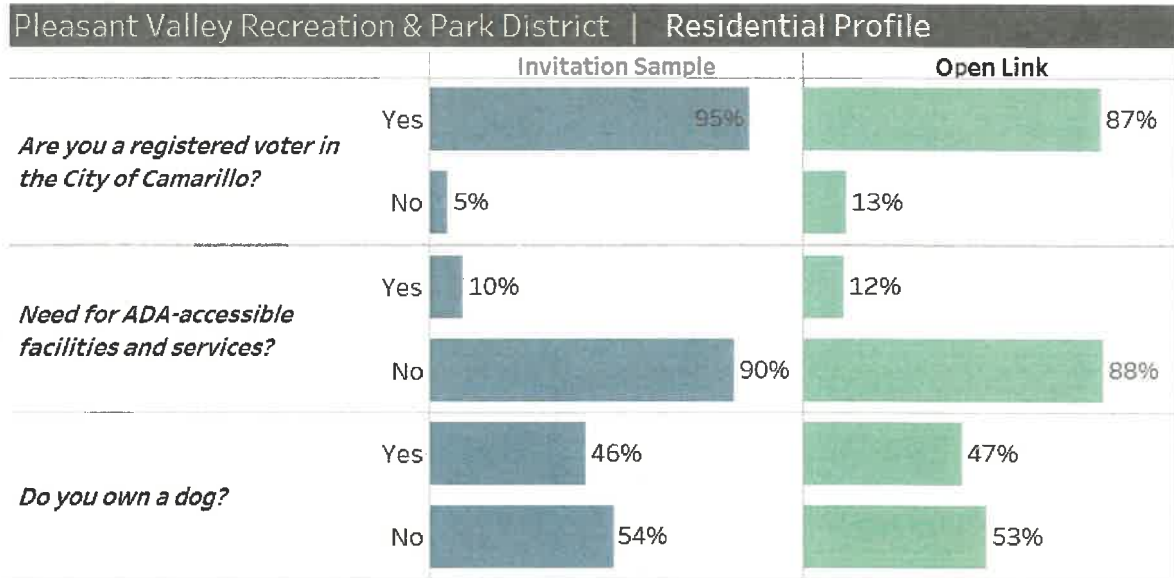
Figure 11: PVRPD Residential Profile



Source: RRC Associates and GreenPlay

A vast majority of invitation sample respondents are registered to vote in the City of Camarillo (95%), 10 percent reported a need for ADA-accessible facilities and services, and 46 percent own a dog. Open link respondents are slightly less likely to be registered to vote (87% vs. 95%), slightly more likely to have a need for ADA-accessible facilities and services (12% vs. 10%), and slightly more likely to own a dog (47% vs. 45%).

Figure 12: PVRPD Survey Response Resident Profile

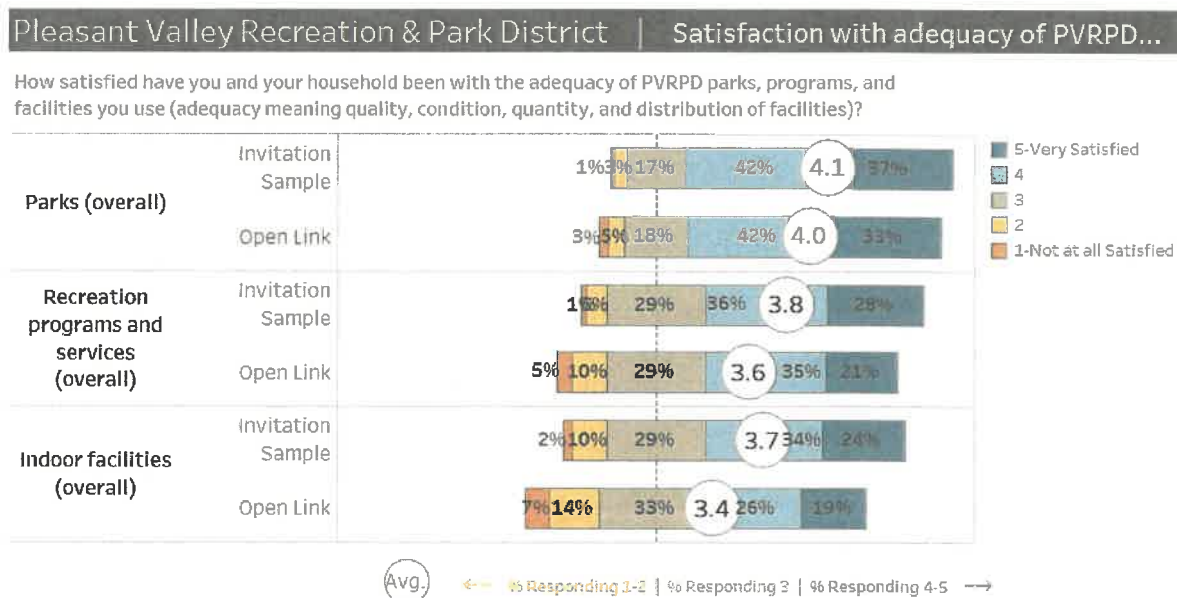


Source: RRC Associates and GreenPlay

Satisfaction with Parks & Recreation

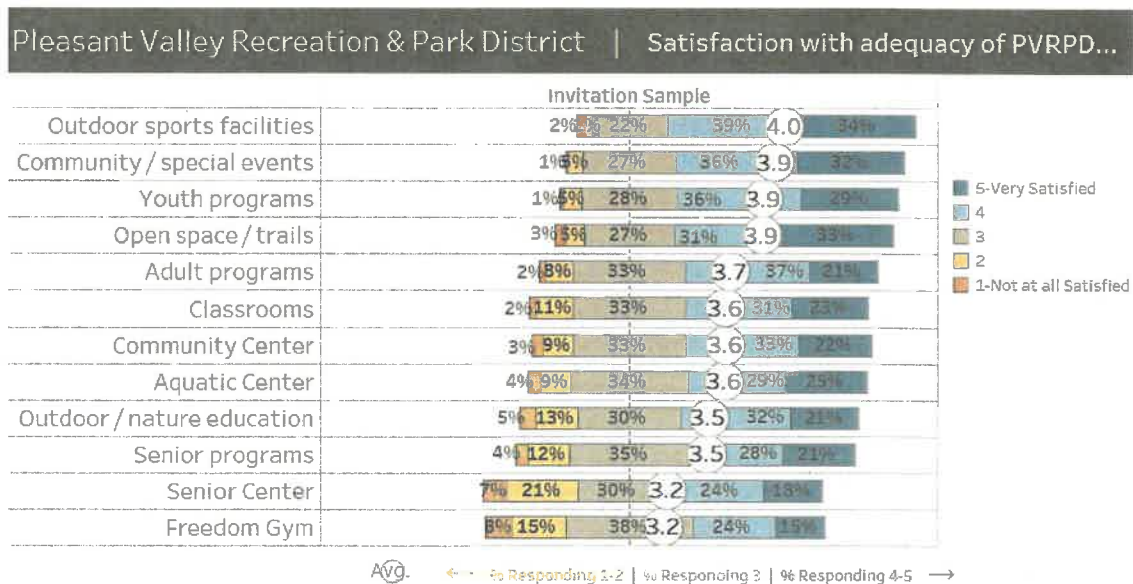
Overall satisfaction ratings were highest for parks, followed by recreation programs or services, and then indoor facilities. Invitation respondents provided higher satisfaction ratings for each item than did open link respondents.

Figure 13: PVRPD Survey Respondents Overall Satisfaction



Specifically, invitation respondents were most satisfied with outdoor sports facilities (73% rated as satisfied), community/special events (68%), and youth programs (65%). Invitation respondents were least satisfied with the Freedom Gym (39%) and the Senior Center (42%).

Figure 14: PVRPD Survey Respondent Satisfaction with Facilities and Events



Across all categories, open link respondents were less satisfied than the invitation sample, except for the Aquatic Center, for which they provided a slightly higher average satisfaction rating. They differed most with respect to outdoor sports facilities, adult programs, classrooms, senior programs, and the senior center.

Figure 15: PVRPD Survey Respondents Satisfaction Invitation vs. Open Link

Pleasant Valley Recreation & Park District		Satisfaction with adequacy of PVRPD...	
	Invitation Sample	Open Link	
Outdoor sports facilities	4.0	3.6	
Community/ special events	3.9	3.8	
Youth programs	3.9	3.7	
Open space/ trails	3.9	3.6	
Adult programs	3.7	3.4	
Classrooms	3.6	3.3	
Community Center	3.6	3.5	
Aquatic Center	3.6	3.7	
Outdoor/ nature education	3.5	3.5	
Senior programs	3.5	3.2	
Senior Center	3.2	2.9	
Freedom Gym	3.2	3.0	

Respondents had an opportunity to further comment on their level of satisfaction with the adequacy (e.g., quality, condition, quantity, distribution) of PVRPD parks, programs, and facilities. Improvements were frequently suggested, but many respondents also used the space to compliment PVRPD amenities. A selection of verbatim invitation responses is shown below. The full listing of responses is provided in the appendix and should be reviewed to fully understand the breadth and depth of respondents' input.

Suggestions for Improvement

Camarillo should have better facility for Senior Center that Camarillo Citizen can proud of, as senior population is growing. Also it would be nice to have a Ice Skating or Roller Skating Rink in Camarillo, so that we don't need to go to other cities. We already have beautiful Soccer and Baseball Fields. Why don't we improve what we need?

Community Center and Aquatic Center appear to look old and need a facelift.

Facilities seem outdated and worn out. Loved kindermusik. Underwhelmed by Dos Caminos Preschool classes. Need more hiking/biking trails

Tennis courts have issues with lights, nets, dirt, leaves

We need a new, modernized community center with teen facilities and possibly senior facilities in the same location on Burnley. It would be nice if there were more youth programs in the evening (after 5 pm) for dual income families. Most of the events and programs I'd like to participate in with my son occur in the afternoon and are geared toward a stay at home parent or grandparent.

Positive Feedback

My daughter loved her childhood swim lessons and dance classes. We love Mission Oaks trails.

Love the concerts in the park. Very well organized !!!!

I love that Journey the Church uses the Center!!!

I look forward to the expansion of Calleguas Creek walking path

Importance of Existing Facilities

Community and neighborhood parks (90% rated as important), green space/natural areas (89%), and trails and pathways (85%) were rated as most important among invitation respondents.

Figure 16: PVRPD Survey Respondents Importance of Facilities

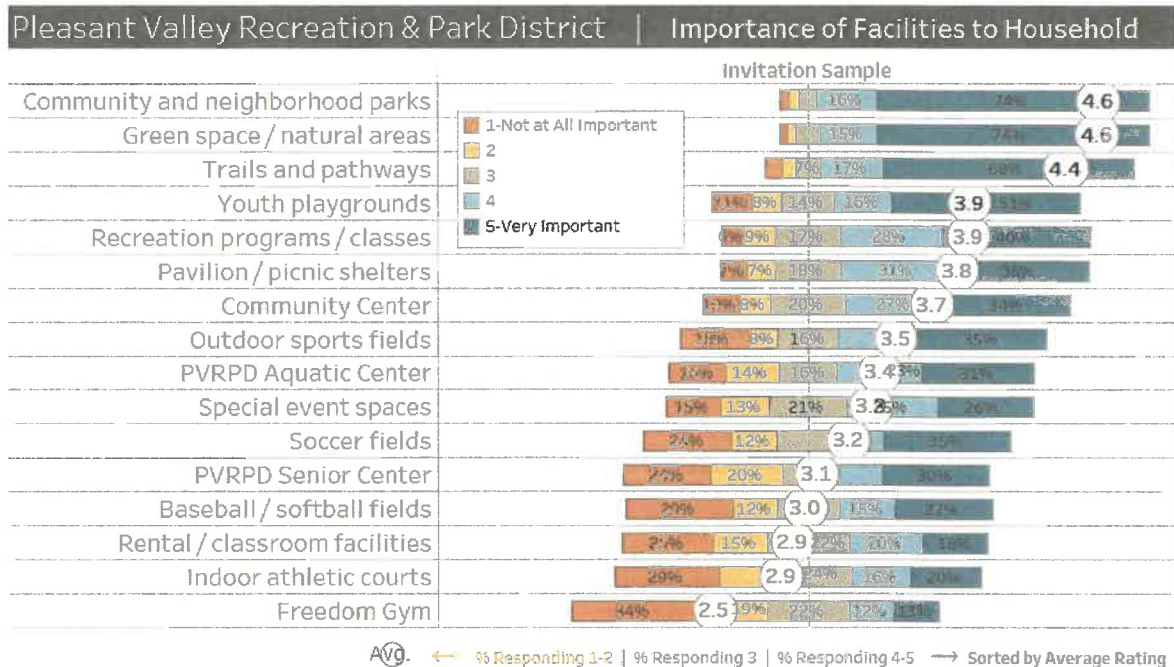
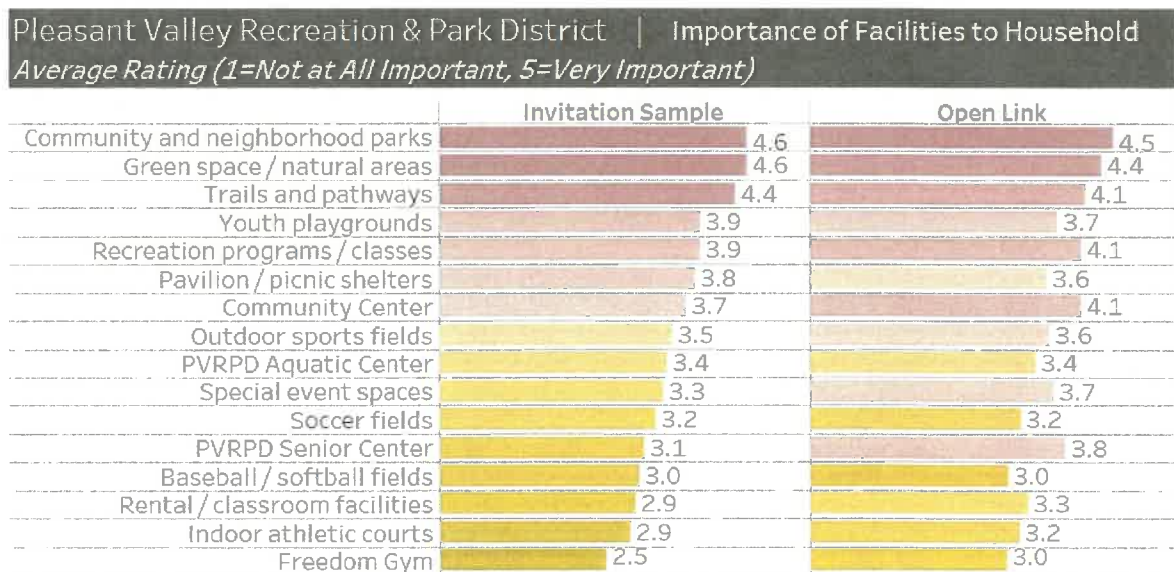


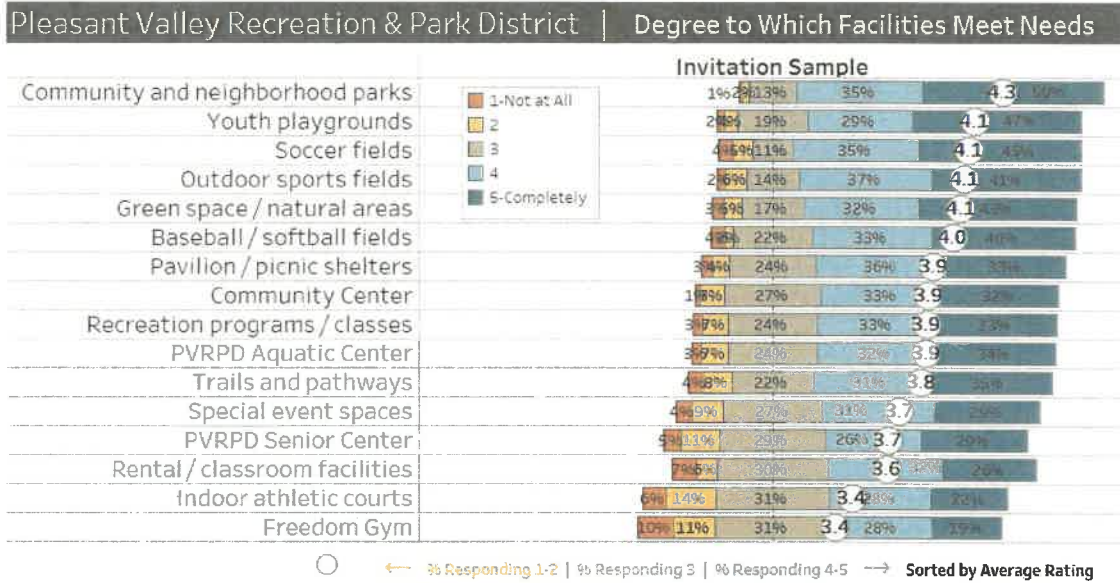
Figure 17: PVRPD Survey Respondents Importance of Facilities Invitation vs. Open Link



Degree to Which Facilities Meet Needs

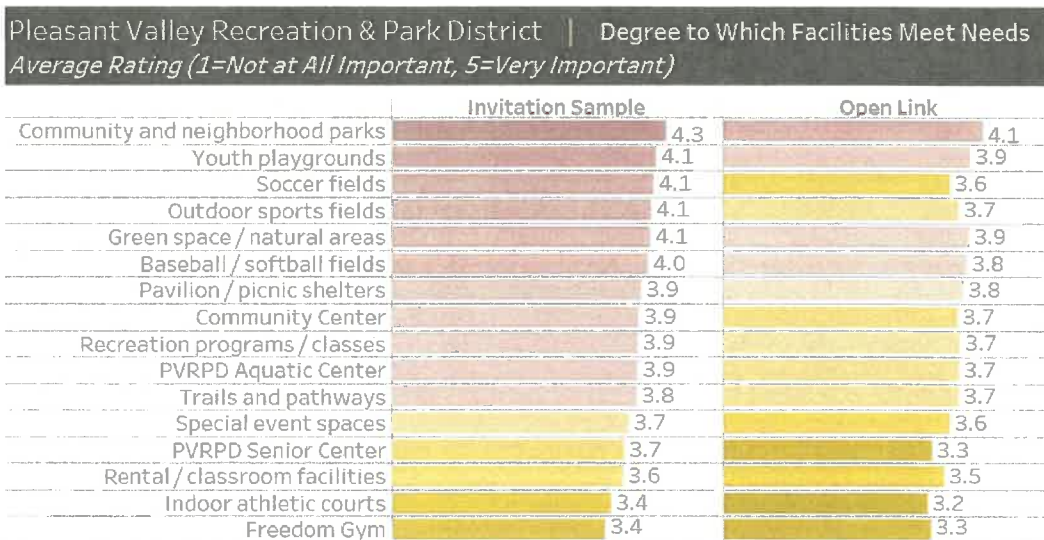
Invitation respondents indicated that most facilities meet needs to a large extent, particularly community and neighborhood parks (85% said needs are being met), soccer fields (80%), outdoor sports fields (78%), youth playgrounds (76%), and green space/natural areas (75%).

Figure 18: PVRPD Survey Respondents Degree to Which Needs are Met



Open link respondents provided lower needs-met ratings for all of the facilities, most notably for the soccer fields, PVRPD Senior Center, and outdoor sports fields. Both groups provided high average needs-met ratings for community and neighborhood parks.

Figure 19: PVRPD Survey Respondents Degree to Which Needs are Met Invitation vs. Open Link



Importance-Performance Matrix

High Importance/ Low Needs Met

These are key areas for potential improvements. Improving these facilities would likely positively affect the degree to which community needs are met overall.

High Importance/ High Needs Met

These amenities are important to most respondents and should be maintained in the future, but are less of a priority for improvements as needs are currently being adequately met.

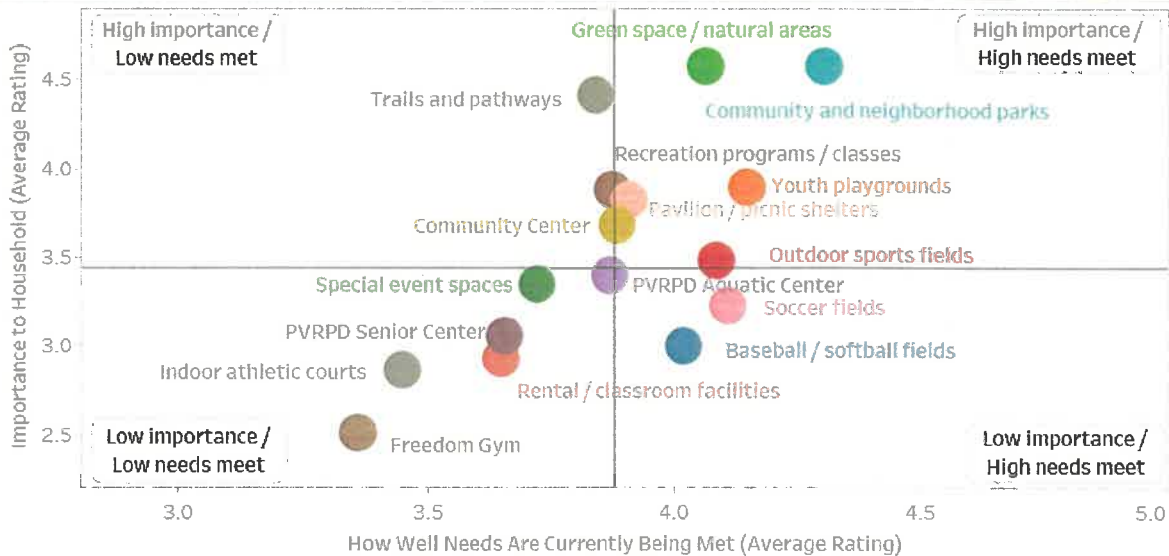
These “niche” facilities have a small but passionate following, so measuring participation when planning for future improvements may prove to be valuable.

Current levels of support appear to be adequate. Future discussions evaluating whether the resources supporting these facilities outweigh the benefits may be constructive.

Low Importance/ Low Needs Met

Low Importance/ High Needs Met

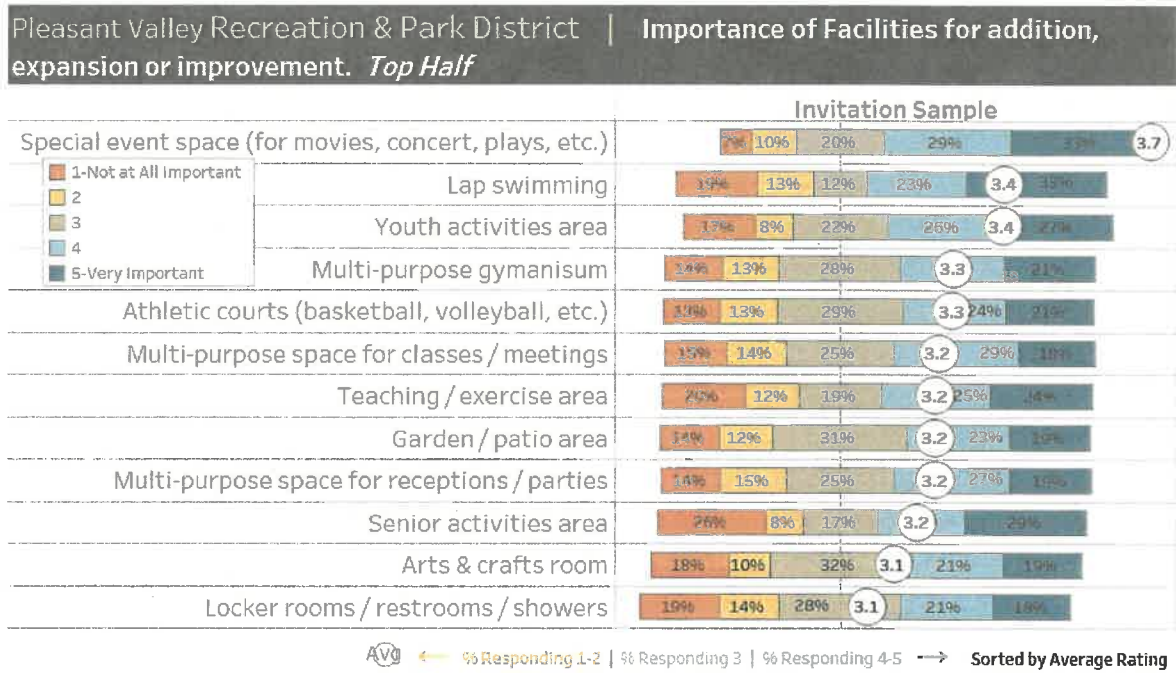
Pleasant Valley Recreation & Park District | Level of Importance vs. Needs Met for Current Facilities



Importance of Future Facilities

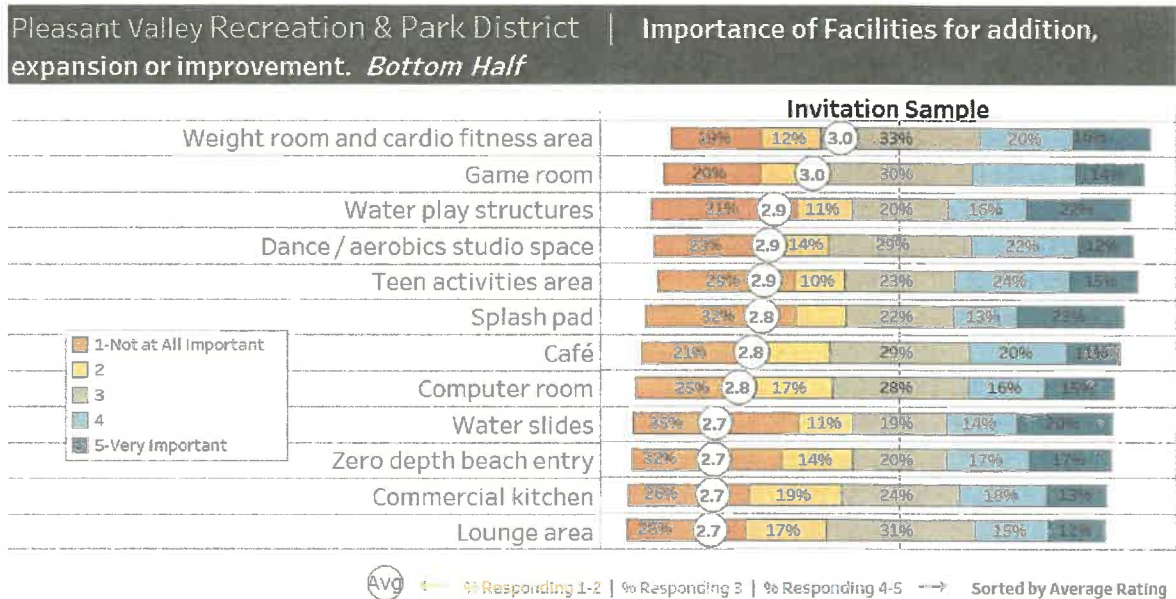
Special event space (62% rated as important), lap swimming (56%), and youth activities area (53%) were rated as the most important future needs among invitation respondents.

Figure 20: PVRPD Survey Respondents Important Additional Facilities



Facilities that were rated as least important future needs by invitation respondents were zero depth beach entry (46% unimportant), water slides (46%), commercial kitchen (45%), lounge area (42%), computer room (42%), splash pad (42%), and water play structures (42%).

Figure 21: PVRPD Survey Respondents Least Important Additional Facilities



Special event space was a top-rated item for both samples. However, open link respondents equally likely to rate senior activities area as important. Meanwhile, they were less likely than invitation sample respondents to rate lap swimming and youth activities area as important.

Figure 22: PVRPD Survey Respondents Importance of Additional Facilities Invitation vs. Open Link

Pleasant Valley Recreation & Park District		Importance of Facilities for addition, expansion or improvement. <i>Top Half</i>	
	Invitation Sample	Open Link	
Special event space (for movies, concert, plays, etc.)	3.7	3.7	
Lap swimming	3.4	3.1	
Youth activities area	3.4	3.1	
Multi-purpose gymnasium	3.3	3.4	
Athletic courts (basketball, volleyball, etc.)	3.3	3.3	
Multi-purpose space for classes / meetings	3.2	3.4	
Teaching / exercise area	3.2	3.2	
Garden / patio area	3.2	3.2	
Multi-purpose space for receptions / parties	3.2	3.2	
Senior activities area	3.2	3.7	
Arts & crafts room	3.1	3.3	
Locker rooms / restrooms / showers	3.1	3.1	

Open link respondents also differed from the invitation sample with regards to the dance/aerobics studio space (rated more important).

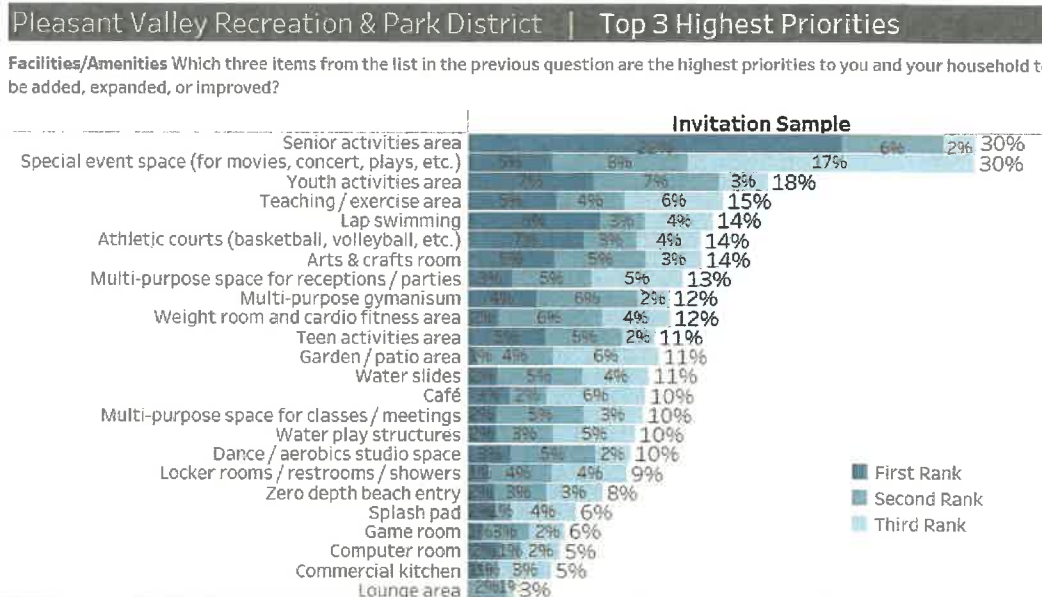
Figure 23: PVRPD Survey Respondents Least Important Additional Facilities Invitation vs. Open Link

Pleasant Valley Recreation & Park District		Importance of Facilities for addition, expansion or improvement. <i>Bottom Half</i>	
	Invitation Sample	Open Link	
Weight room and cardio fitness area	3.0	3.1	
Game room	3.0	3.1	
Water play structures	2.9	2.7	
Dance / aerobics studio space	2.9	3.2	
Teen activities area	2.9	3.0	
Splash pad	2.8	2.6	
Café	2.8	2.8	
Computer room	2.8	2.9	
Water slides	2.7	2.6	
Zero depth beach entry	2.7	2.5	
Commercial kitchen	2.7	2.8	
Lounge area	2.7	2.9	

Top Three Future Facility Priorities

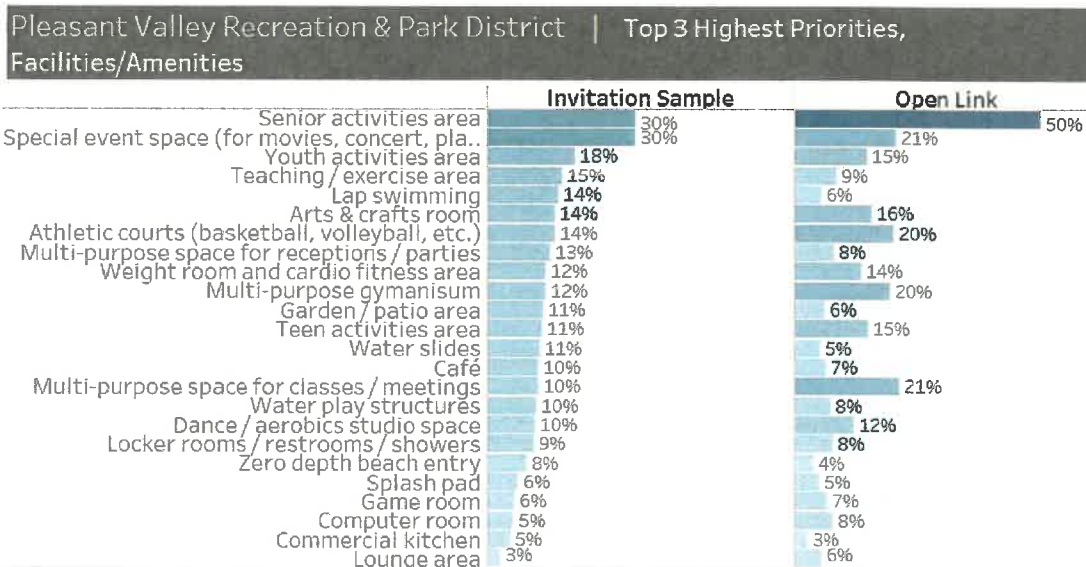
A senior activities area and a special event space stood out as the highest priority facilities/amenities with 30 percent of invitation respondents citing each among their top three choices. Twenty-two percent (22%) of invitation respondents cited a senior activities area as their top priority.

Figure 24: Top Three Priorities



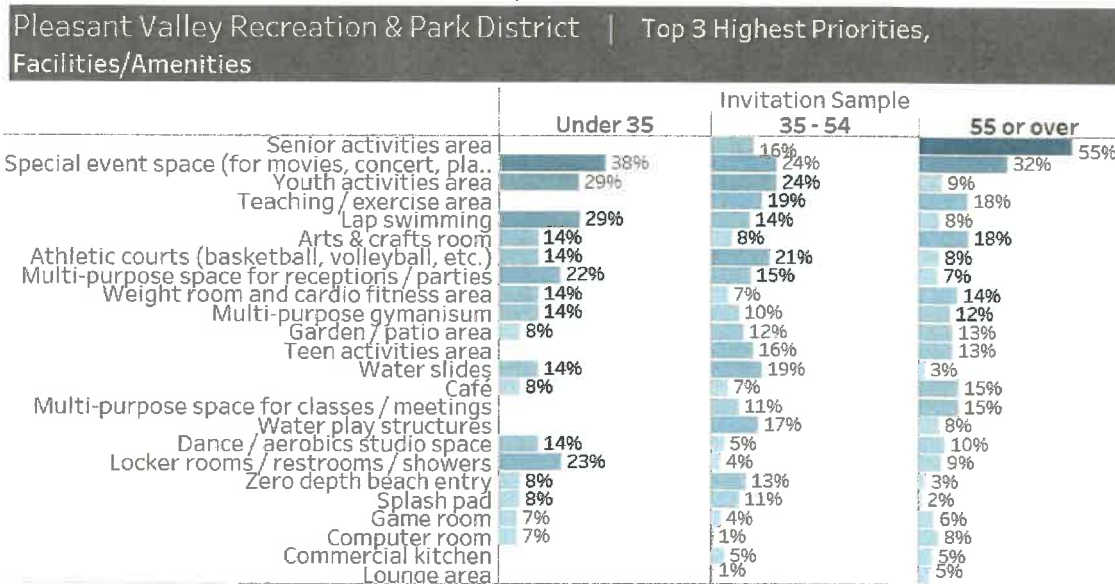
Both samples of respondents were likely to choose a senior activities area and special event space among their top three priorities. Open link respondents were far more likely to choose a multi-purpose space for classes/meetings, multi-purpose gymnasium, and athletic courts relative to invitation respondents.

Figure 25: Top Three Priorities Facilities and Amenities



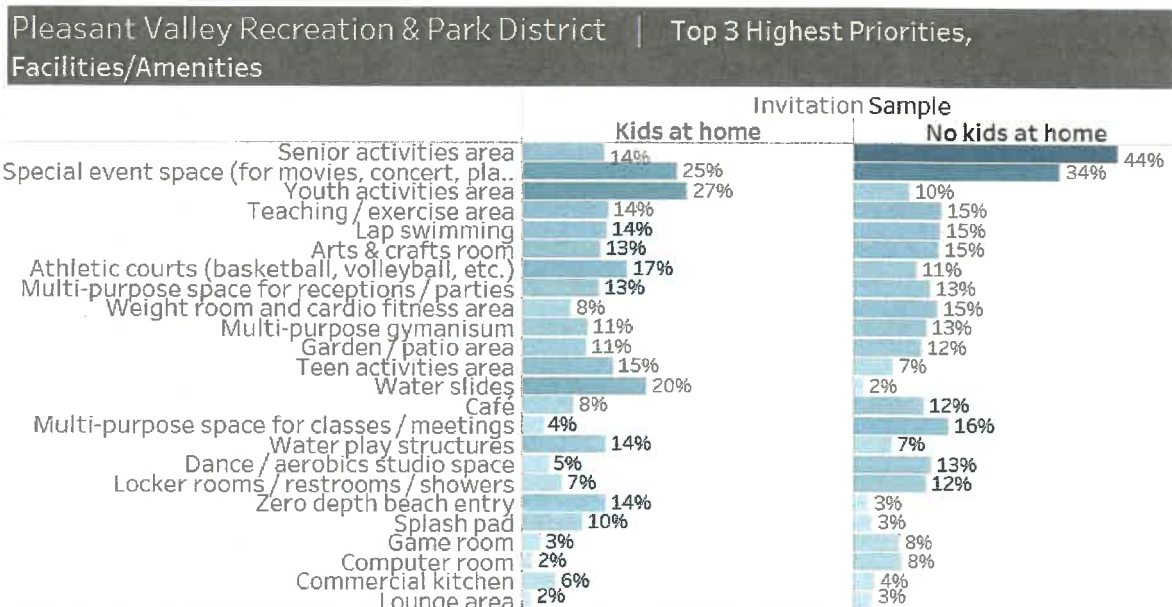
Special event space is a highly prioritized item among all invitation respondents, regardless of age. Otherwise, preferences do vary by age. Particularly senior activities area, youth activities area, and multi-purpose space for classes/meetings.

Figure 26: Top Three Priorities by Age Group



Invitation respondents without kids at home were about four times as likely as those with kids at home to prioritize senior activities area as top future priority and about twice as likely to prioritize multi-purpose spaces for classes/meetings. Meanwhile, respondents without kids at home were more likely to prioritize youth activities area, athletic courts, teen activities area, and water play structures.

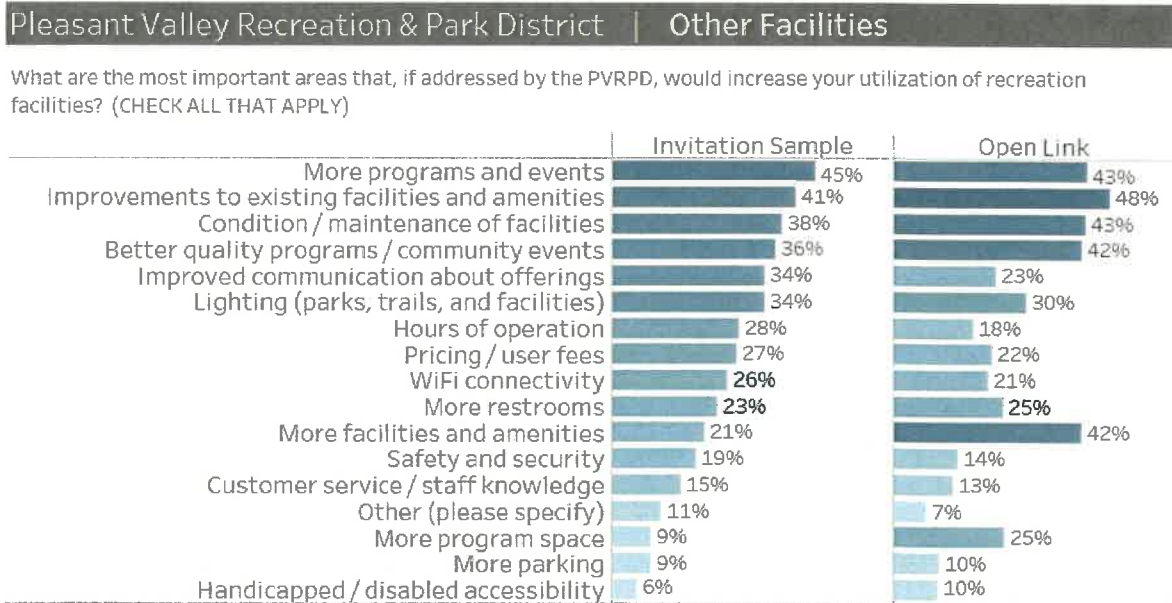
Figure 27: Top Three Priorities by Presence of Kids in Home



Most Important Areas

Invitation respondents were most likely to cite more programs and events, improvements to existing facilities and amenities, and the condition/maintenance of facilities as areas that, if improved, would increase their use of recreation facilities. Open link respondents were far more likely to identify “more facilities and amenities.”

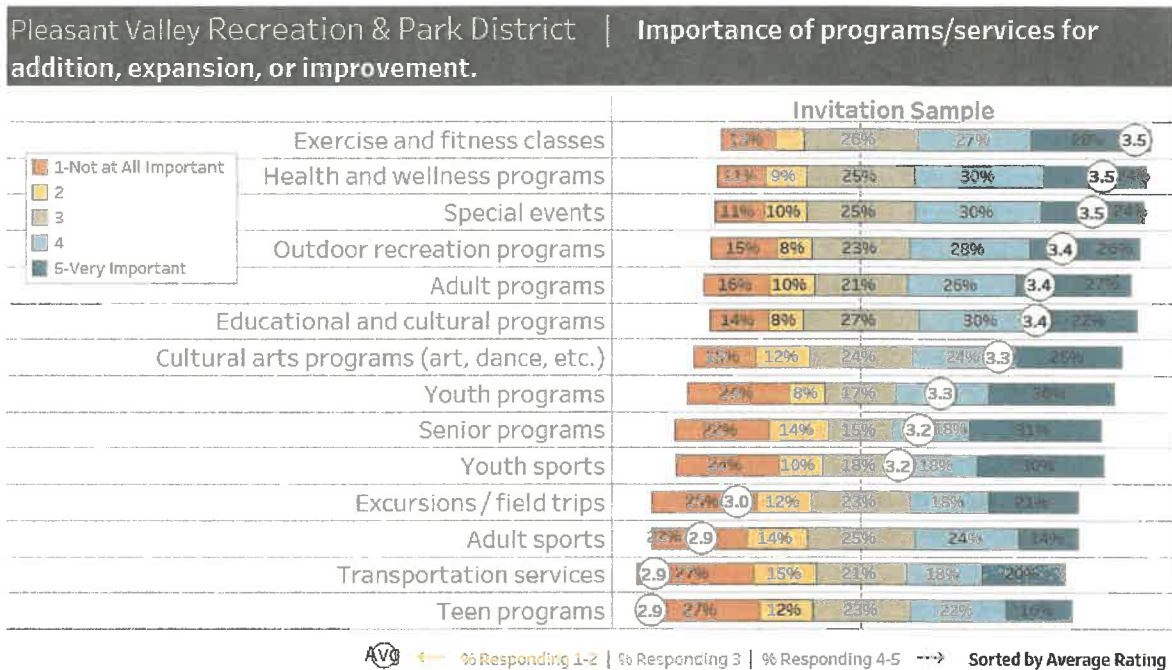
Figure 28: Other Facilities Desired



Importance of Future Programs/Services

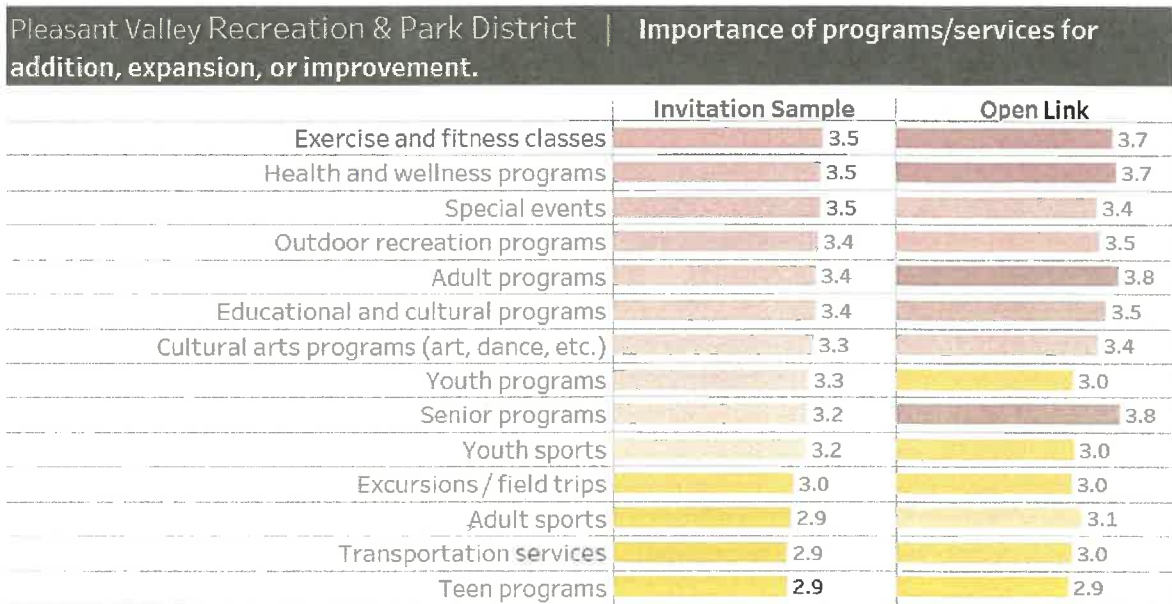
Exercise and fitness classes (55% rated as important), health and wellness programs (54%), special events (54%), outdoor recreation programs (54%), adult programs (53%), and educational and cultural programs (52%) were rated as important future programs by over half of invitation respondents.

Figure 29: Important Programs and Services



Adult programs and senior programs were the top rated future program choices among open link respondents and average importance ratings for these items were much higher than among invitation sample respondents. Meanwhile, invitation sample respondents were notably more likely to indicate that youth programs are important.

Figure 30: Important Programs and Services Invitation vs. Open Link



Additional Comments/Suggestions

At the end of the survey, respondents were given the opportunity to provide any additional comments or suggestions for PVRPD. Themes that came up frequently through the survey were again prominent in this comment field, including maintenance of existing facilities, more shade, and trail/pathway connectivity. Many invitation respondents also took the opportunity to praise the efforts of PVRPD. A selection of verbatim invitation responses is shown below.

Seniors need care such as provided (insufficiently) by Camarillo Health Care District

More options for teens - free options

Love the website. Office works have been VERY helpful with class enrollment and facility reservation.

Many people go to Global Center in Thousand Oaks and Moorpark because they have more senior activities. Camarillo Senior Center is a disgrace for a town like this.

It is much appreciated being asked to do this survey. The PVRPD is a WONDERFUL organization, offering a wide variety of resources. Cost-wise at times, due to our budget, I am unable to take some of the current classes I want to do.

In an effort to keep property taxes "reasonable," I suggest Open Space property/ies be donated to the District. The District in turn should assist each property owner/donor to obtain favorable relief from federal and state taxes.

Please do not raise taxes. You guys already raised our water bill. Look at McDonald's, they renovated their restaurants and they look nice. Just remodel the senior center.

*The full Community Survey Report can be found in **Appendix C**.

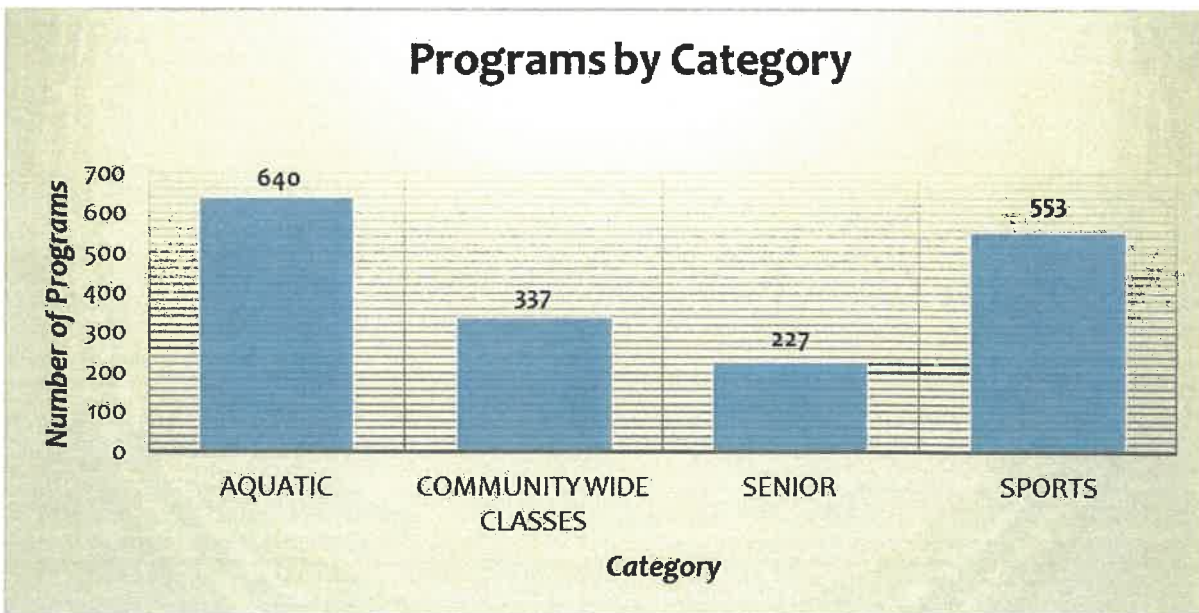
IV. Current Programs and Facilities

Program and Indoor Facilities Analysis

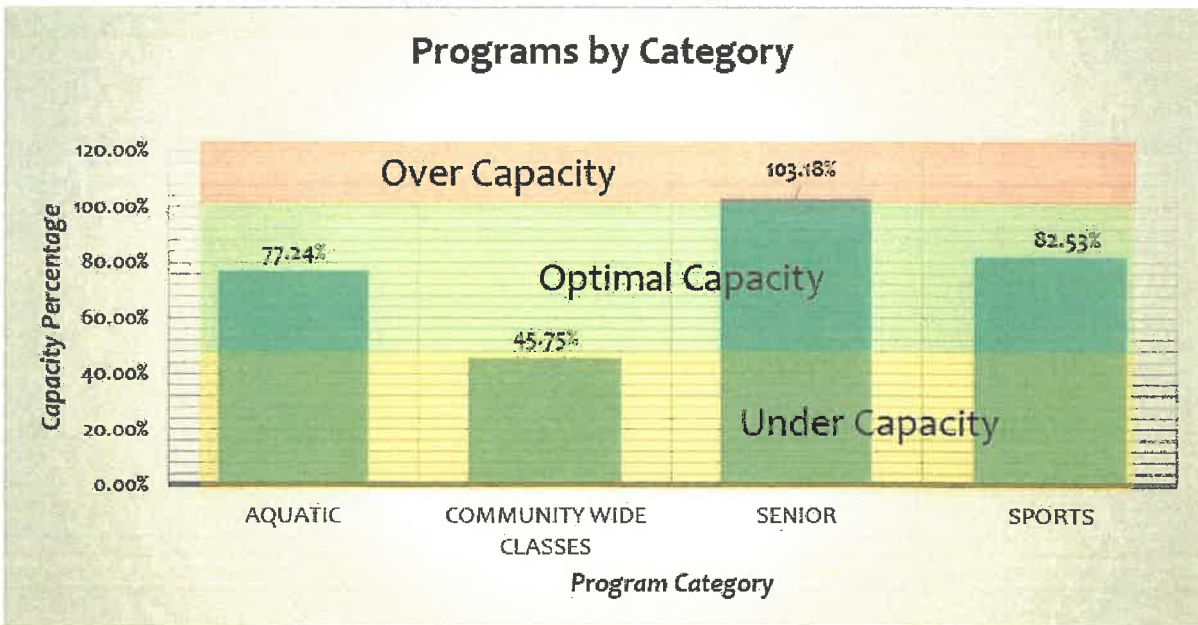
GreenPlay worked with the PVRPD General Manager to analyze existing indoor recreational facilities in the District. The assessment consisted of an analysis of the general ability to provide the desired indoor recreational programs, facilities, and services identified by the PVRPD community.

Currently, the existing providers and associated facilities cannot meet the expressed desires and needs of the community. Additionally, it is the consultant's opinion that a new indoor senior and community recreation center would not adversely affect the other service providers, but would instead provide additional opportunities to expose residents to the entry level programs and services they provide, acting as a feeder system to others service providers.

The District is currently experiencing a lack of available facilities to meet demand and an overcrowding of existing indoor facilities. The District currently offers over 1,700 unique programs and classes with program participants hitting over 800,000 annually, which does not include passive park users or special event participants.



The largest number of programs was offered for aquatics in part due to the availability of a dedicated aquatic facility. The number of programs offered for seniors and the number of community wide classes offered were both limited due to the lack of available facilities.



The high number of programs offered for seniors resulted in the senior center facility being used above the optimal capacity as identified by the District.

Helpful District Statistics:

- Freedom Gymnasium: 2016 Calendar Year
 - Users: 7,673
 - Table Tennis, Pickleball, Badminton, Basketball, Special Olympics
- Community Center (Special Event/Large Event)
 - 2,917+ Adult Users: 2016 Calendar Year
 - 50+Expo, Wii Bowling, Movies, and more
- Senior Center/Classrooms
 - 38,501+ Adult Users: 2016 Calendar Year
 - Art, Arthritis, Band, Billiards, Bingo, Blood Pressure, Bone Builders, Café, Games, Parkinson's, and more.
- PV Aquatics Center
 - 16,538 Adult Users— 2016 Calendar Year
 - Water Exercise, Lap Swim (AM, Lunch, PM), Aquacize, Adult Swim Lessons
 - 333 Senior Passes Sold - 2017 Calendar Year


The following chart represents the current Square Footage of Facilities Owned or Managed by PVRPD.

Facilities Owned or Managed by PVRPD	Indoor Sq. Ft	Indoor Activity Space/Sq. Ft	Indoor/District Owned Activity Space/Sq. Ft.	Sq. Ft. 1605 E. Burnley
Community Center	10,351	10,351	10,351	10,351
Class rooms	4,615	4,615	4,615	4,615
Administrative Offices	2,849			
Senior Center	3,974	3,974	3,974	3,974
Freedom Center	6,738	6,738	6,738	
Freedom Gymnasium	10,065	10,065		
Aquatic Center	15,143	15,143	15,143	
PV East Meeting Room	1,152	1,152	1,152	
Dos Caminos	900	900	900	
Total	54,887	52,038	41,973	18,940

According to the 2016 Program Statistics Analysis conducted by the District and reviewed during this study, the following observations have been made:

- Aquatics, community classes, and sports are meeting the community demand.
- Senior/Adult programming is losing participants due to overcrowding and lack of available facilities.
- At least 14 Senior/Adult programming needs have been identified and denied due to lack of available facilities.

2016 Facility Statistics Overview

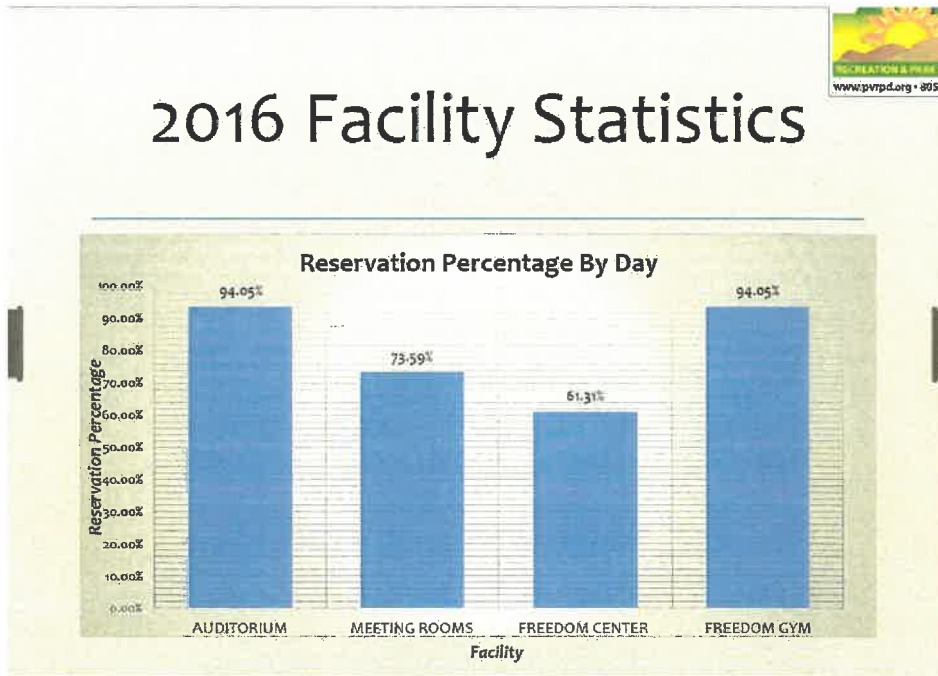


- **158** Reservable Facilities and Parks
- **18,538** Reservations Made
- Sports Fields and Courts reserved **34.91%** of the time
- Pavilions and Picnic Areas reserved **11.24%** of the time
- Class and Meeting Rooms reserved **67%** of the time
- Auditorium/Gyms reserved **94%** of the time

The District handles close to 19,000 reservations annually.

Auditoriums and gymnasiums are also used above the optimal capacity as identified by the District, often resulting in unmet needs for the community.

- Due to high class/meeting room reservation rates at the Freedom Center and the Community Center, it is impractical to expand programming within the current facilities to meet the needs of seniors or adults.
- Use of the Freedom Center Gym is a short-term situation, The District doesn't own the land, building, or parking lot, and access could be terminated at any time.
- The existing Senior Center is maxed out with regard to usage and programming.



National and regional trends indicate an increase in recreational program participation when appropriate facilities are accessible and available. GreenPlay's observations and experience validates that communities experience a significant increase in recreational program participation when agencies are able to provide a variety of appropriate recreational spaces.

PVRPD staff do a good job maintaining the current facilities and utilizing them to their maximum potential. Unfortunately, the majority of PVRPD current facilities are outdated, in need of expensive infrastructure upgrades, and are reaching the end of their useful life expectancy. Recreational programming has changed, and the current facilities are not easily adaptable to today's recreation needs. Attempting to renovate and/or repurpose the existing facilities will be extremely costly and will not result in any improvements that would allow for additional programming.

It is the collective opinion of the consultant team that existing facilities will need to be replaced in order for PVRPD to expand and enhance its programming to meet the identified needs and desires of the community.

V. Solutions to Meet Community Demand for Programs and Facilities

During the development of the Critical Success Factors for this project, the Liaison Committee requested the development of “Three Plans” (Plan 1, Plan 2, Plan 3) of concepts for additional senior and community recreation facilities.

Plan 1 (Approximately 14,616 square feet): Calls for a multi-use facility to address some of the overcrowding of current facilities. All current facilities would remain in current condition. Activity Spaces to include the addition of Multi-generational Lounge, Multi-generational Game Room, Multi-generational Activity Room (converts into recreational space, programs, special events), and Multi-generational Large Multi-Purpose Fitness Room (group exercise classes including yoga, Zumba, tone & stretch, Pilates, Stretching for Everyone, etc.).

Plan 2 (Approximately 31,272 square feet): Calls for new facilities which would include multi-use facility needed to expand and enhance programs and services to address the majority of identified community desires and needs. Activity Spaces to include; Multi-generational Lounge, Multi-generational Game Room, Multi-generational Activity Room (converts into recreational space, programs, special events), Multi-generational Large Multi-Purpose Fitness Room (group exercise classes such as yoga, Zumba, tone & stretch, Pilates, Stretching for Everyone, etc.), Multi-generational Gymnasium, and locker rooms.

Plan 3 (Approximately 68,454 square feet): Calls for new facilities which would include all of the facility elements needed to expand and enhance programs and services to address all of the identified community desires and needs, and position the District to perform well into the future. This facility would be an all-in-one facility to include a Senior Wing (dedicated), a Youth Wing (dedicated), Special Event Space/Auditorium, Multi-purpose rooms, Family Services (dedicated), Fitness Space, Gymnasium, Administrative offices, and circulation and support.

PVRPD CONCEPTUAL SQUARE FOOTAGE

5/25/18

A. Operations - Building Support		Plan 3	Plan 2	Plan 1
A.01	Entry Lobby	1,200	1,000	800
A.02	Reception / Access Control / Registration	300	300	300
A.03	Waiting Area	300	300	300
A.04	Vending Area	120		120
A.05	Exam/ Consultation Room	300		
A.06	Café	300		
A.07	Locker Rooms with Showers (Men's and Women's)	1,400	1,000	
A.08	Accessible Toilet Room (men's and women's)	500	500	400
A.09	Custodial Closet (ground and upper floors)	80	80	80
A.10	Communications - IPS and Server Room	150	150	150
A.11	Electrical Room	120	120	120
A.12	Mechanical Room	400	400	200
A.13	General Building Storage	585	400	400
A.14	Fire Pump Room	120	120	120
Subtotal: Building Support Spaces		5,875	4,370	2,990

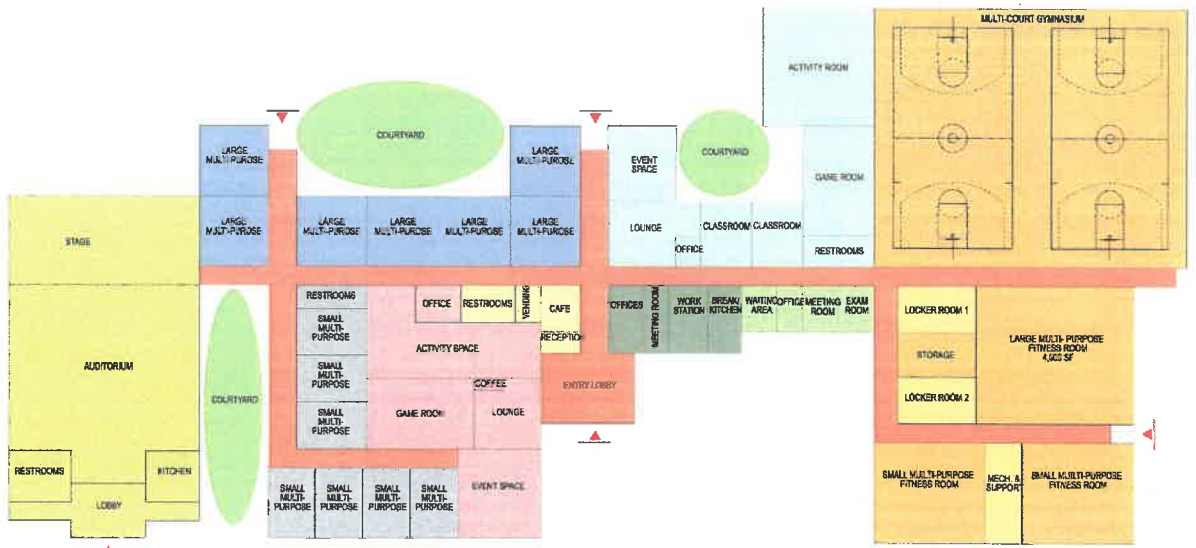
B. Operations - Facility Administration		Plan 3	Plan 2	Plan 1
B.01	Offices (all general offices)	1,000	120	120
B.02	Conference/ Meeting Rooms	450		
B.03	Work Station Space	300		
B.04	Breakroom/ Kitchen	300		
B.05	Storage	70	70	70
B.06	Staff Restroom - Unisex	200	200	200
Subtotal: Facility Administration		2,320	390	390

C. Activity Spaces		Plan 3	Plan 2	Plan 1
C.01	Multi-Purpose Gymnasium (2 courts @ 50 x 94)	12,000	12,000	
C.02	Gymnasium Storage	600	500	
C.03	Lounge (multi-generational)	1,600	1,200	1,200
C.04	Game Room (multi-generational)	1,400	1,200	1,200
C.05	Activity Room (multi-generational)	4,800	3,200	3,200
C.06	Classroom (before/after school/daycare)	1,200		
C.07	Large Multi-Purpose Fitness Room	4,000	3,200	3,200
C.08	Small Multi-Purpose Fitness Room	4,000		
Subtotal: Activity Spaces		29,600	21,300	8,800

D. Community Spaces		Plan 3	Plan 2	Plan 1
D.01	Large Classroom Style Space	6,300		
D.02	Small Classroom Style Space	4,200		
D.03	Large Open Space (dividable)	6,000		
D.04	Commercial Kitchen	1,000		
D.05	Coffee Bar	50		
D.06	Special Event Spaces (senior and youth wings)	1,700		
Subtotal: Community Spaces		19,250	-	-

Sub Total Summary	57,045	26,060	12,180
Circulation(20% of Total Building SF)	11,409	5,212	2,436
Total Gross	68,454	31,272	14,616

- changes to square footage
- program does not apply



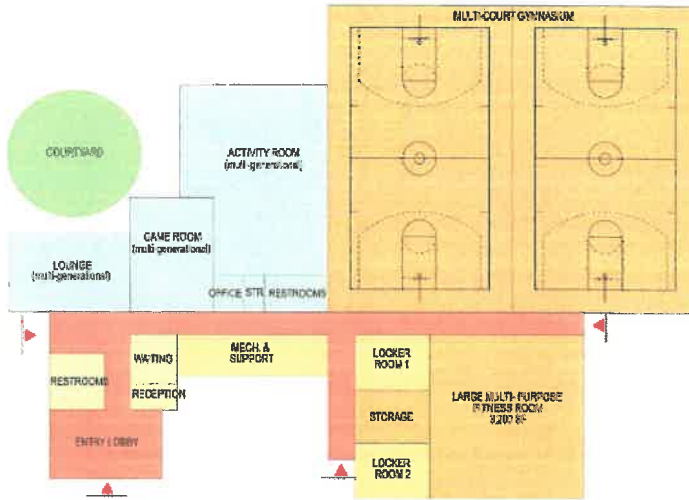
PLAN 3 SPACE DIAGRAM - SCALE 1" = 40'



LEGEND

68,454 sf






- | | | |
|---------------------|---------------------|-----------------|
| SENIOR | GYMNASIUM & FITNESS | ADMINISTRATION |
| YOUTH | CIRCULATION | FAMILY SERVICES |
| LARGE MULTI-PURPOSE | AUDITORIUM | SUPPORT SPACES |
| SMALL MULTI-PURPOSE | LOBBY/ ENTRANCE | |

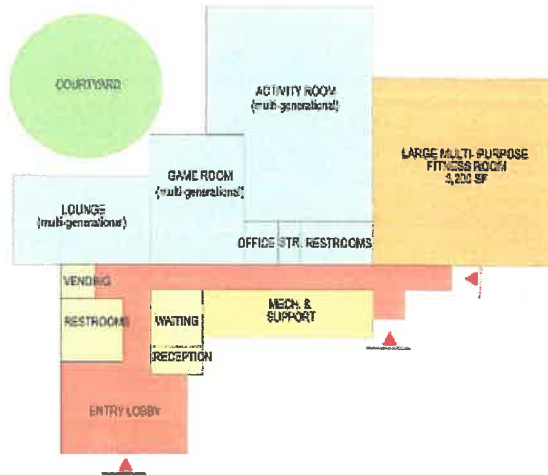


PLAN 2 SPACE DIAGRAM - SCALE 1" = 40' 0 20' 40' 80'

LEGEND

31,272 sf

- | | | | |
|---|---|---|---------------------|
|  | ACTIVITY SPACES
(multi-generational) |  | GYMNASIUM & FITNESS |
|  | CIRCULATION
LOBBY/ ENTRANCE |  | SUPPORT SPACES |
|  | OPERATIONS/ BUILDING
SUPPORT | | |



PLAN 1 SPACE DIAGRAM - SCALE 1" = 40'



LEGEND

14,616 sf

- | | | | |
|---|---|---|---------------------|
|  | ACTIVITY SPACES
(multi-generational) |  | GYMNASIUM & FITNESS |
|  | CIRCULATION
LOBBY/ ENTRANCE |  | SUPPORT SPACES |
|  | OPERATIONS/ BUILDING
SUPPORT | | |

Potential Project Construction Costs Ranges for each plan would be as follows:

PVRPD CONCEPTUAL BUDGET - PLAN 3

A. Operations - Building Support		Base Program	Cost / SF Range	Program Cost Range	
Subtotal: Building Support Spaces		5,875		\$3,045,500	\$3,759,000
approximate cost per square foot				\$518	\$640
B. Operations - Facility Administration		Base Program	Cost Range	Program Cost Range	
Subtotal: Facility Administration		2,320		\$834,500	\$964,000
approximate cost per square foot				\$360	\$416
C. Activity Spaces		Base Program	Cost Range	Program Cost Range	
Subtotal: Activity Spaces		29,600		\$15,000,000	\$17,080,000
approximate cost per square foot				\$507	\$577
D. Community Spaces		Base Program	Cost Range	Program Cost Range	
Subtotal: Community Spaces		19,250		\$7,357,500	\$8,372,500
approximate cost per square foot				\$382	\$435
Sub Total Summary		57,045	\$460 - \$529	\$26,237,500	\$30,175,500
Circulation	(20% of Total Building SF)	11,409	\$350 - \$400	\$3,993,150	\$4,563,600
Total Gross		68,454	\$442 - \$507	\$30,230,650	\$34,739,100

TOTAL BUILDING COST	\$475	\$32,484,875
SITE DEVELOPMENT COST		
Utilities / Infrastructure		\$750,000 - \$1,000,000
Site Circulation / Parking		\$1,000,000 - \$2,000,000
Landscape / Site Furnishings		\$500,000 - \$750,000
		\$2,250,000 - \$3,750,000
TOTAL SITE DEVELOPMENT COST		\$3,000,000
TOTAL BUILDING AND SITE CONST. COST - 2018		\$35,484,875
15% ESCALATION TO 6/1/2021		\$5,322,731.25
PROJECT SOFT COSTS: 30%		\$12,242,282
<i>Example: submittal fees, impact development fees, loan costs, design fees, insurance, interest, etc.</i>		
TOTAL PROJECT COST - 2021		\$47,727,157
CONTINGENCY: 10%		\$4,772,716
TOTAL PROJECT COST - 2021 - W/CONTINGENCY		\$52,499,872.56

- This low cost range assumes a medium level quality of finish with durable surfaces on the interior (LVT and some accent wall covering) and accent fenestration on the exterior (corrugated metal paneling, thin brick).
- This high cost range assumes a high level quality of finish with premium surfaces on the interior (stone and wood paneling) and major fenestration on the exterior (aluminum panels, stone, rainscreens).
- The costs have been escalated to what is assumed to be the midpoint of construction in 2021. We assume a start date in the summer of 2020 and a 24 month construction duration.

The projected cost for the building elements program for Plan 3 is estimated to be \$35.5 in construction costs and \$52.5M total project costs in 2021 dollars. The conceptual plans have been developed to illustrate potential space elements for a new Senior and Community Recreation Center.

Pleasant Valley Recreation and Park District Plan 3 Preliminary Draft Operational Budget for Recreation Center			
Preliminary Draft Operational Budget Projections - Budget developed to determine the expenses and revenues that may be achieved with Plan 3. Number of daily entrances and program registrations needed to be sold to reach cost recovery target identified by PVRPD staff. No guarantee is being implied by GreenPlay that these projections will be obtained.			
	Estimated Cost Recovery	83%	Goal 65%
STAFFING PROJECTIONS			
Contractual Services			\$177,265 29.53%
Commodities			\$270,040 44.98%
			\$153,004 25.49%
	TOTAL EXPENSES		\$600,309
REVENUE			
Passes			\$317,800.00
Rentals			\$102,700.00
Recreation Programs			\$80,600.00
	TOTAL REVENUE		\$501,100.00
	TOTAL NET		-\$99,209.00
	COST RECOVERY		83%

Potential budget implications total: One-time cost of \$52.5M for total project costs for construction of a Plan 3 Senior and Community Recreation Center and annual costs of \$99,209 subsidy for operations and maintenance costs.

Estimated Cost recovery is 83 percent.

PVRPD CONCEPTUAL BUDGET - PLAN 3

A. Operations - Building Support	Base Program	Cost / SF Range	Program Cost Range	
Subtotal: Building Support Spaces	5,875		\$3,045,500	\$3,759,000
approximate cost per square foot			\$518	\$640
B. Operations - Facility Administration	Base Program	Cost Range	Program Cost Range	
Subtotal: Facility Administration	2,320		\$834,500	\$964,000
approximate cost per square foot			\$360	\$416
C. Activity Spaces	Base Program	Cost Range	Program Cost Range	
Subtotal: Activity Spaces	29,600		\$15,000,000	\$17,080,000
approximate cost per square foot			\$507	\$577
D. Community Spaces	Base Program	Cost Range	Program Cost Range	
Subtotal: Community Spaces	19,250		\$7,357,500	\$8,372,500
approximate cost per square foot			\$382	\$435
Sub Total Summary	57,045	\$460 - \$529	\$26,237,500	\$30,175,500
Circulation (20% of Total Building SF)	11,409	\$350 - \$400	\$3,993,150 -	\$4,563,600
Total Gross	68,454	\$442 - \$507	\$30,230,650 -	\$34,739,100

TOTAL BUILDING COST	\$475	\$32,484,875
----------------------------	--------------	---------------------

SITE DEVELOPMENT COST

Utilities / Infrastructure	\$750,000 -	\$1,000,000
Site Circulation / Parking	\$1,000,000 -	\$2,000,000
Landscape / Site Furnishings	\$500,000 -	\$750,000
TOTAL SITE DEVELOPMENT COST	\$2,250,000 -	\$3,750,000

TOTAL BUILDING AND SITE CONST. COST - 2018	\$35,484,875
---	---------------------

15% ESCALATION TO 6/1/2021 \$5,322,731.25

PROJECT SOFT COSTS: 30% \$12,242,282

Example: submittal fees, impact development fees, loan costs, design fees, insurance, interest, etc.

TOTAL PROJECT COST - 2021	\$47,727,157
----------------------------------	---------------------

CONTINGENCY: 10% \$4,772,716

TOTAL PROJECT COST - 2021 - W/CONTINGENCY	\$52,499,872.56
--	------------------------

- This low cost range assumes a medium level quality of finish with durable surfaces on the interior (LVT and some accent wall covering) and accent fenestration on the exterior (corrugated metal paneling, thin brick).
- This high cost range assumes a high level quality of finish with premium surfaces on the interior (stone and wood paneling) and major fenestration on the exterior (aluminum panels, stone, rainscreens).
- The costs have been escalated to what is assumed to be the midpoint of construction in 2021. We assume a start date in the summer of 2020 and a 24 month construction duration.

The projected cost for the building elements program for Plan 2 is estimated to be \$20M in construction costs and \$30M total project costs in 2021 dollars.

Pleasant Valley Recreation and Park District			
Plan 2 Preliminary Draft Operational Budget for Recreation Center			
Preliminary Draft Operational Budget Projections - Budget developed to determine the expenses and revenues that may be achieved with Plan 2. Number of daily entrances and program registrations needed to be sold to reach cost recovery target identified by PVRPD staff. No guarantee is being implied by GreenPlay that these projections will be obtained.			
	Estimated Cost Recovery	31%	Goal 65%
STAFFING PROJECTIONS		\$226,104	49.43%
Contractual Services		\$139,940	30.59%
Commodities		\$91,399	19.98%
	TOTAL EXPENSES	\$457,443	
REVENUE			
Passes		\$83,995	
Rentals		\$7,500	
Recreation Programs		\$51,200	
	TOTAL REVENUE	\$142,695	
	TOTAL NET	-\$314,748	
	COST RECOVERY	31%	Goal 65%

Potential budget implications total: One-time cost of \$30M for total project costs for construction of a Plan 2 and annual costs of \$314,748 subsidy for operations and maintenance costs.

Estimated Cost recovery is 31 percent.

PVRPD CONCEPTUAL BUDGET - PLAN 3

	Base Program	Cost / SF Range	Program Cost Range	
A. Operations - Building Support				
Subtotal: Building Support Spaces	5,875		\$3,045,500	\$3,759,000
approximate cost per square foot			\$518	\$640
B. Operations - Facility Administration				
Subtotal: Facility Administration	2,320		\$834,500	\$964,000
approximate cost per square foot			\$360	\$416
C. Activity Spaces				
Subtotal: Activity Spaces	29,600		\$15,000,000	\$17,080,000
approximate cost per square foot			\$507	\$577
D. Community Spaces				
Subtotal: Community Spaces	19,250		\$7,357,500	\$8,372,500
approximate cost per square foot			\$382	\$435
Sub Total Summary	57,045	\$460 - \$529	\$26,237,500	\$30,175,500
Circulation (20% of Total Building SF)	11,409	\$350 - \$400	\$3,993,150	\$4,563,600
Total Gross	68,454	\$442 - \$507	\$30,230,650	\$34,739,100

TOTAL BUILDING COST	\$475	\$32,484,875
SITE DEVELOPMENT COST		
Utilities / Infrastructure		\$750,000 - \$1,000,000
Site Circulation / Parking		\$1,000,000 - \$2,000,000
Landscape / Site Furnishings		\$500,000 - \$750,000
TOTAL SITE DEVELOPMENT COST		\$3,000,000
TOTAL BUILDING AND SITE CONST. COST - 2018		\$35,484,875
15% ESCALATION TO 6/1/2021		\$5,322,731.25
PROJECT SOFT COSTS: 30%		\$12,242,282
<i>Example: submittal fees, impact development fees, loan costs, design fees, insurance, interest, etc.</i>		
TOTAL PROJECT COST - 2021		\$47,727,157
CONTINGENCY: 10%		\$4,772,716
TOTAL PROJECT COST - 2021 - W/CONTINGENCY		\$52,499,872.56

- This low cost range assumes a medium level quality of finish with durable surfaces on the interior (LVT and some accent wall covering) and accent fenestration on the exterior (corrugated metal paneling, thin brick).
- This high cost range assumes a high level quality of finish with premium surfaces on the interior (stone and wood paneling) and major fenestration on the exterior (aluminum panels, stone, rainscreens).
- The costs have been escalated to what is assumed to be the midpoint of construction in 2021. We assume a start date in the summer of 2020 and a 24 month construction duration.

The projected cost for the building elements program for Plan 1 is estimated to be \$9.9M in construction costs, \$14.8M total project costs in 2018 dollars.

Pleasant Valley Recreation and Park District			
Plan 1 Preliminary Draft Operational Budget for Recreation Center			
Preliminary Draft Operational Budget Projections - Budget developed to determine the expenses and revenues that may be achieved with Plan 1. Number of daily entrances and program registrations needed to be sold to reach cost recovery target identified by PVRPD staff. No guarantee is being implied by GreenPlay that these projections will be obtained.			
	Estimated Cost Recovery	26%	Goal 65%
STAFFING PROJECTIONS			
		\$104,018	39.64%
Contractual Services		\$81,240	30.96%
Commodities		\$77,124	29.39%
	TOTAL EXPENSES	\$262,382	
REVENUE			
Passes		\$28,920	
Rentals		\$0	
Recreation Programs		\$39,040	
	TOTAL REVENUE	\$67,960	
	TOTAL NET	-\$194,422	
	COST RECOVERY	26%	Goal 65%

Potential budget implications total: One-time cost of \$14.8M for total project costs for construction of a Plan 1 and annual costs of \$194,442 subsidy for operations and maintenance costs.

Estimated Cost recovery is 26 percent.

The following is a list of the most desired programs and activities as identified through community input during the project listed in order of response:

Most Desired Indoor Programs and Activities

- Special events
- Senior activities
- Senior programs
- Youth programs
- More programs and events
- Community events
- Lap swimming
- Gymnasium activities
- Exercise/fitness/dance/wellness activities
- Leisure activities
- Computer activities/learning activities

Lifelong Learning and Cultural Arts

- Senior social interaction
- Affordable meals
- Cultural activities
- Social dances
- Pottery, arts, crafts, sewing, jewelry making
- Cooking classes
- Folk, country, rock and roll guitar programs
- Educational classes (brain health, stress management, cardio health, nutrition, diabetes, foreign languages, cooking, technology – email, smartphone)

Active Recreational Programs

- Pickleball
- Lawn Bowling
- Basketball
- Ping-Pong
- Bocce Ball
- Badminton
- Volleyball
- Indoor Soccer/Futsal
- Outdoor recreation including organized hikes and walking classes
- Fitness classes
- Yoga, meditation, stress, balance, chair exercise classes, tai chi classes
- Classes with fitness equipment
- Consider cardiovascular and circuit weight equipment as an add alternate

Youth Programs

- Childcare/programs for younger children
- Before and after school programs
- Board and video games
- Outdoor basketball

Desired Facilities Amenities

- Warm, inviting welcome lounge area to socialize
- Dedicated area and services for seniors
- Multiple spaces for various fitness and educational classes



Special Event Spaces

- Large multi-use space with separate breakout areas
- Café for socializing and eating
- Large Community kitchen



Gymnasium

- 2 court gym (one main court high school size court with two cross courts)
- Traditional gym to facilitate active sports programming-- basketball, pickleball, ping-pong, volleyball, badminton, indoor soccer/futsal, fitness classes



Classrooms/multi-purpose spaces

- Combination of larger and smaller multi-purpose spaces
- Several with sinks, storage closets built into walls



Additional recreational activity areas will allow PVRPD to greatly expand and enhance program offerings. Sample Activity Space Schedules for several activity spaces are included in the appendix (activity space schedules would need to be further developed once facility element design is finalized):

Multi-Generational Activity Room							
Hours of Operations							
Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6am	Closed						
6:30am	Closed						
7am	Closed						
7:30am	Closed						
8am	Closed						
8:30am	Closed						
9am	Special events/ special rentals	BINGO	BRIDGE LESONS	BINGO	WII BOWLING	BINGO	BRIDGE
9:30am			BRIDGE LESONS				
10am			BRIDGE LESONS				
10:30am			BRIDGE LESONS				
11am			BRIDGE LESONS				
11:30am			BRIDGE LESONS				
12pm			BRIDGE LESONS				
12:30pm			BRIDGE LESONS				
1pm			BRIDGE LESONS				
1:30pm			BRIDGE LESONS				
2pm	BRIDGE	BRIDGE	BRIDGE	BRIDGE	BRIDGE	BRIDGE	
2:30pm	Closed						
3pm	Closed						
3:30pm	Closed						
4pm	Closed						
4:30pm	Closed						
5pm	Closed						
5:30pm	Closed						
6pm	GUI TER CLASS	GUI TER CLASS			GUI TER CLASS		
6:30pm	GUI TER CLASS	CPR/FIRST AID	CPR/FIRST AID		COOKING CLASS	CAMARILLO CAFE	
7pm	SPANISH		TECHNOLOGY	WRITERS CLUB	MUSIC THEORY	FLOWER ARRANGMENT	CAMARILLO CAFE
7:30pm	SPANISH		TECHNOLOGY	WRITERS CLUB	MUSIC THEORY	FLOWER ARRANGMENT	CAMARILLO CAFE
8pm	SPANISH		TECHNOLOGY	WRITERS CLUB	MUSIC THEORY	FLOWER ARRANGMENT	CAMARILLO CAFE
8:30pm	SPANISH		JU-JITSU	WRITERS CLUB	JU-JITSU	FLOWER ARRANGMENT	CAMARILLO CAFE
9pm	SPANISH		JU-JITSU	WRITERS CLUB	JU-JITSU	FLOWER ARRANGMENT	CAMARILLO CAFE
9:30pm	Closed						
10pm	Closed						
10:30pm	Closed						
11pm	Closed						
11:30pm	Closed						

Key

- Closed
- Normal Operations
- Rentals
- Special Events
- Combination Event

Multi-Generational Fitness Room							
Hours of Operations							
Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6am	Closed						
6:30am	Closed						
7am	Closed						
7:30am	Closed						
8am	Closed						
8:30am	Closed						
9am	Special events/ special rentals	BODY PUMP	MUSLCE CONDITIONING	BODY PUMP	MUSLCE CONDITIONING	BODY PUMP	BOOT CAMP
9:30am		CENTERING YOGA	SILVER SNEAKERS	CENTERING YOGA	SILVER SNEAKERS	CENTERING YOGA	ZUMBA
10am		ZUMBA GOLD	TONE & STRETCH	ZUMBA GOLD	TONE & STRETCH	ZUMBA GOLD	YOGA
10:30am							
11am							
11:30am							
12pm							
12:30pm							
1pm			SR FITNESS	SR FITNESS	SR FITNESS	SR FITNESS	SR FITNESS
1:30pm							
2pm							
2:30pm				TOTAL FITNESS			
3pm		TOTAL FITNESS		ART OF MOVEMENT			
3:30pm		ART OF MOVEMENT					
4pm			BONE BUILDERS		BONE BUILDERS		
4:30pm							
5pm							
5:30pm		BOOT CAMP FITNESS	ENERGTIC FLOW YOGA	BOOT CAMP FITNESS	ENERGTIC FLOW YOGA	BOOT CAMP FITNESS	
6pm							
6:30pm		STRENGTH & CORE	PILATES/ YOGA	STRENGTH & CORE	PILATES/ YOGA	PILATES	
7pm							
7:30pm		ZUMBA	ZUMBA	ZUMBA	ZUMBA	CAMARILLO CAFE	
8pm							
8:30pm			JU-JITSU		JU-JITSU		
9pm							
9:30pm							
10pm							
10:30pm							
11pm							
11:30pm							

Key

Closed	
Normal Operations	
Rentals	
Special Events	
Combination Event	

The following diagram shows a test fit of a potential footprint for the identified facility elements needed to meet the communities expressed needs and desires for Plan 3 on the property owned by the District at 1605 E. Burnley Street. This diagram shows 21,800 sq. ft of facilities which currently exist at this location as the dotted lines, overlaid by the potential Plan 3 68,454 sq. ft. facility. No decisions have been made at this time related to use of this location.



■ AERIAL COMPARISON - SCALE 1" = 100'
New Plan: 68,454 sf Existing: 21,800 sf

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VI. Operational Budget Estimates and Pro-Forma

GreenPlay conducted a financial analysis and developed operational budgets and pro-forma budgets for the proposed development of a senior and community recreation center. Operating expenses include staffing, contractual services, and commodities. Revenue includes daily user fees, memberships, rental fees, and program fees.

Operating Budget Purpose

The operating budget is driven by the overall service philosophy, which should define the District's facilities purposes, including who the facilities are going to serve and at what level the service is going to be provided. The operating budget has been developed for this project serves several purposes:

- It assists in helping to establish goals and expectations with operations to match the desire to obtain the highest cost recovery possible.
- It provides a foundation for understanding what will be necessary to meet budget expectations and guides how marketing plans and strategies are developed and implemented.
- It offers a guide for future project decisions by providing a framework for understanding the impact of decisions about fees, operation systems, staffing levels, etc.
- It demonstrates potential overall impacts to the District's budget.

Overall Budget

It is a goal to minimize the amount of tax subsidy necessary to operate the Senior and Community Recreation Center. Normally, it is extremely difficult for public recreation facilities to be run without subsidy and solely from the collection of fees and charges and alternative funding such as grants, philanthropic gifts, or volunteers. With this mind, the operational budget planning for this facility uses a conservative approach to estimating reasonable expenses and a moderate approach to projecting revenues. Since recovering all of the operating expenses through revenues generated by the facility is not the norm and the envisioned outcome, revenues should be viewed as "goals" as much as they are considered "projections."

While this initial budget provides a baseline during the initial operation, it is possible that revenues and expenses could change as this facility experiences several years of operations.

- Leading up to and during the first year of operation, marketing and promotion efforts and costs will be elevated to attract an expanded population.
- Particularly in year one and two, the attraction of the facility will be higher than in subsequent years, without a continual marketing effort.

There is no guarantee that the estimates and projections will be met, and there are many variables that cannot accurately be determined during this conceptual planning stage or may be subject to change during the actual design and implementation process.

The budget estimates should be revisited in more depth after the first year of operation of the facility by building a ground-up costs and revenue projection using local experience.

Assumptions

- Capital Replacement Fund – approximately 10 percent of expense budget to purchase capital replacement
- Budget is calculated in 2018 figures
- Maintenance staff is on duty at all times
- Current PVRPD staff assume responsibilities for the management of the new facility

Plan 3

Staffing plan and O & M budget developed assuming the following:

- Community Recreation Center open year round
 - Hours of operations
 - Recreation Center
 - ◆ 8:00 a.m. – 9:00 p.m. Monday – Friday
 - ◆ 8:00 a.m. – 6:00 p.m. Saturday

Opportunities for Revenue Generation:

- Membership sales and daily admission sales for informal recreation (access to Fitness and Wellness programs, group exercise classes, drop in gymnasium access, etc.)
- Structured recreation programs registration fees and daily access fees
 - Group exercise
 - Basketball leagues
 - Volleyball leagues
 - Pickleball
 - Health and Wellness programs
 - Lifelong learning classes
 - Special interest programs
 - Preschool/afterschool programs
- Facility Rentals
 - Special event/Auditorium
 - Gymnasium
 - Multi-purpose/classroom activity spaces

Plan 2

Staffing plan and O & M budget developed assuming the following:

- Community Recreation Center open year round
 - Hours of operations
 - Recreation Center
 - ◆ 8:00 a.m. – 9:00 p.m. Monday – Friday
 - ◆ 8:00 a.m. – 6:00 p.m. Saturday

Opportunities for Revenue Generation:

- Membership sales and daily admission sales for informal recreation (access to Fitness and Wellness programs, group exercise classes, drop in gymnasium access, etc.)
- Structured recreation programs registration fees and daily access fees
 - Group exercise
 - Basketball leagues
 - Volleyball leagues
 - Pickleball
 - Health and Wellness programs
 - Lifelong learning classes
 - Special interest programs
- Facility Rentals
 - Multi-purpose/classroom activity spaces
 - Gymnasium

Plan 1**Staffing plan and O & M budget developed assuming the following:**

- Community Recreation Center open year round
 - Hours of operations
 - Recreation Center
 - ◆ 8:00 a.m. – 9:00 p.m. Monday – Friday
 - ◆ 8:00 a.m. – 6:00 p.m. Saturday

Opportunities for Revenue Generation:

- Structured recreation programs registration fees and daily access fees
 - Group exercise
 - Health and Wellness programs
 - Lifelong learning classes
 - Special interest programs

The estimated utility costs for the volume of space within the facility accounts for a high percentage of the services budget and needs to be verified by the design team. Other typical services include:

- Contracted instructional services
- Marketing and advertising
- Printing and publishing
- Travel and training
- Subscriptions and memberships
- Telephone
- Bank charges and administrative fees
- Miscellaneous service charges (permits, licenses, taxes, fees)
- Building and equipment maintenance (contractual or rental services)
- Other contracted services (custodial services, security and fire systems, elevator, garbage pick-up, etc.)
- Utilities
- Property and liability insurance
- Building maintenance and repair

Expenditure estimates are based on the type and size of the activity and support spaces in the facility and the anticipated hours of operation. When possible and wherever available, calculations are based on actual best practice or methodology. All other expenses are estimated based on the consultant team's research and reported experience at similar facilities.

The consultants have the following recommendations:

- Capital Replacement Fund should be considered to be added to the budget at approximately ten percent of expense budget to purchase capital replacement items for the facility when necessary.
- Equipment Replacement Fund should be considered to be added to the budget at approximately one percent of expense budget to purchase replacement or new fitness equipment for the facility when necessary.
- All computers, registrations system, software, etc. will be included in the Furniture, Fixtures, and Equipment (FFE) list and funded through the capital budget and are not included in the operational and maintenance budget.

Revenues

Revenues are forecast based on anticipated drop-in fees, punch card and pass sales, and rentals around anticipated scheduled programming. The preliminary budget projections include structured/pre-registered program revenue at 39 – 100 percent cost recovery for direct costs (see detailed information below). Revenue projections take into account program and facility components, multiple admission and age discounts, and political and economic realities.

Revenue forecasts are based on the space components included in the facility, the demographics of the local service area, and the current status of alternative providers in the service area. Actual figures will vary based on the final design of the facility and the activity spaces included, the market at the time of opening, the designated facility operating philosophy, the aggressiveness of fees and use policies adopted, and the type of marketing effort undertaken to attract potential users to the facility. The revenue forecast will require a developed marketing approach by staff in order to meet revenue goals.

- Pass holders can participate in self-directed activities, including group fitness, and may pay additionally for other activities.
- There will be no contracts, initiation fees, or registration fees associated with the daily passes.
- Automatic debits from checking accounts, savings accounts or credit cards may be an option and not mandatory for passes.
- All program revenues are calculated at 39 – 100 percent recovery of direct costs at approximately 60 percent capacity of prime-time programmable space. This figure might fluctuate, but will have minimal impact on the net cost recovery of the facility, because the cost is equal to revenues due to the 100 percent cost recovery of direct costs. The direct costs include all the specific, identifiable expenses (fixed and variable) associated with operating a facility, or providing a service or program. These expenses would not exist without the program or service and often increase exponentially. Direct costs include the following:
 - Contractual services for instructors, leaders, aides, officials, coaches, etc.
 - Hourly wages for programmers and supervisors per each program area
 - Consumable equipment and supplies like balls, paper, crafts, and art supplies provided by instructor or agency
 - Uniforms, T- shirts, etc. for participants

- Non-consumable equipment purchased only for the program that require periodic, continual replacement or are necessary for the start of the program
- Entry fees, tickets, admissions for participants and leaders/instructors
- Rental or professional fees for facilities, spaces, custodians, charge backs, etc.
- Equipment rental or repair for programs or facilities
- Advertisement associated with a specific program
- Any other costs associated or attributed specifically with the program or service

A complete summary of the Projected Budgets and a Pro Forma Budget were provided as a Staff Resource document.

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VII. Potential Funding Mechanisms & Examples

In order to continue to build and maintain the parks and recreation system, funding should be pursued for operations and capital improvement projects, such as those presented in this section.

There are four categories of funding mechanisms summarized below. This brief description is followed by a detailed explanation of each funding type.

1 – Private Sector Fundraising

With shortfalls in operating budgets and capital funding needs, recreation agencies are becoming more proactive and creative in securing funding. Strategies include alternative fund development programs focusing on securing private funding through various venues. Monies are available in millions of dollars from philanthropic foundations and private individual gifts. While there is a large amount of funds available, it is important to note that most grants and gifts require that the recipient be a 501 (c)(3) Public Benefit (nonprofit) organization.

The Pleasant Valley Recreation and Parks Foundation was established in 2014 and is relatively new as a partner, providing financial and volunteer support to the District. The Foundation is committed to conserving and improving the quality of life for current and future generations to enjoy. The Foundation's activities include helping fund facility improvements, promoting cultural and recreational opportunities, and providing a tax-advantaged opportunity for donations.

Funding from the private sector is available in many forms, some of which have the potential to provide a significant and on-going revenue source.

Individual components could include:

- Legacy Endowments
- Park & Recreation Discretionary Endowment
- Corporate Gifts and Sponsorships naming rights in accordance to the City's naming policy
- Corporate Program Sponsorships
- Private Foundation Grants
- Individual Gifts and Sponsorships

2 – State and Federal Government Grants

Both the state and federal governments have historically provided substantial grant resources to municipal governments for park and recreation improvements. While the availability and requirements of state and federal grants change over time, the District should seek and respond to these opportunities when they arise. State and federal grants typically require a significant local matching share. In an even more competitive market for the few grants that are available, a strong grant-writing and grants management program is critical to identifying, making application, and securing grant funding.

Federal grant sources have been used successfully in some communities to support park and recreation land acquisition and improvements. Historically, these sources have included the Land and Water Conservation Fund (LWCF), Community Development Block Grants (CDBG), and components of various transportation funding acts (ISETEA, TEA-21 and SAFETEA). While these programs still exist and should be explored, current levels of support for these programs are under budgetary pressure, and competition among applicants is strong.

3 – Development Related Financing

In response to the fiscal changes that began with Proposition 13 California cities have generally turned to various forms of development-related financing to provide the public improvements – such as streets, sewers, water systems, and parks – that were required to serve new development. The two most common techniques used by cities to provide park improvements are Quimby Act or in-lieu fees and Development Impact Fees. These techniques require a clear relationship, or nexus, between the new development and necessary public services.

Quimby Act Dedication and Fees

Section 66477 of the Government Code (known as the Quimby Act) grants cities and counties authority to require the dedication of parkland (or the payment of a fee in-lieu thereof) by a new residential subdivision. The Quimby Act allows a city or county to require such a dedication at the parkland standard that was in effect at the time of adoption of the implementing ordinance to a maximum of 5.0 acres per 1,000 resident populations.

Land dedicated and fees collected may only be used for developing new facilities or rehabilitating existing park or recreational facilities serving the new development. The City of Camarillo's requirement of 3 acres of developed public park per 1,000 residents falls within the parameters set forth by the Quimby Act. California's limit on property tax continues to have a significant impact on District funding. No single financing source is likely to provide all of the resources needed for parks and recreation maintenance and projects. Financing will require a blend of sources and techniques.

4 – Voter Approved Taxes and Assessments

Listed below are the four funding mechanisms that could be used to help finance facility improvements. Each of these requires some form of voter or landowner approval. These four mechanisms (Special Benefit Assessments, Landscaping and Lighting District, General Obligation Bond and Special Tax) are presented as alternative methods of providing a citywide financing base.

Special Benefit Assessment

Special Benefit assessments can be levied on real property by municipalities, counties, and special districts to acquire, construct, operate, and maintain public improvements that convey an identifiable special benefit to the defined properties. Prior to issuing bonds, the District would conduct a set of proceedings to establish the scope and cost of the improvements to be financed, identify the land parcels that are benefited, determine a fair and equitable allocation of the costs to the benefited parcels, and conduct a landowner approval process. Proposition 218 establishes a strict requirement for formal landowner approval before such assessments can be put in place. Each landowner would vote in proportion to the amount of any assessment that would be levied on his or her property.

The assessment must be approved by a simple majority of the weighted ballots cast. Under Proposition 218, public properties are treated the same as private properties in a benefit assessment. The established area of benefit is often termed an “assessment district.” An assessment district is not a separate legal entity and has no separate governing board or authority to act independently of the local agency that established it.

Landscaping and Lighting Maintenance Assessment Districts (LLMAD)

An LLMAD is one type of special benefit assessment. The Landscaping and Lighting Act of 1972 (and amended in 1984) provides for local governments (cities, counties and certain special districts) to raise funds for developing, maintaining, and servicing public landscaping and lighting. Public landscaping and lighting can include parks and open space acquisition and improvement, landscaping, street lighting, sidewalks, curbs, and gutters.

The revenue to pay for these facilities comes from special assessments levied against the benefited properties. The establishment of the assessment is subject to the requirements of Proposition 218, and the assessment is collected as a separate item on the annual property tax bill. The formation of one or more LLMADs has been undertaken by many California cities, as an effective way to operate and maintain parks, recreation, and open space areas.

Special Taxes on Property

Mello Roos Special Tax

The Mello-Roos Community Facilities Act permits various local governments to establish a Community Facilities District (CFD) to finance new facilities and/or to pay for operations and maintenance through the levying of a special tax. The Act (as well as Proposition 218 discussed earlier) requires a two-thirds vote for approving the special tax. The City has applied CFDs to fund a variety of new infrastructure projects in support of new development.

Mello-Roos Special Tax Example:

Cordova Recreation and Park District passed Measure J in 2016. The purpose was “to provide clean and safe neighborhood parks; reduce homelessness and drug use in parks; improve park security patrols and safety lighting; ensure accessibility for persons with disabilities; maintain senior programs, including Meals on Wheels; and keep playground equipment and park bathrooms clean and safe for children-families-residents; shall the Cordova Recreation and Park District establish a special tax, with senior discounts, annual audits, and all funds required to be spent locally?” (Measure J, 11/8/2016).

The tax is \$48.64 annually for single-family residences; \$28.70 per parcel for condominiums; between \$30.16 and \$385.28 for multi-family residences, plus \$4.86 for each unit over 20 units; \$13.13 per parcel for mobile homes; \$24.32 per 1/4 acre of commercial property; \$69.07 per 1/4 acre of office property; \$1.03 per 1/4 acre of parking lots or storage facilities; and \$12.16 per parcel of undeveloped property.

EXEMPTIONS: Parcels that are generally tax-exempt may receive an exemption.

LEVY TYPE: Mello-Roos Special Tax

EFFECTIVE DATE: 7/1/017

SUNSET DATE: 6/30/2046

Parcel Tax

Cities, as well as counties, school districts, and other districts, can adopt a “special tax” with the approval at an election of at least 2/3 of those voting on the measure. The parcel tax is a special tax that traces its origin to Proposition 13, which, as discussed earlier, primarily limited taxes on property values. The parcel tax is a tax on real estate parcels and not their value and is authorized under the Proposition 13 provision that allows special taxes to be adopted by the two-thirds majority.

Bond Fund Initiatives Examples:

- A. A Pleasant Hill Recreation and Park District bond proposition, Measure E ballot question was on the [August 25, 2009 ballot](#) for voters in the Pleasant Hill Recreation and Park District in [Contra Costa County](#), where it was approved. Measure E authorized the Pleasant Hill Recreation and Park District to borrow \$28 million. A [two-thirds \(66.67 percent\) supermajority vote](#) was required for approval.
- B. A bond issue measure was on the ballot for Hayward Area Recreation and Park District voters in [Alameda County, California](#), on [November 8, 2016](#). It was approved. A vote was in favor of issuing \$250,000,000 in bonds for local park maintenance. A [two-thirds \(66.67 percent\) supermajority vote](#) was required for the approval of this measure.
- C. A bond issue measure was on the ballot for Coalinga-Huron Recreation and Park District voters in [Fresno County, California](#), on [November 8, 2016](#). It was approved. A yes vote raised \$14,900,000 in bonds for park facility construction and maintenance.

5 - Partnership Development Models

These recommendations are an overview of potential partnership opportunities available to the Pleasant Valley Recreation and Park District, as well as a suggested approach to organizing partnership pursuits. This is not an exhaustive list of potential partnerships that can be developed, but can be used as a reference for District to identify priorities with the city on the project. The following four classifications of partners are recommended with a few examples from surrounding agencies.

1. Operational Partners. Partners who help maintain facilities and assets, promote amenities and site usage, support site needs, provide programs and events, and/or maintain the integrity of the facility through labor, equipment, or materials. This could include City, school partners, contracted partners, or services providers.

Examples of Partnerships and Collaboration within Southern California

- I. **Agreement between the City of Simi Valley and Rancho Simi Recreation and Park District** – In 1992, the City of Simi Valley and Rancho Simi Recreation and Park District entered into an agreement in which the City provided the facilities and the District provided recreation classes to the senior citizens at the City’s Senior Citizens Center and shall continue until terminated. Some key points responsibilities of the City of Simi Valley are 1) Repair and Maintenance to include maintenance and repair of plumbing, heating, electrical, air conditioning, and fixtures; 2) Furnish the following services and utilities: hot and cold water, electricity, and janitorial services. The District is responsible for providing recreational classes to senior citizens during the following hours: Monday through Friday between 8:00 am and 5:00 pm. They are also responsible to keep areas used in a clean and neat condition as well as provide insurance per the City’s guidelines (Sample Agreements located in the appendix).

- II. **Agreement between the City of Thousand Oaks and Conejo Recreation and Park District** – The City and Conejo Recreation and Park District collaborated on Goebel Adult Community Center (GACC) and the Alex Fiore Thousand Oaks Teen Center. In 1988, the City leased property from the Conejo Recreation and Park District (District) to construct the Goebel Adult Community Center (Adult Center) and the Alex Fiore Thousand Oaks Teen Center (Teen Center). The Land Lease Agreement was a 50-year term.
- III. In addition, the City and District Entered into an Operating Agreement for the administration of the Adult Center. According to the agreement, the City maintains the building and improvements and pays for most utilities. The District provides programming and funds personnel and furnishings. The original Operating Agreement had a 30-year term however; in July of 2018 that has been extended another 50 years (Sample Agreements located in the appendix).

The actual operations, agreements, and understandings evolved over the past 30 years; however, in general, the terms remain:

CRPD acquires land for park purposes.
 City and CRPD both want to see a Teen Center and Senior Center constructed.
 CRPD provides land.
 City pays for and manages construction of buildings.

Senior Center:

CRPD pays for staffing costs inside building (staffing, programming).
 City pays for utilities and ongoing maintenance and capital improvements.
 A 501(c)(3) nonprofit organization raises money to fund furniture and amenities inside building (i.e. pool tables, gaming tables, computer labs, bingo boards and equipment, chairs and sofas, etc.).

Teen Center:

City pays for utilities, ongoing maintenance, and capital improvements.
 City pays for core programming (approx. \$300,000/year).
 CRPD pays for some of additional programming (approx. \$200,000/year).

- 2. Vendor Partners: Service providers and/or contractors who can gain brand association and notoriety as a preferred vendor or supporter in exchange for reduced rates, services, or some other agreed upon benefit.
- 3. Service Partners: Nonprofit organizations and/or friends groups that support efforts to provide programs and events, advocacy and education, and/or collaboratively service specific constituents in the community. This could include the senior assisted living groups, the library, a hospital, or sports club.
- 4. Fund Development Partners: Private nonprofit organizations with the primary purpose to leverage private sector resources, grants, land, and/or other public funding opportunities with the primary purpose to leverage private sector resources, grants, land, and/or other public funding opportunities, and resources from the individuals and groups within the community to support site goals and objectives for mutually agreed strategic initiatives.

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VIII. Recommendations

An analysis of input received in focus groups, stakeholder meetings, staff interviews, community needs assessment survey, facility and site tours, and market analysis, as well as demographic and trends research confirm that PVRPD residents desire improved and expanded facilities. The GreenPlay Team, including Mogavero Architects, recommends considering building Plan 3 a new Senior and Community Recreation Center at the current site of the main PVRPD facilities. This location provides for an exceptional recreation experience all in one place and takes advantage of land currently owned by the PVRPD, allowing for maximum operational efficiency and use of an existing, successful location.

KEY RECOMMENDATIONS AND COMPONENTS

- Update the Community Center to include adding additional space for a gymnasium, fitness and group fitness space, game/card room, activity space, multi-purpose space, and improvements to existing buildings on site, to maximize the use of the space for people of all ages.
- Update Community Center site through the development of walking path around the complex, bocce and/or lawn bowling space, as well as an outdoor patio or passive use spaces surrounding the facility.
- Expand the amount of flex space in at the Community Center that can serve people of all ages and programs to include programming in the arts, seniors, fitness and wellness, sports, technology, and meeting space areas.
- Expand programming for senior, youth, and young adults, through broadening the types of programs to become more multi-generational.
- Continue to invite partners to help deliver services within the District.
- Fund the redevelopment of the Community Center and Park in phases over five years.
- Look to widen funding options to support recreation and parks services within the District and City.

The consultant team recommends conducting a Schematic Design Study for a new Senior and Community Recreation Center. The project team is recommending the following “Next Steps” as a guide to continue the development of this project and flush out details to determine which plan will move forward and best fits the community.

Pleasant Valley Parks and Recreation District Next Steps through Schematic Design Package

- 1. Administrative Groundwork**
 - a. Map out decision making method.
 - b. Map out the required administrative process
 - i. Community to assign a project champion
 - ii. Clarify City permitting process: EIR? Planning entitlements, permitting process
 - iii. Establish target schedule with District and City input through construction
- 2. Design Program Development**
 - a. Community Workshop
 - i. Verify the program
 - ii. Review program details
 - iii. Set priorities, adjacencies, target space sizes
 - b. Deliverable – program document with room data sheets
- 3. Site Analysis**
 - a. Topo easements, utilities survey
 - b. Marketing, Visibility, Connection/Accessible to Community, Overall Level of Service Location, etc.
- 4. Building Concept**
 - a. Three Building sketch concept options; possible options include:
 - i. 1 story vs. 2 story
 - ii. Keeping some of the existing buildings
 - iii. Phasing concepts
 - b. Conduct Community Workshop for comments on the sketches and determine preferences
 - i. Public review and comment
 - ii. Executive review and comment
 - c. Develop one sketch to a unified concept
 - i. Concept building floor plans, elevations, and perspective renderings
 - ii. Presentation of the drawings to public & preparation
 - iii. Workshop & preparation
 - iv. City Council
 - v. Comments to refine the concept
- 5. Develop Schematic Design for refined cost estimate and funding promotion**
 - a. Architectural Design
 - i. Site Plan
 - ii. Building Plans
 - iii. Sections
 - iv. Elevations
 - v. Perspective Renderings
 - b. Civil grading and utility information
 - c. Structural systems selection

- d. Mechanical and electrical systems selection
- e. Conceptual interiors plan
 - i. Conceptual equipment schedule
 - ii. Conceptual furniture schedule
- f. Outline specifications
- g. Landscape concepts
- h. Phasing plan
- i. Refine operations cost analysis with projected revenue for final design
- j. Revised schedule
- k. Cost estimate update
- l. Council and Community Workshops

6. Funding Process

7. Assemble the Design Team and Select Contractor

- a. Determine delivery method
 - i. Design-Build
 - ii. Design-Assist
 - iii. Design-Bid-Build

8. Completion of Building and Site Design

- a. Potential Community/District/Council Workshop for final input
- b. Design Development
 - i. Cost Estimate Update
- c. Construction Documents
 - i. Cost Estimate Update
- d. Submit to the Building and Public Works Departments
 - i. Plan Check process
 - ii. Building Permit

9. Contractor Bidding and Construction Contract Award

10. Construction and Phasing

11. Grand Opening!

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Appendix A: PVRPD Demographics

Gaining a clear understanding of the existing and projected demographic character of the District is an important component of the planning process for the Senior and Community Recreation Facility Needs Assessment Study. By analyzing population data, trends emerge that can inform decision making and resource allocation strategies for the provision of public parks, recreation amenities, and open spaces.

Key areas were analyzed to identify current demographic statistics and trends that can impact the planning and provision of public parks and recreation services in the Pleasant Valley Recreation and Park District. Community characteristics analyzed and discussed consist of:

- Existing and projected total population
- Age and gender distribution
- Ethnic/Racial diversity
- Housing and household information
- Educational attainment
- Employment
- State and Local Health Ranking

This demographic profile for the park district was completed using the most current data available (as of November 2017) from Esri Business Analyst, the U.S. Census Bureau data, and U.S. Census Bureau's American Community Survey.

Key general 2017 demographic comparisons – Park District, State, and National

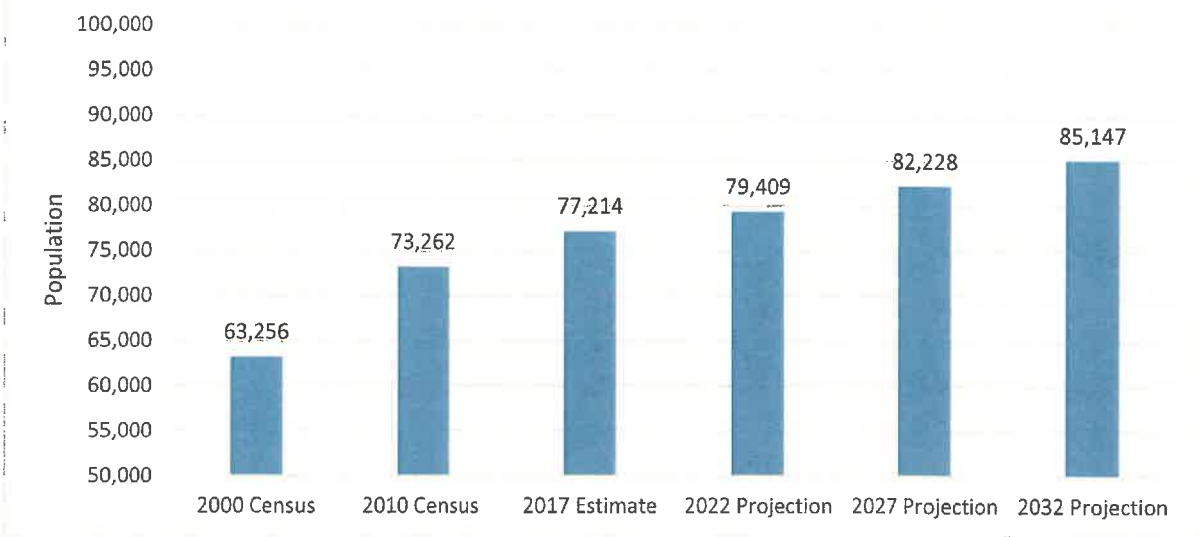
- The estimated median age of Pleasant Valley Recreation and Park District residents was 42.3 years, higher than both the median age for California (36) and the United States (38.2).
- The median household income for Pleasant Valley Recreation and Park District in 2017 was estimated to be \$90,190. This is higher than the median household income of \$65,223 in California and higher than the national median household income of \$56,124.
- Pleasant Valley Recreation and Park District's estimated population was almost evenly split between male (48.40%) and female (51.59%) residents. The populations of California and the United States, are also roughly evenly divided between the sexes.

Pleasant Valley Recreation and Park District Population and Demographic Trends

Population Projections

Although future population growth cannot be predicted with certainty, it is helpful to make growth projections for planning purposes. **Figure 31** contains actual population figures based on the 2000 and 2010 U.S. Census for the Pleasant Valley Recreation and Park District, as well as the 2017 estimated population and 2022 projected population. Based on current Esri estimates and projections, an annual growth rate of 0.71 percent from 2017 to 2022 is projected. This growth rate was used to estimate the population until 2032. At this growth rate, PVRPD should expect an increase of over 10,000 people from 2010 to 2032.

Figure 31: Pleasant Valley Recreation and Park District, California, Population Growth Trend



Source: U.S. Census Bureau, and Esri Business Analyst

Population Age Distribution

The existing and projected population of different age groups, or cohorts, within PVRPD is illustrated in the following series of figures. **Figure 32** illustrates the 2017 population by age cohort, and **Figure 33** provides this breakdown for the 2010 population, 2017 estimated population, and 2022 projected population.

Several key age characteristics of the existing and projected Park District population include:

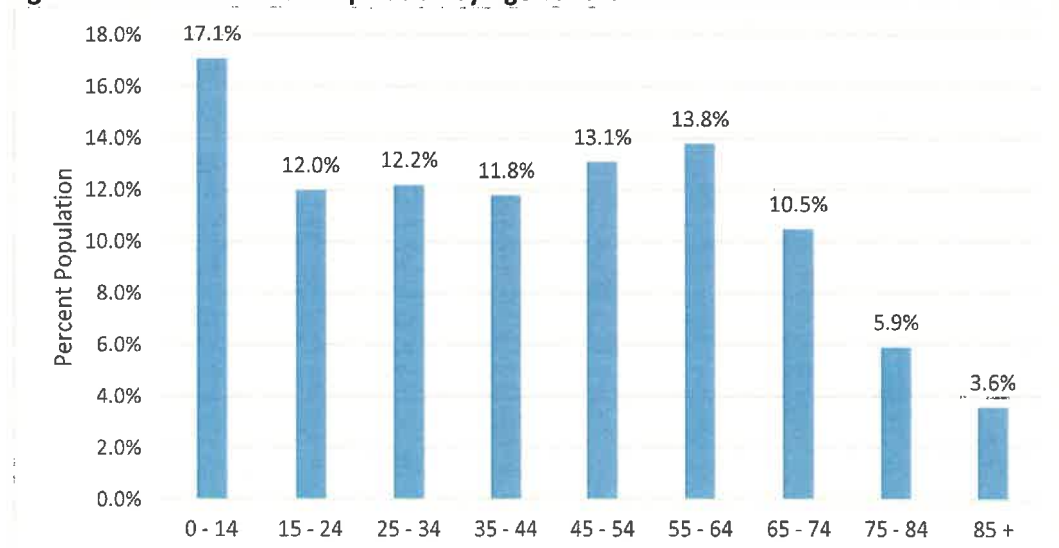
- The median age of residents is increasing. The U.S. Census Bureau reported the median age of PVRPD residents to be 40.9 years in 2010. Esri estimates the median age of the 2017 population to be 42.3 years, and projects the median age to increase to 43.1 years by 2022.
- As illustrated in **Figure 32**, the population of age cohorts 0 to 14, 15 to 24, and 45 to 54 are projected to decrease. Over the same time period, the population of age cohorts 25 to 34, 55 to 64, and 65 to 74, and were all expected to increase.
- The age group expected to see the most significant difference is 65 to 74, a 3.7 percent increase.

Figure 32: Population Age Distribution: 2010 to 2022



Source: U.S. Census Bureau and Esri Business Analyst

Figure 33: 2017 Estimated Population by Age Cohort



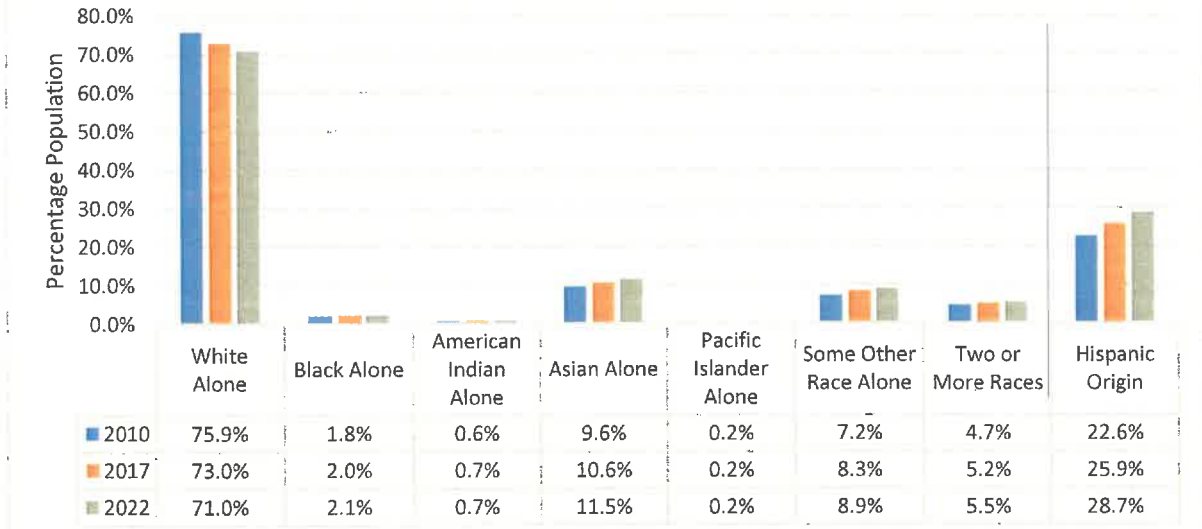
Source: Esri Business Analyst

Race/Ethnicity

Prior to reviewing demographic data pertaining to a population’s racial and ethnic character, it is important to note how the U.S. Census classifies and counts individuals who identify as Hispanic. The Census notes that Hispanic origin can be viewed as the heritage, nationality, lineage, or country of birth of the person or the person’s parents or ancestors before arrival in the United States. In the U.S. Census, people who identify as Hispanic, Latino, or Spanish may be any race and are included in all of the race categories. All race categories add up to 100 percent of the population, the indication of Hispanic origin is a different view of the population and is not considered a race.

Figure 34 reflects the approximate racial/ethnic population distribution for PVRPD based on the 2010 U.S. Census, and the Esri 2017 estimates and 2022 projections. It was estimated that in 2017, 25.9 percent of the population identified as Hispanic; that number is expected to increase almost three percent in 2022. This number is significantly less than California’s population, of which 39.5 percent of the population identify as Hispanic, as seen in **Figure 35**.

Figure 34: Pleasant Valley Recreation and Park District Racial and Ethnic Character 2010 through 2022

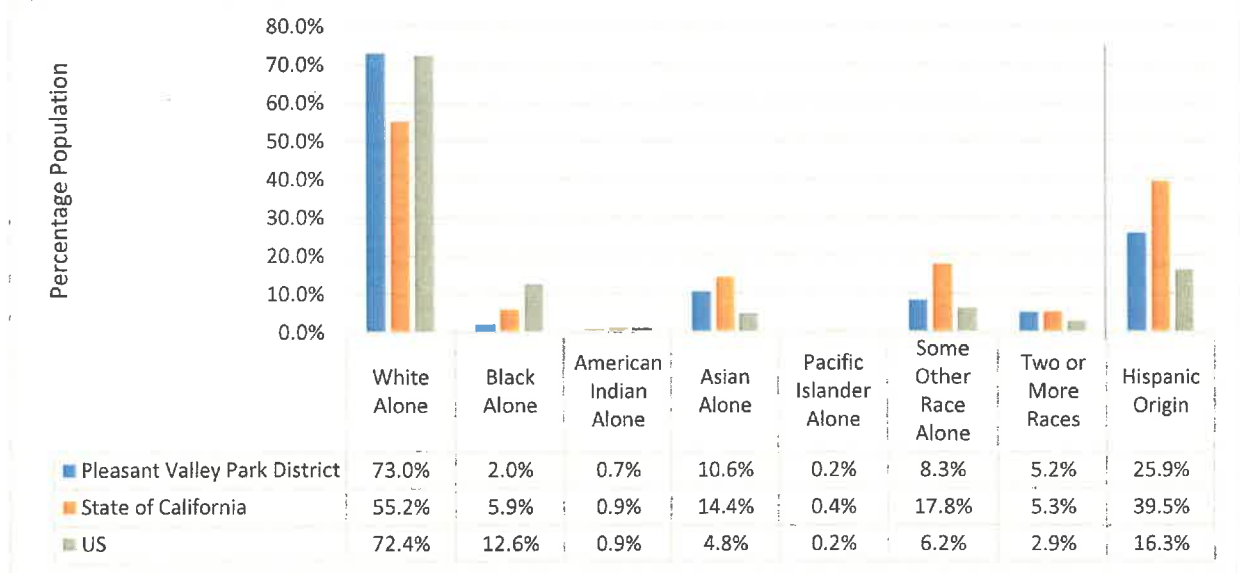


Source: U.S. Census Bureau and Esri Business Analyst

Overall the racial and ethnic composition of PVRPD has become more diverse since 2010, and is anticipated to continue this trend. The majority of the District’s population identified as Caucasians, and largest minority group were Asians. In 2022, Asians are expected to make up over 11 percent of the District’s population.

As illustrated in **Figure 35**, the 2017 racial and ethnic composition of the population of PVRPD was much different than the State of California. In 2017, California was 55.2 percent Caucasian, compared to 73 percent in the District. Almost 18 percent of the state’s population identified as some other race. The Asian population was also higher in the state, making up 14.4 percent of the population compared to 11 percent in the District.

Figure 35: Racial/Ethnic Character Comparison 2017 – Park District, State, and US

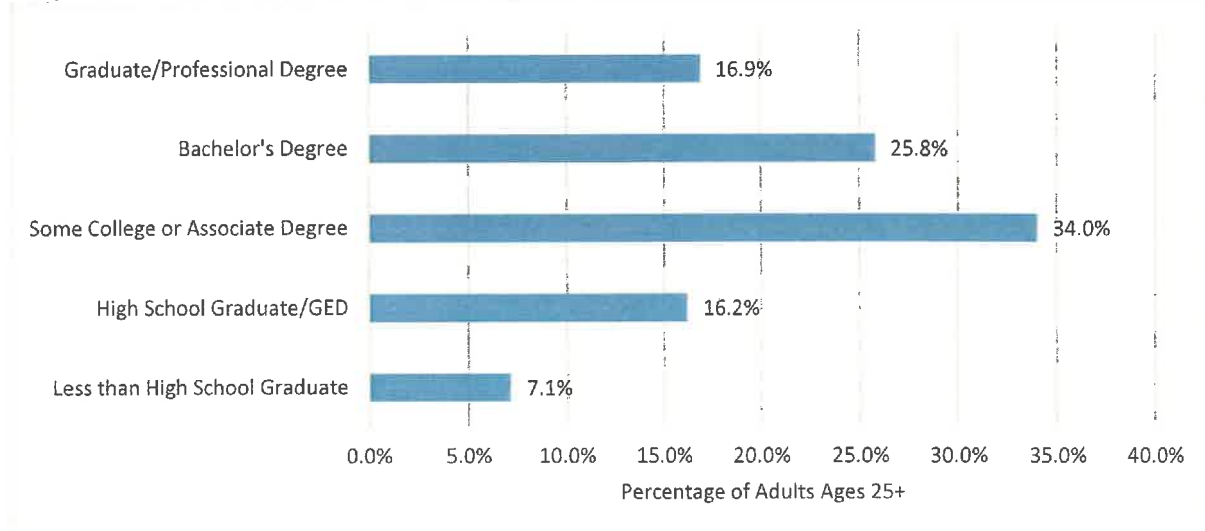


Source: Esri Business Analyst

Educational Attainment

The educational attainment for PVRPD residents over the age of 25 was measured. As illustrated in **Figure 36**, roughly 93 percent of District residents had attained a high school level education or higher. In 2017, close to 17 percent obtained a graduate or professional level degree. The most common educational attainment was some college or an Associate’s degree.

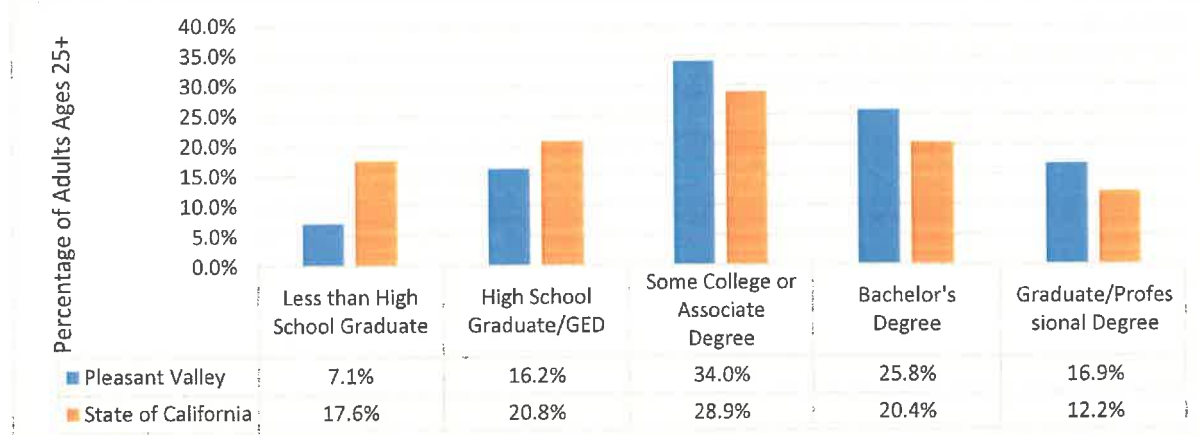
Figure 36: 2017 Educational Attainment of Pleasant Valley Recreation and Park District Adults (ages 25+)



Source: Esri Business Analyst

When compared to their peers at the statewide level, the District’s population had a higher percentage of the population of adults that obtained a Bachelor’s degree and a graduate/professional degree. Furthermore, as illustrated in **Figure 37**, the District’s population also had a higher percentage of residents that completed some college or an Associate’s degree.

Figure 37: 2017 Educational Attainment of Adults (ages 25+) – Park District and State

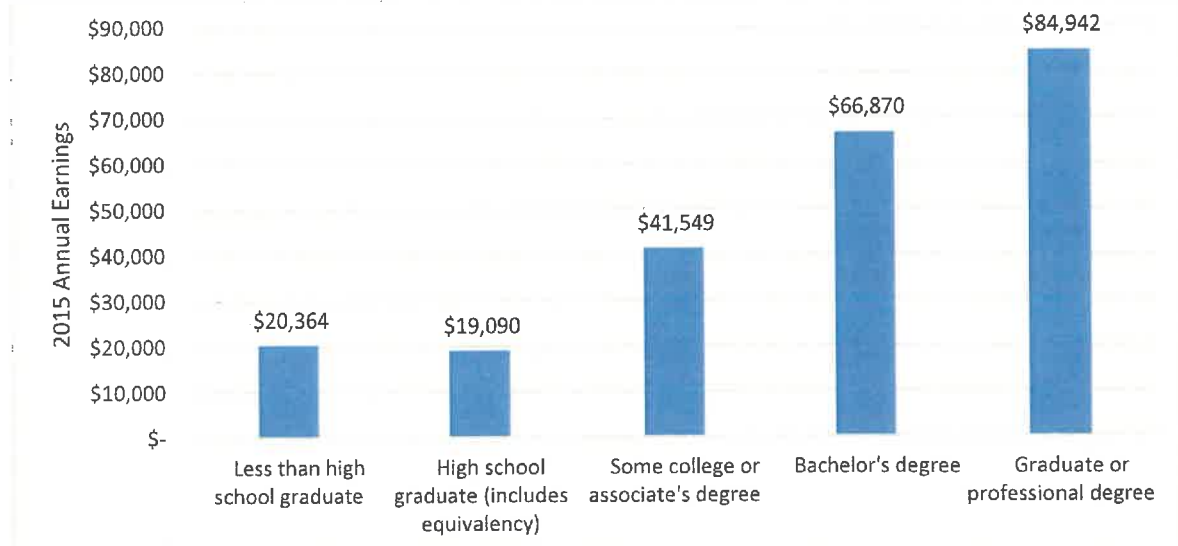


Source: Esri Business Analyst

According to a Census study, education levels had more effect on earnings over a 40-year span in the workforce than any other demographic factor, such as gender, race, and ethnic origin.¹ This link between education and earnings appears clearly illustrated in **Figure 38**. Although data from the District was not accessible through the American Community Survey, data from the City of Camarillo was used in the following study. As **Figure 38** shows, the Census Bureau’s 2015 American Community Survey reported that PVRPD residents (age 25+) with a Bachelor’s degree earned more than double that of high school graduates (71% more). Residents with graduate or professional degrees in PVRPD had median earnings that were about \$84,942 compared to those without a high school degree earning \$20,364.

¹ Tiffany Julian and Robert Kominski, “Education and Synthetic Work-Life Earnings Estimates” American Community Survey Reports, US Census Bureau, <http://www.Census.gov/prod/2011pubs/acs-14.pdf>, September 2011.

Figure 38: Educational Attainment and Median Earnings of Pleasant Valley Recreation and Park District Residents Age 25+ (2016)



Source: U.S. Census Bureau 2016 American Community Survey

Household Information

As reflected in **Table 4**, the total number of housing units and households in PVRPD has been increasing, and is projected to continue to increase slowly through 2022 at an annual rate of 0.60 percent. The majority of homes in the District were owner occupied, and are projected to continue to be owner occupied. The average household size is projected to increase slightly to 2.68. The percentage of owner occupied housing units is estimated to decrease by about two percent between 2010 and 2022. Likewise, renter occupied units and vacant housing units are anticipated to increase between that same time.

Table 4: Pleasant Valley Recreation and Park District Housing Profile 2010 to 2022

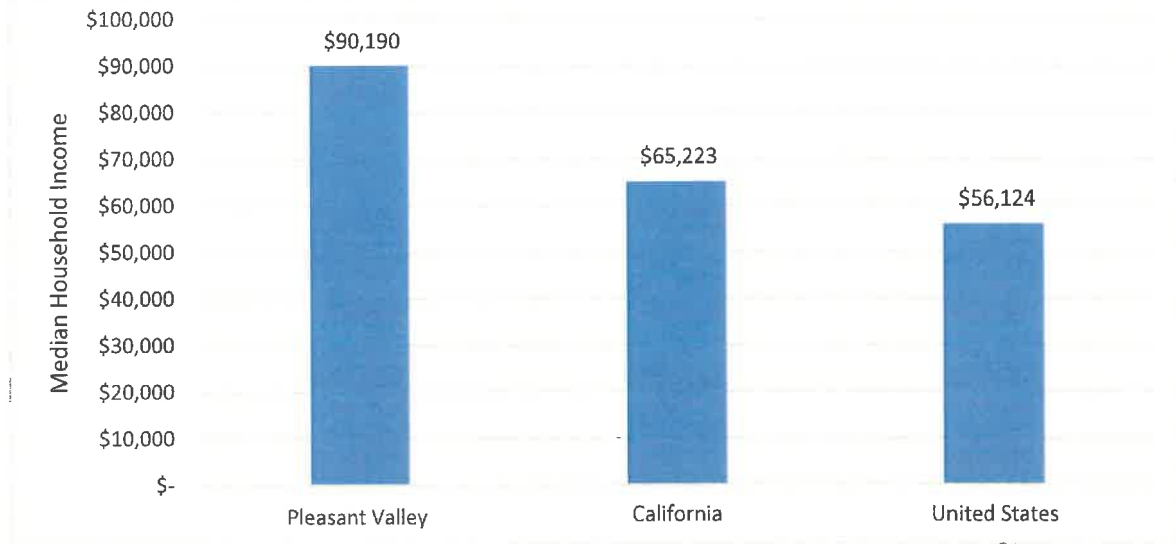
	2010	2017	2022
Total Housing Units	28,869	29,638	30,498
Number of Households	27,305	28,444	29,307
Average Household Size	2.63	2.67	2.68
Owner Occupied Housing Units	66.30%	65.70%	65.80%
Renter Occupied Housing Units	28.90%	30.20%	30.30%
Vacant Housing Units	4.80%	4.00%	3.90%

Source: Esri Business Analyst

Household Income

Data from Esri Business Analyst, illustrated in **Figure 39**, indicates that the 2017 median household income in Pleasant Valley Recreation and Park District was higher than both the median household incomes in California the United States.

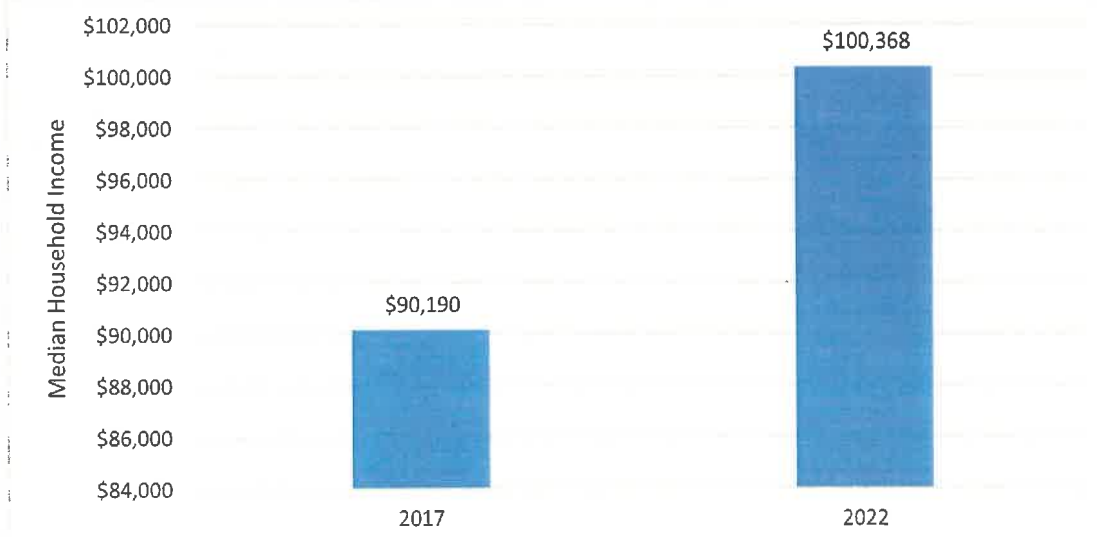
Figure 39: 2017 Median Household Income Comparison



Source: Esri Business Analyst

As **Figure 40** illustrates, the median income of District households has been rising, and is predicted to continue to rise through 2022. In 2017, the median household income in the District was \$90,190. By 2022, the median household income of district households is projected to rise over \$10,000 to \$100,368. **Figure 41** illustrates the distribution of household median income by earnings bracket in PVRPD in 2017. About 21 percent of households made between \$100,000 and \$149,999 in 2017.

Figure 40: Pleasant Valley Recreation and Park District Median Household Income 2017 to 2022



Source: U.S. Census Bureau and Esri Business Analyst

Figure 41: Distribution of Median Household Income in Pleasant Valley Recreation and Park District (2017)

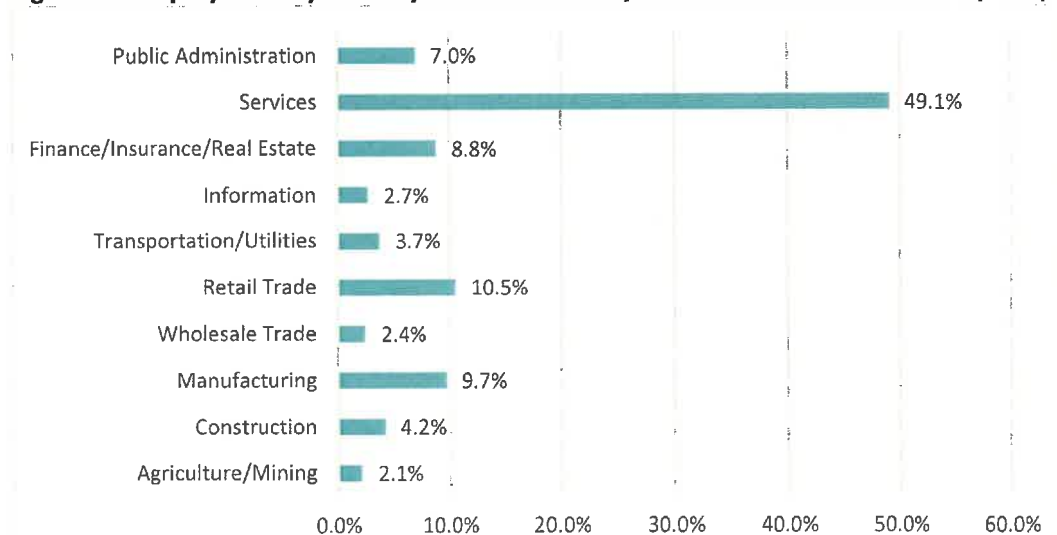


Source: Esri Business Analyst

Employment

According to the U.S. Census Bureau, the majority of working residents (age 16+) in 2017 in PVRPD were employed in jobs in the service industry (49.1%) as illustrated in **Figure 42**. It was estimated that retail trade employed 10.5 percent of residents in the park district. Manufacturing also employed a significant segment of residents at almost 10 percent.

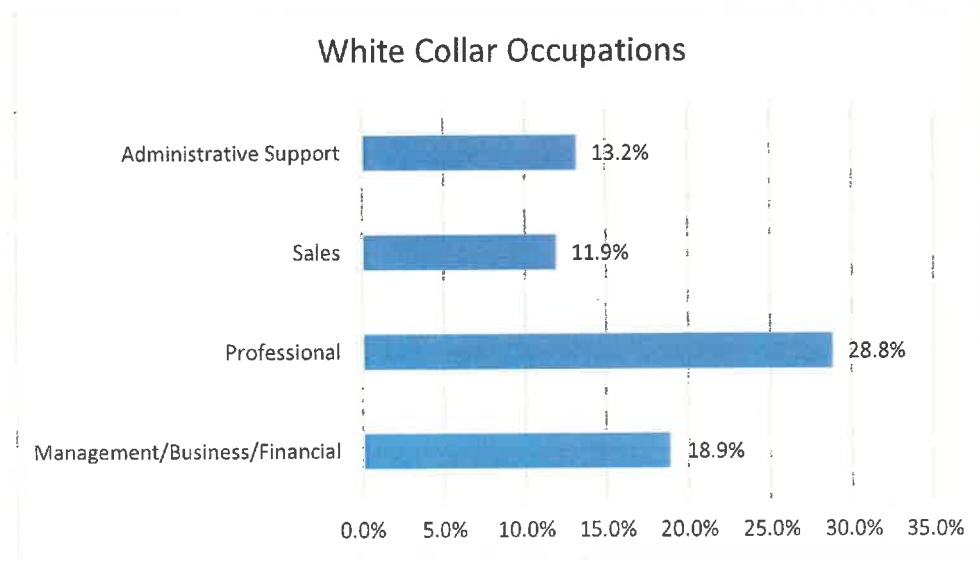
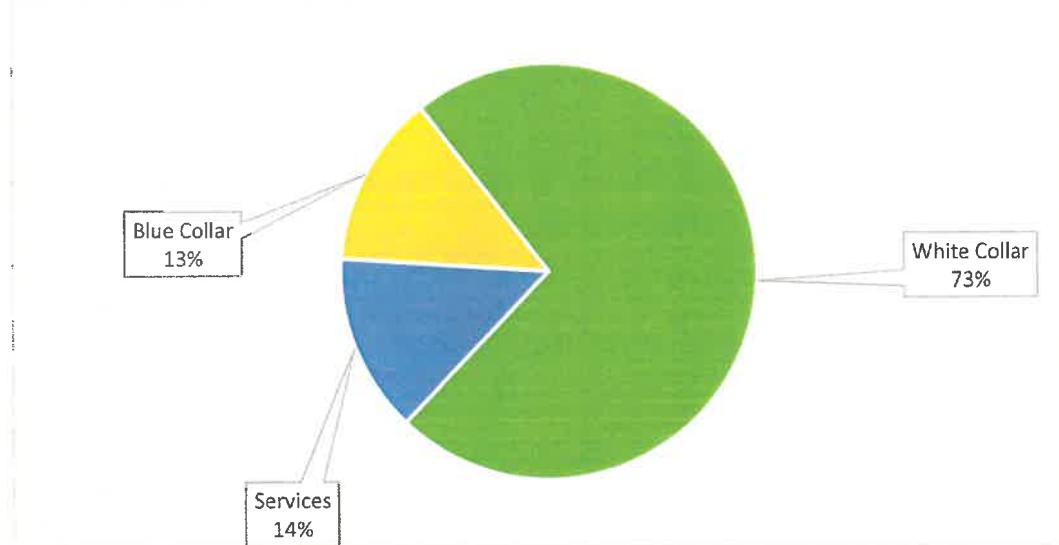
Figure 42: Employment by Industry in Pleasant Valley Recreation and Park District (2017)

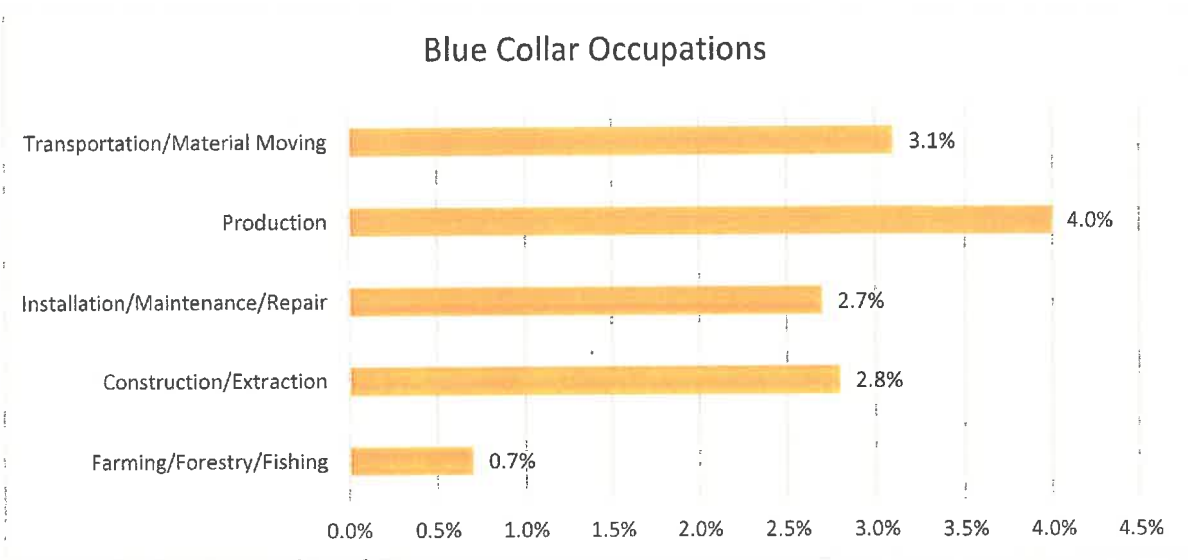


Source: Esri Business Analyst

As illustrated in **Figure 43** below, the majority (73%) of working residents were employed in white collar occupations. Service and blue-collar occupations also employed a significant percentage of the District's working population at 14 and 13 percent, respectively. Within white collar occupations, professional occupations made about 29 percent of occupations in 2017. The most popular blue-collar job was production, which made up 4 percent of occupations.

Figure 43: Employment by Occupation in Pleasant Valley Recreation and Park District (2017)





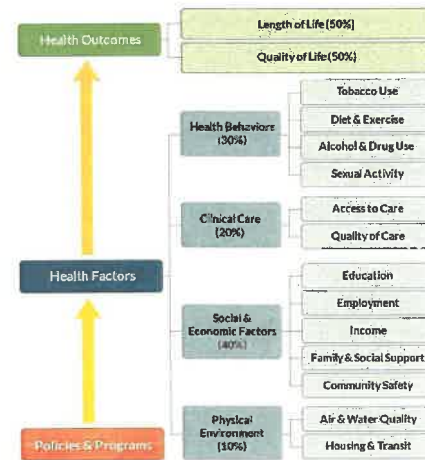
Source: Esri Business Analyst

Health Ranking

Robert Wood Johnson Foundation’s “County Health Rankings and Roadmaps” provide annual insight on the general health of national, state, and county populations. According to the Foundation, its modeling of population health “emphasizes many factors that, if improved can help make communities healthier places to live, learn, work, and play.” The 2016 rankings model shown in **Figure 44** highlights the topic areas reviewed by the Foundation.

The health ranking for Ventura County, which contains the PVRPD, gauged the public health of the population based on “how long people live and how healthy people feel while alive,” coupled with ranking factors including healthy behaviors, clinical care, social and economic, and physical environment factors.² Out of the 57 California counties reviewed, Ventura County was ranked as 10th for overall health outcomes, and 11th for health factors. Several significant social challenges impacting the public health in the County included high numbers of premature death, poor or fair health, and poor mental health days. With regard to health factors, Ventura County had lower levels of adult smoking, adult obesity, and physical inactivity. Ventura County had a higher percentage of adults than the United States that participated in excessive drinking and encountered alcohol-impaired driving deaths. Ventura County ranked very highly in regard to access to exercise opportunities, at a rate of 98 percent.

Figure 44: County Health Ranking Model



Source: Robert Wood Johnson Foundation

² University of Wisconsin Population Health Institute & Robert Wood Johnson Foundation, *County Health Rankings 2017*, <http://www.countyhealthrankings.org>

In 2016, the United Health Foundation's "America's Health Rankings Annual Report" ranked California as the 16th healthiest state nationally. The health rankings consider and weigh social, environmental, factors that tend to directly impact the overall health of state populations. As illustrated in *Figure 45*:

California public health ranking strengths and highlights included:

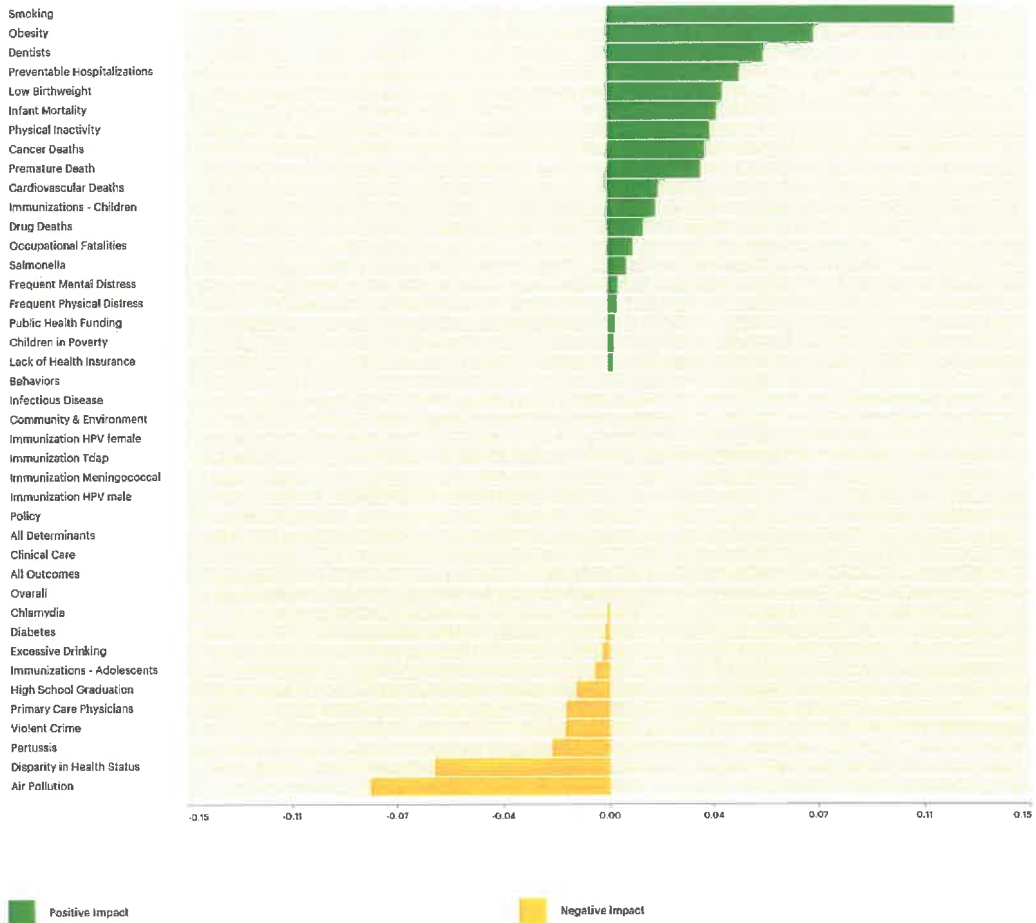
- Low prevalence of smoking
- Low rate of preventable hospitalizations
- Low infant mortality rate

Challenges to California's health include:

- High levels of air pollution
- High incidence of pertussis
- Large disparity in health status by educational attainment

Figure 45: 2016 California Health Ranking Core Findings

Core Measures Impact: California, 2016 Annual Report



SOURCE:

- CDC, National Vital Statistics System, 2012-2014
- CDC, Behavioral Risk Factor Surveillance System, 2015
- US Department of Education, National Center for Education Statistics, 2014-2015
- America's Health Rankings Composite Measure, 2016
- US Environmental Protection Agency, 2015-2016
- CDC, National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention #114, 2014
- CDC, MMWR, Summary of Notifiable Infectious Diseases and Conditions, 2014
- BLS, Census of Fatal Occupational Injuries & Bureau of Economic Analysis, 2012-2014
- Federal Bureau of Investigation, 2015
- US Census Bureau, Current Population Survey, Annual Social and Economic Supplement, 2015
- CDC, National Immunization Survey, 2015
- US Census Bureau, American Community Survey, 2014-2015
- Trust for America's Health, 2014-2015
- Special data request for information on active state licensed physicians provided by Red-Data, Inc.
- CDC, National Vital Statistics System, 2014
- American Dental Association, 2015
- The Dartmouth Atlas of Health Care, 2014
- CDC, National Vital Statistics System, 2012-2014



Source: United Health Foundation's America's Health Rankings Annual Report 2016

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Appendix B: Parks and Recreation Influencing Trends

The provision of public parks and recreation services can be influenced by a wide variety of trends, including the desires of different age groups within the population, community values, and popularity of a variety of recreational activities and amenities. Within this section of the plan, a number of local and national trends are reviewed that should be considered by the park district when determining where to allocate resources toward the provision of parks, recreational facilities, and recreational programming to its residents and visitors.

This report is generally organized into two sections:

3. Review of estimated PVRPD household participation in, and spending on, a variety of recreational, sports, fitness, and leisure activities. Opportunities for participation in many of the activities analyzed are provided through District facilities and programs.
4. Overview of key national recreation trends pertinent to the provision of parks, recreation facilities, and open spaces relevant to the population of the District.

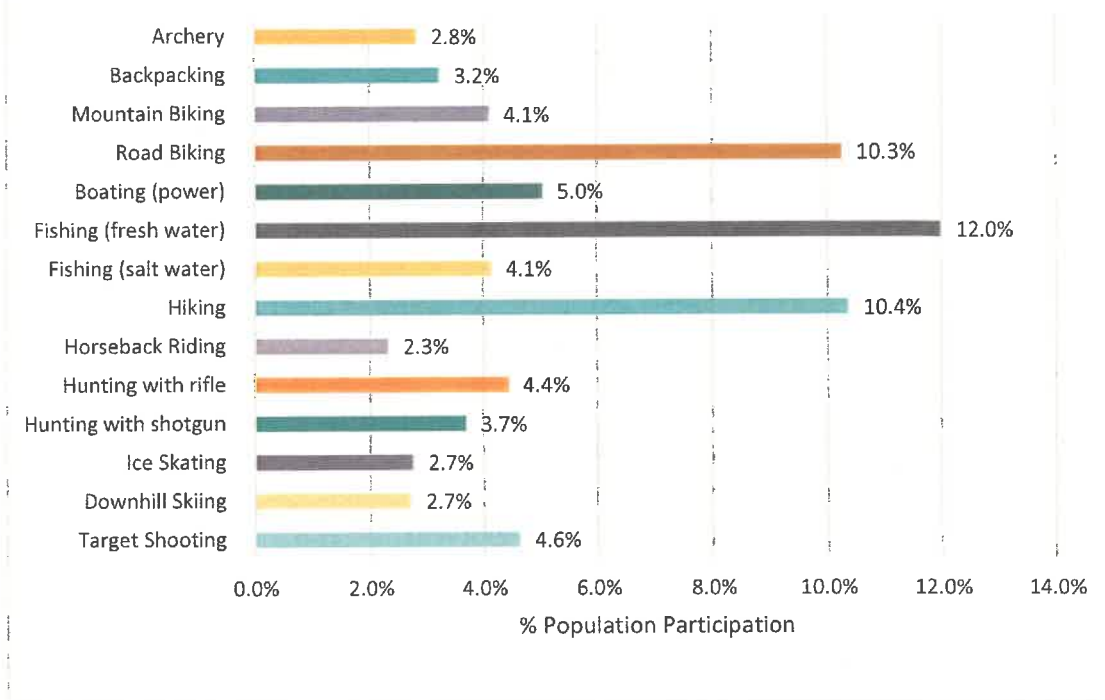
Estimated Household Participation Rates and Spending

Through Esri Business Analyst, a combination of information from the U.S. Census Bureau, Bureau of Labor Statistics, and other data sources that gauge national tendencies to participate and spend on various recreation, fitness, and leisure activities, is weighed against current Esri local demographic characteristics including population, age, and household income, to yield an estimate (November 2017) of household participation in recreation, fitness, and leisure activities in PVRPD, and of the household spending on fees, equipment, and other typical costs associated with participation.

Estimated Participation

Esri models and resulting data indicate that District households included members that participated in a number of recreation, sports, fitness, and leisure activities in the past year. The activities reviewed are representative of those that are often offered through parks and recreation facilities, and programs throughout the country. **Figures 46 through 49** review estimated participation rates of the District's households in outdoor recreation activities, team and individual sports and fitness activities, and leisure activities. This level of local participation generated over \$39.9 million in associated spending in 2017. **Figures 50 and 51** provide insight into the various fees and costs District residents paid to participate in sports, recreation, fitness, and leisure activities.

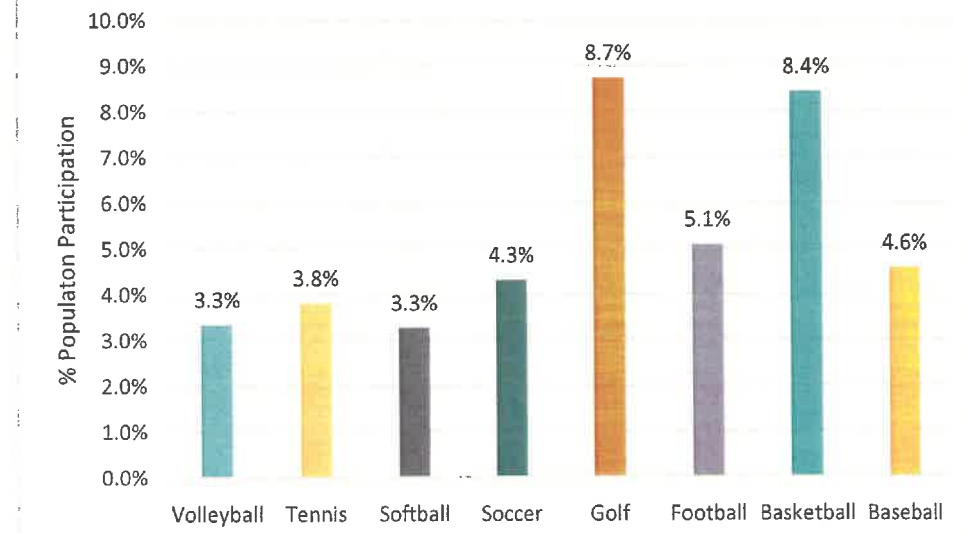
Figure 46: PVRPD Household Participation in Outdoor Activities



Source: Esri Business Analyst, Sports and Leisure Market Potential, November 2017

As illustrated in **Figure 46**, close to 12 percent of households were estimated to have included members that went fresh water fishing last year; road biking (10.3%) and salt water fishing (10.4%) were also popular outdoor activities.

Figure 47: PVRPD Household Participation in Individual and Team Sports and Fitness Activities



Source: Esri Business Analyst, Sports and Leisure Market Potential, November 2017

As illustrated in **Figure 47**, generally less than 10 percent of households were estimated to have included members that participated in various organized team and individual sports. However, of the sports reviewed, golf (8.7%) had the highest level of participation. Basketball (8.4%) had the second highest level of participation. Football also had about five percent participation. Less than five percent of District households participated in the other sports activities reviewed. Although these household participation figures for organized sports may appear low, it should be noted that in general, households with children tend to have higher rates of participation in these types of sports through organized youth and school leagues. Access to these types of activities for youth is often very important for such households.

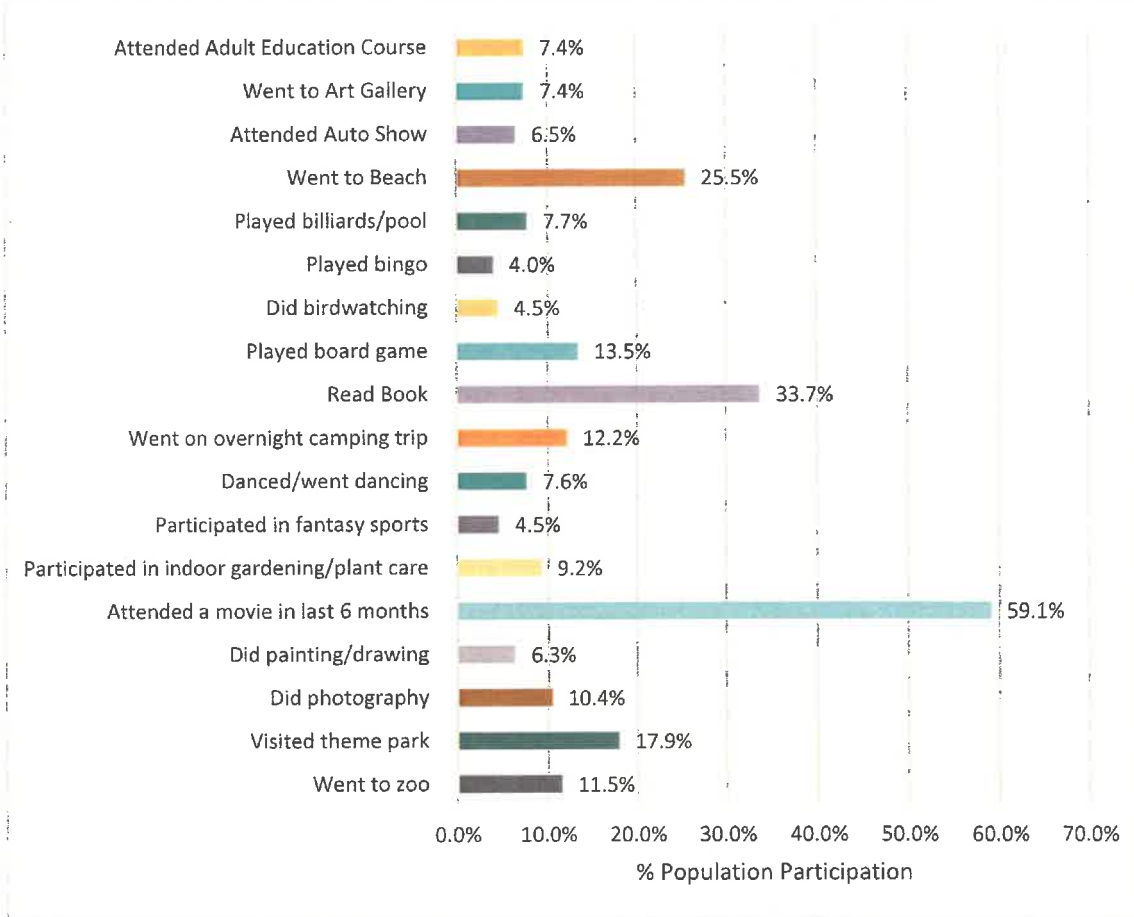
Figure 48: PVRPD Household Participation in Fitness Activities



Source: Esri Business Analyst, Sports and Leisure Market Potential, November 2017

As illustrated in **Figure 48**, Esri estimated that walking for fitness was the most fitness activity with the highest level of participation among PVRPD and households. Twenty-seven percent (27%) of households included members that walked for fitness in 2017. Over 1 in 10 households participated in either jogging/running, swimming, and/or weight lifting for fitness in 2017.

Figure 49: PVRPD Household Participation in Leisure Activities



Source: Esri Business Analyst, Sports and Leisure Market Potential, November 2017

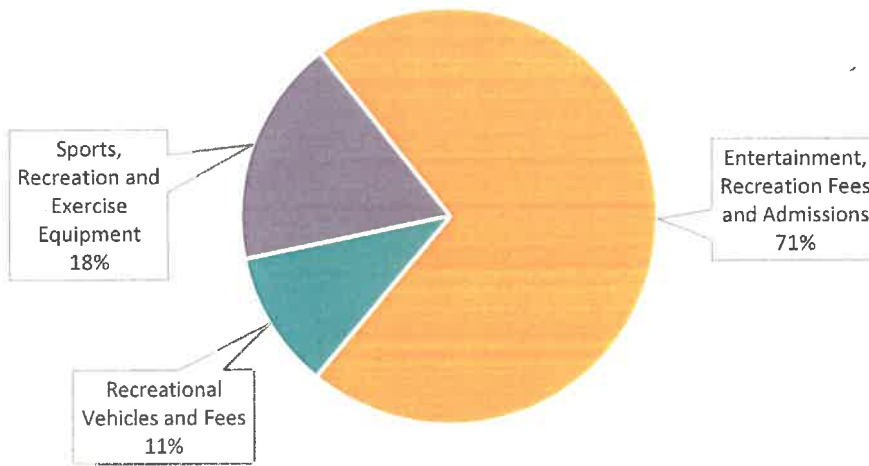
In addition to offering recreation, fitness, and sports programs and facilities, many local public parks and recreation agencies also provide various art, culture, and leisure activities. As illustrated in **Figure 49**, attending a movie was popular, with over half of households estimated to have participated in 2017. Both reading a book (33.7%) and visiting the beach (25.5%) received significant rates of participation by members of PVRPD households.

Estimated Spending

The strong participation in various recreation, sports, fitness, and leisure activities of PVRPD households was also likely of benefit to the local economy. **Figure 50** illustrates that of the \$39.9 million in total District household spending on recreation, nearly three quarters of this total, or almost \$28.6 million was spent on admissions and other fees associated with participation in entertainment and recreation activities. The estimated spending on entertainment, recreation fees, and admissions is further detailed in **Figure 51**.

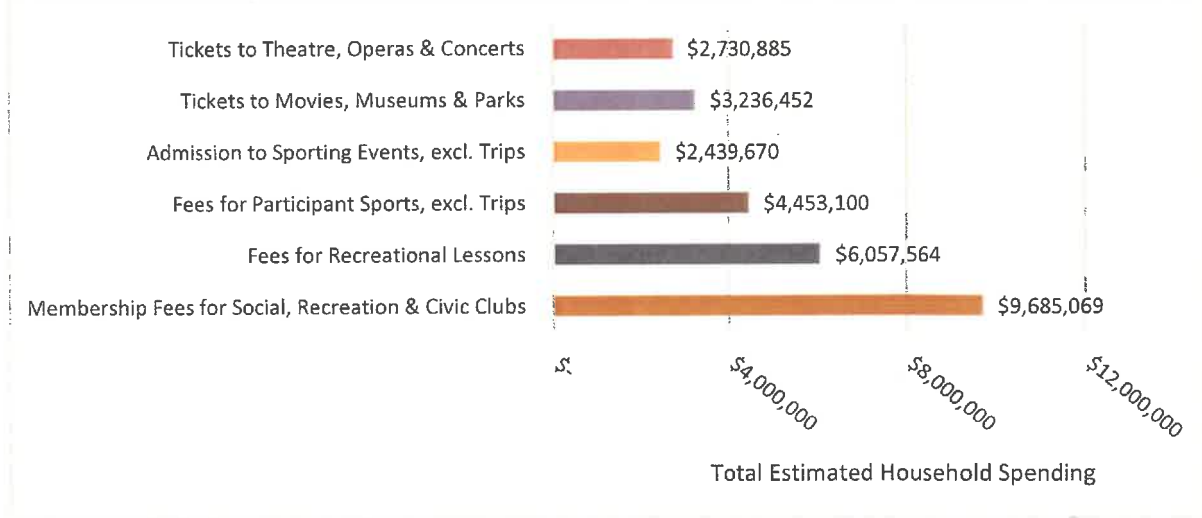
2017 Park District Household Spending on Recreation
\$39.9 million
 Estimated total spending of all households
\$565.47
 Estimated average spending per household

Figure 50: General Recreational Spending of PVRPD Households



Source: Esri Business Analyst, Recreation Expenditures, November 2017

Figure 51: Park District Household Spending on Entertainment, Recreation Fees, and Admissions



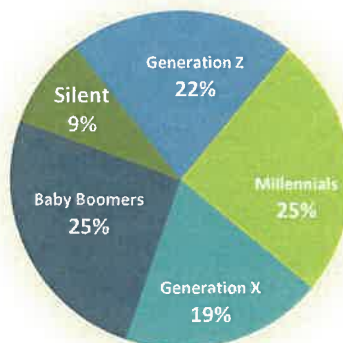
Source: Esri Business Analyst, Recreation Expenditures, November 2017

National Demographic Trends in Recreation

Pleasant Valley Recreation and Park District Generation Trends

Three major age groups, the Baby Boomers, Millennials, and Generation Z, are having significant impacts in the planning and provision of parks and recreation services nationwide. In 2017, approximately 72 percent of PVRPD residents fell into one of these age groupings.

Roughly 22 percent of the population were members of Generation Z, 25 percent were Millennials, and 25 percent were Baby Boomers. The Silent Generation, those 72 and older, only made up 9 percent of the population.



The 2016 “Participation Report”³ from the Physical Activity Council characterized generational participation in recreation, sports, fitness, and other physical activities as:

BABY BOOMERS	GENERATION X	MILLENNIALS	GENERATION Z
<ul style="list-style-type: none"> • Least Active Generation • Top 3 activity preferences: <ul style="list-style-type: none"> ▪ Fitness Sports ▪ Outdoor Sports ▪ Individual Sports 	<ul style="list-style-type: none"> • Varied Activity Levels • Top 3 activity preferences: <ul style="list-style-type: none"> ▪ Fitness Sports ▪ Outdoor Sports ▪ Individual Sports 	<ul style="list-style-type: none"> • Moderately Active • Top 3 activity preferences: <ul style="list-style-type: none"> ▪ Fitness Sports ▪ Outdoor Sports ▪ Individual Sports 	<ul style="list-style-type: none"> • Most Active Generation • Top 3 activity preferences: <ul style="list-style-type: none"> ▪ Outdoor Sports ▪ Team Sports ▪ Fitness Sports

Adults – Baby Boomers

Baby Boomers are defined as individuals born between 1946 and 1964, as stated in “Leisure Programming for Baby Boomers.”⁴ They are a generation that consists of nearly 76 million Americans, and comprised 25 percent of PVRPD population in 2017.

³ Physical Activity Council, 2017 Participation Report, <http://www.physicalactivitycouncil.com/PDFs/current.pdf>; accessed June 2017

⁴ Linda Cochran, Anne Roshchadl, and Jodi Rudick, “Leisure Programming For Baby Boomers,” *Human Kinetics*, 2009.

In 2011, this influential population began its transition out of the workforce. Emily Sheffield, Professor of Recreation and Parks Management at the California State University, at Chico, contributed an article in the July 2012 issue of *Parks and Recreation* magazine titled “Five Trends Shaping Tomorrow Today.” In it, she indicated that Baby Boomers are driving the aging of America, with Boomers and seniors over 65 composing about 39 percent of the nation’s population.⁵ As Baby Boomers enter retirement, they are looking for opportunities in fitness, sports, outdoors, arts and cultural events, and other activities that suit their lifestyles. With their varied life experiences, values, and expectations, Baby Boomers are predicted to redefine the meaning of recreation and leisure programming for mature adults.

In the leisure profession, this generation’s devotion to exercise and fitness is an example of its influence on society. When Boomers entered elementary school, President Kennedy initiated the President’s Council on Physical Fitness, making physical education a key component of public education. As Boomers matured and moved into the workplace, they took their desire for exercise and fitness with them, and have continued to participate at high rates in their retirement. Boomers are second only to Generation Y and Millennials in participation in fitness and outdoor sports.⁶

Jeffrey Ziegler, a past president of the Arizona Parks and Recreation Association identified “Boomer Basics” in his article, “Recreating Retirement: How Will Baby Boomers Reshape Leisure in their 60s?”⁷ Highlights include:

- *Boomers are known to work hard, play hard, and spend hard.* They have always been fixated with all things youthful. Boomers typically respond that they feel 10 years younger than their actual age. Their nostalgic mindset keeps Boomers returning to the sights and sounds of their 1960s youth culture. Swimming pools have become less of a social setting and much more of an extension of Boomers’ health and wellness program. Because Boomers in general have a high education level, they will likely continue to pursue education as adults and into retirement.
- *Boomers will look to park and recreation professionals to provide opportunities to enjoy many life-long hobbies and sports.* When programming for this age group, a customized experience to cater to the need for self-fulfillment, healthy pleasure, nostalgic youthfulness, and individual escapes will be important. Recreation trends will shift from games and activities that Boomers associate with senior citizens. Ziegler suggests that activities such as bingo, bridge, and shuffleboard will likely be avoided because Boomers relate these activities with old age.
- *Boomers will reinvent what being a 65-year-old means.* Parks and recreation agencies that do not plan for Boomers carrying on in retirement with the same hectic pace they have lived during their years in employment will be left behind. Things to consider when planning for the demographic shift:
 - Boomer characteristics
 - What drives Boomers?
 - Marketing to Boomers
 - Arts and entertainment
 - Passive and active fitness trends
 - Outdoor recreation/adventure programs
 - Travel programs

⁵ Emily Sheffield, “Five Trends Shaping Tomorrow Today,” *Parks and Recreation*, July 2012, p. 16-17.

⁶ Physical Activity Council, 2012 Participation Report, 2012.

⁷ Jeffrey Ziegler, “Recreating Retirement: How Will Baby Boomers Reshape Leisure in Their 60s?” *Parks and Recreation*, October 2002.

Generation X

This generational group is comprised of individuals in the 37 to 52 year old age range. In 2017, the median age of PVRPD residents was 42.3 years, and 19 percent of the District's population was a member of Generation X. Many members of this generation are in the peak of their careers, raising families, and growing their connections within the community.

As suggested by the 2017 "Participation Report" from the Physical Activity Council, members of Generation X were "all or nothing" in terms of their levels of physical activity; with 37 percent reported as highly active, and 27 percent reported as completely inactive. As further noted in the report, over 50 percent of Generation X was likely to have participated in fitness and outdoor sports activities. An additional 37 percent participated in individual sports.

The Millennial Generation

The Millennial Generation is generally considered those born between about 1980 and 1999, and in April 2016, the Pew Research Center reported that this generation had surpassed the Baby Boomers as the nation's most populous age group.⁸ Millennials comprised approximately 25 percent of PVRPD's 2017 total population. Making up the largest generational cohort in the District, Millennials are influential, and have an understanding of some of their general characteristics can help guide decision making in the provision of parks and recreation services to this significant segment of the local population.

In their book, Millennials Rising, the Next Great Generation, authors William Strauss and Neil Howe identify the following seven characteristics of the Millennials:⁹

1. **Special:** Used to receiving rewards just for participating, Millennials are raised to feel special.
2. **Sheltered:** Millennials lead structured lives filled with rules and regulations. Less accustomed to unstructured play than previous generations and apprehensive of the outdoors, they spend most of their time indoors, leaving home primarily to socialize with friends and families.
3. **Team oriented:** This group has a "powerful instinct for community" and "places a high value on teamwork and belonging."
4. **Technologically savvy:** Upbeat and with a can-do attitude, this generation is "more optimistic and tech-savvy than its elders."
5. **Pressured:** Millennials feel "pressured to achieve and pressured to behave." They have been "pushed to study hard and avoid personal risk."
6. **Achieving:** This generation is expected to do great things, and they may be the next "great" generation.
7. **Conventional (and diverse):** Millennials are respectful of authority and civic minded. Respectful of cultural differences because they are ethnically diverse, they also value good conduct and tend to have a "standardized appearance."

⁸ Richard Fry, "Millennials overtake Baby Boomers as America's Largest Generation," *Pew Research Center Fact Tank*, April 25, 2016, <http://www.pewresearch.org/fact-tank/2016/04/25/millennials-overtake-baby-boomers/>, accessed May 2015

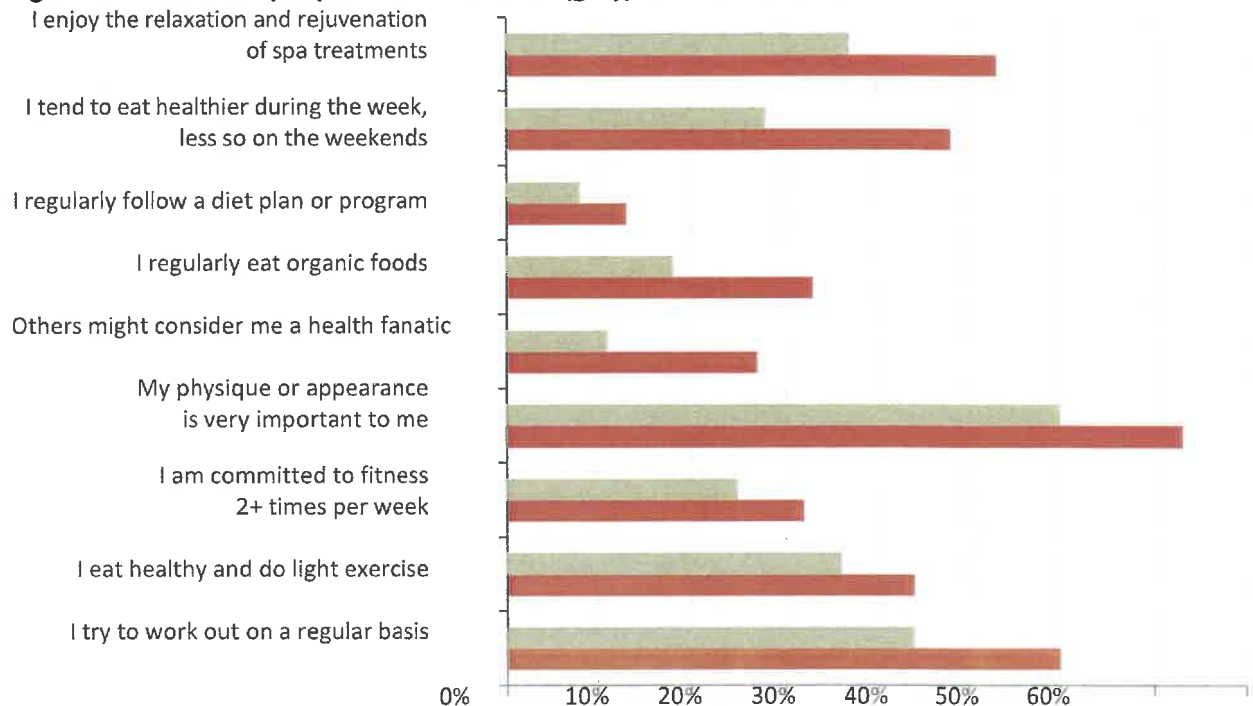
⁹ William Strauss and Neil Howe, Millennials Rising, the Next Great Generation, Vintage: New York, New York, 2000.

In a 2011 study of the Millennial Generation,¹⁰ Barkley Advertising Agency made the following observations about Millennials and health/fitness:

- Sixty percent (60%) of Millennials say they try to work out on a regular basis. Twenty-six percent (26%) consider themselves health fanatics.
- Much of this focus on health may be due to vanity and/or the desire to impress others; 73 percent exercise to enhance their physical appearance.
- Millennials are also fans of relaxation and rejuvenation, as 54 percent regularly treat themselves to spa services.
- Despite their commitment to health, Millennials stray from their healthy diets on weekends. There may be a noticeable difference between their intent to work out regularly and the amount of exercise that they accomplish.

Figure 52 illustrates contrasts between Millennials and Non-Millennials regarding a number of health and fitness topics.¹¹

Figure 52: Millennials (red) Vs. Non-Millennials (grey) on Health and Fitness



Source: *American Millennials: Deciphering the Enigma Generation*

¹⁰ American Millennials: Deciphering the Enigma Generation, <https://www.barkleyus.com/AmericanMillennials.pdf>, accessed May 2015

¹¹ American Millennials: Deciphering the Enigma Generation, <https://www.barkleyus.com/AmericanMillennials.pdf>, accessed May 2015

Millennials tend to be more tech-savvy, socially conscious, achievement-driven age group with more flexible ideas about balancing wealth, work, and play. They generally prefer different park amenities and recreational programs as opposed to their counterparts in the Baby Boomer generation. Engagement with this generation should be considered in parks and recreation planning. In an April 2015 posting to the National Parks and Recreation Association's official blog, *Open Space*, Scott Hornick, CEO of Adventure Solutions suggests the following seven considerations to make your parks Millennial friendly:¹²

1. Group activities are appealing.
2. Wireless internet/Wi-Fi access is a must – being connected digitally is a millennial status-quo, and sharing experiences in real time is something Millennials enjoying doing.
3. Having many different experiences is important – Millennials tend to participate in a broad range of activities.
4. Convenience and comfort are sought out.
5. Competition is important, and Millennials enjoy winning, recognition, and earning rewards.
6. Facilities that promote physical activity, such as trails and sports fields, and activities like adventure races are appealing.
7. Many Millennials own dogs, and want places they can recreate with them.

In addition to being health conscious, Millennials often look for local and relatively inexpensive ways to experience the outdoors close to home on trails, bike paths, and in community parks.¹³ They, along with the Baby Boomer generation, highly value walkability, and in a 2014 study by the American Planning Association, two-thirds noted that improving walkability in a community is directly related to strengthening the local economy. The study also noted that 46 percent of Millennials, and Baby Boomers, place a high priority on having sidewalks, hiking trails, bike paths, and fitness choices available to them in their community. In fact, these community features were viewed by study respondents to be of higher preference than a great school system, vibrant centers of entertainment and culture, and affordable and convenient transportation choices.¹⁴

Youth – Generation Z

Emilyn Sheffield also identified as one of the five trends shaping tomorrow today that the proportion of youth is smaller than in the past, but still essential to our future. As of the 2010 Census, the age group under age 18 forms about a quarter of the U.S. population. Nationwide, nearly half of the youth population is ethnically diverse and 25 percent is Hispanic. In PVRPD, roughly 22 percent of the population was under the age of 18 in 2017.

¹² Scott Hornick, "7 Ways to Make Your Park More Millennial Friendly," *Parks and Recreation Open Space Blog*, August 19, 2015, <http://www.nrpa.org/blog/7-ways-to-make-your-parks-millennial-friendly>, accessed May 2016

¹³ "Sneakernomics: How The 'Outdoor' Industry Became The 'Outside' Industry," *Forbes*, September 21, 2015, <http://www.forbes.com/sites/mattpowell/2015/09/21/sneakernomics-how-the-outdoor-industry-became-the-outside-industry/2/#50958385e34d>, accessed May 2016

¹⁴ American Planning Association, "Investing in Place: Two generation's view on the future of communities: millennials, boomers, and new directions for planning and economic development," <https://www.planning.org/policy/polls/investing>, accessed May 2015

Characteristics cited for Generation Z, the youth of today, include:¹⁵

- The most obvious characteristic for Generation Z is the widespread use of technology.
- Generation Z members live their lives online and they love sharing both the intimate and mundane details of life.
- They tend to be acutely aware that they live in a pluralistic society and tend to embrace diversity.
- Generation Z tend to be independent. They do not wait for their parents to teach them things or tell them how to make decisions, they Google it.

With regard to physical activity, a 2013 article published by academics at Georgia Southern University noted that the prevalence of obesity in Generation Z (which they describe as individuals born since the year 2000) is triple that of Generation X (born between 1965 and 1979). It suggests that due to increased use of technology, Generation Z spends more time indoors, is less physically active, and more obese compared to previous generations. The researchers noted that Generation Z seeks social support from peers more so than any previous generation. This is the most competent generation from a technological standpoint, but Generation Z also tends to fear, and often struggles with, some basic physical activities and sports.

Multiculturalism

The United States is becoming increasingly racially and ethnically diverse. In May 2012, the U.S. Census Bureau announced that non-white babies now account for the majority of births in the United States. "This is an important tipping point," noted William H. Frey,¹⁶ senior demographer at the Brookings Institution, describing the shift as a "transformation from a mostly white Baby Boomer culture to the more globalized multi-ethnic country that we are becoming."

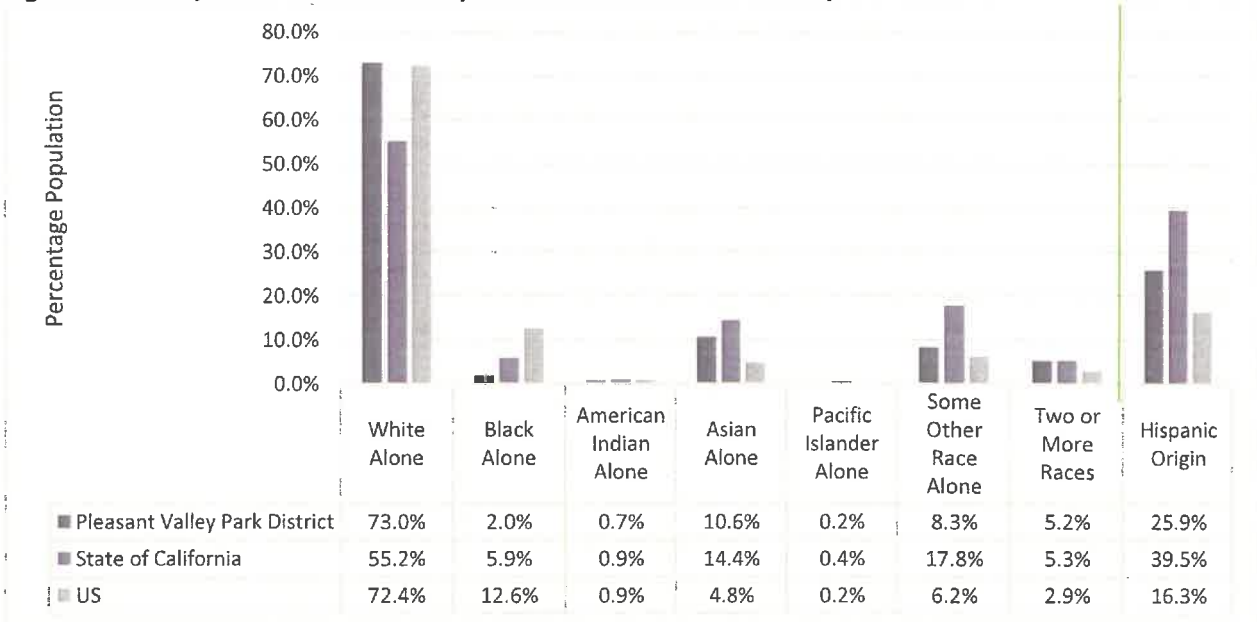
In 2017, the population of Pleasant Valley Recreation and Park District was predominantly (73%) Caucasian. The next most populous racial/ethnic groups were estimated to include residents identifying as Asian (10.6%) illustrated in *Figure 53*.

In reviewing population data, it is important to note that the indication of Hispanic origin is a different view of the population. Hispanic origin is not considered a race. People who identify as Hispanic, Latino, or Spanish may be any race and are included in all of the race categories. The U.S. Census Bureau notes that Hispanic origin can be viewed as the heritage, nationality, lineage, or country of birth of the person, or the person's parents or ancestors before their arrival in the United States.

¹⁵ Alexandra Levit, "Make Way for Generation Z," *New York Times*, March 28, 2015, <http://www.nytimes.com/2015/03/29/jobs/make-way-for-generation-z.html>, accessed May 2016

¹⁶ Adam Serwer, "The End of White America," *Mother Jones*, <http://www.motherjones.com/kevin-drum/2012/05/end-white-america>, May 17, 2012.

Figure 53: Racial/Ethnic Character Comparison 2017 – Park District, City, and State



Source: Esri Business Analyst

Cultural and ethnic diversity adds unique character to communities expressed through distinct neighborhoods, multicultural learning environments, and restaurants, places of worship, museums, and nightlife. ¹⁷ More than ever, recreation professionals will be expected to work with, and have significant knowledge and understanding of individuals from many cultural, racial, and ethnic backgrounds.

- **Outdoor recreation participation varies by race:** Participation in outdoor activities is generally higher among Caucasians than any other race and lowest among African Americans in nearly all age groups.
- **Lack of interest is a major reason for lack of participation in recreational activities:** When asked why they did not participate in outdoor activities more often, the number one reason given by people of all ethnicities and races was because they were not interested.
- **Most popular outdoor activities:** Walking, biking, running, fishing, and camping were the most popular outdoor activities for all Americans, with each ethnic/racial group participating to varying degrees.

¹⁷ Baldwin Ellis, "The Effects of Culture & Diversity on America," http://www.ehow.com/facts_5512569_effects-culture-diversity-america.html, accessed on Sept. 20, 2012.

Recreational Preferences among Ethnic/Racial Groups (Self-Identifying):

Nationwide, participation in outdoor sports by youth and young adults, ages 6 to 24, was highest among Caucasians in all age groups and lowest among Asian and Pacific Islanders, according to the 2016 "Outdoor Recreation Participation Topline Report".¹⁸ The report found that within this age range, 71 percent of Caucasians, 12 percent of Hispanics, 8 percent of African Americans, 7 percent of Asians/Pacific Islanders, and 2 percent of those identifying their race as "other" participated in some form of outdoor recreation in 2014. The earlier 2014 "Outdoor Recreation Participation Topline Report" included a robust study of recreational preference among ethnic populations. Information from this report, as well as the updated 2016 report, are referenced throughout this section.

Recreation Preferences of People of Hispanic Origin (irrespective of race)

The population of Hispanic origin can be viewed as the heritage, nationality, lineage, or country of birth of the person or the person's parents or ancestors before arriving in the United States. In the U.S. census, people who identify as Hispanic, Latino, or Spanish may be any race and are included in all of the race categories. In the United States, the Hispanic population increased by 43 percent over the last decade, compared to five percent for the non-Hispanic population, and accounted for more than half of all the population growth. According to Emilyn Sheffield, the growing racial and ethnic diversity is particularly important to recreation and leisure service providers, as family and individual recreation patterns and preferences are strongly shaped by cultural influences.¹⁹

Participation in outdoor sports among youth and young adults (ages 6 to 24) who identify as Hispanic was at 10 percent nationwide in 2013, according to the 2014 "Outdoor Recreation Participation Topline Report."²⁰ Those who did get outdoors, however, participated more frequently than participants of other backgrounds, with an average of 47 outings per year. Hispanic youth between ages of 13 and 17 were the most likely age group to participate in outdoor recreation, in the Hispanic demographic, followed closely by those in the 25 to 44 age range. The most popular outdoor activities among Hispanics were running and jogging (24%); road, mountain, and BMX biking (15%); fishing (14%); camping (13%); and hiking (9%).

Asian Americans

Research about outdoor recreation among Asian Americans in the San Francisco Bay Area (Chinese, Japanese, Korean, and Filipino)²¹ found significant differences among the four groups concerning the degree of linguistic acculturation (preferred language spoken in various communication media). The research suggests that communications related to recreation and natural resource management should appear in ethnic media, but the results also suggest that Asian Americans should not be viewed as homogeneous with regard to recreation-related issues. Another study²² found that technology use for finding outdoor recreation opportunities is highest among Asian/Pacific Islander populations. Over 60 percent of these populations use stationary or mobile technology in making decisions regarding outdoor recreation.

¹⁸ Outdoor Foundation, *Outdoor Recreation Participation Report 2016*, <http://www.outdoorfoundation.org/pdf/ResearchParticipation2016Topline.pdf>, accessed May 2016.

¹⁹ Emilyn Sheffield, "Five Trends Shaping Tomorrow Today," *Parks and Recreation*, July 2012, p. 16-17.

²⁰ Outdoor Recreation Participation Report 2014

²¹ P.L. Winter, W.C. Jeong, G.C. Godbey, "Outdoor Recreation among Asian Americans: A Case Study of San Francisco Bay Area Residents," *Journal of Park and Recreation Administration*, 2004.

²² Harry Zinne and Alan Graefe, "Emerging Adults and the Future of Wild Nature," *International Journal of Wilderness*, December 2007.

According to the 2014 “Outdoor Recreation Participation Report,” the most popular outdoor activities among Asians and Pacific Islanders were running/jogging and trail running (24%); hiking (15%); road, mountain, and BMX biking (14%); camping (11%); and fishing (10%).

Caucasians

According to the 2016 “Outdoor Recreation Participation Topline Report,” nearly 60 percent of youth and young adults, ages 6 to 24, participated in outdoor recreation in 2015. According to the 2014 report, the most popular outdoor activities among Caucasians were running/jogging and trail running (19%); fishing (18%); road, mountain, and BMX biking (17%); camping (16%); and hiking (14%).

African Americans

Approximately eight percent of African Americans between the ages of 6 to 24 participated in outdoor recreational activities in the past year nationwide.²³ Youth ages 6 to 12 (52% participation) are the only age group in the African American demographic to participate in outdoor recreation at a rate of more than 50 percent. By comparison, Caucasians in four of the five age groupings participated in outdoor sports at rates of 60 percent or more, with only those ages 45+ (40% participation) participating at under 50 percent. According to the 2014 “Outdoor Recreation Participation Report,” the most popular outdoor activities among African Americans were running/jogging and trail running (18%); fishing (11%); road, mountain, and BMX biking (11%); birdwatching/wildlife viewing (4%); and camping (4%).

Hispanics (irrespective of race)

The population of Hispanic origin can be viewed as the heritage, nationality, lineage, or country of birth of the person or the person’s parents or ancestors before arriving in the United States. In the U.S. census, people who identify as Hispanic, Latino, or Spanish may be any race and are included in all of the race categories. In the United States, the Hispanic population increased by 43 percent over the last decade, compared to five percent for the non-Hispanic population, and accounted for more than half of all the population growth. According to Emilyn Sheffield, the growing racial and ethnic diversity is particularly important to recreation and leisure service providers, as family and individual recreation patterns and preferences are strongly shaped by cultural influences.²⁴

Participation in outdoor sports among youth and young adults (ages 6 to 24) who identify as Hispanic was at 10 percent nationwide in 2013, according to the 2014 “Outdoor Recreation Participation Report.”²⁵ Those who did get outdoors, however, participated more frequently than participants of other backgrounds, with an average of 47 outings per year: Hispanic youth between the ages of 13 and 17 were the most likely age group to participate in outdoor recreation in the Hispanic demographic, followed closely by those in the 25 to 44 age range. The most popular outdoor activities among Hispanics were running and jogging (24%); road, mountain, and BMX biking (15%); fishing (14%); camping (13%); and hiking (9%).

²³ Outdoor Foundation, *Outdoor Recreation Participation Topline Report 2014*, <http://www.outdoorfoundation.org/research.participation.2014.topline.html>, accessed May 2016

²⁴ Emilyn Sheffield, “Five Trends Shaping Tomorrow Today,” *Parks and Recreation*, July 2012, p. 16-17.

²⁵ Outdoor Recreation Participation Report 2014

Multiculturalism and Marketing

Today the marketplace for consumers has dramatically evolved in the United States from a largely Anglo demographic, to the reality that the United States has shifted to a large minority consumer base known as the “new majority.”

The San Jose Group, a consortium of marketing communications companies specializing in reaching Hispanic and non-Hispanic markets of the United States, suggests that today’s multicultural population of the United States, or the “new majority,” is 107.6 million, which translates to about 35.1 percent of the Country’s total population. The United States’ multicultural population alone could essentially be the twelfth largest country in the world.²⁶ Parks and recreation trends in marketing leisure services continue to emerge and should be taken into consideration in all planning efforts, as different cultures respond differently to marketing techniques. Engaging the Hispanic community will require parks and recreation professionals to go into the community and interact with faith-based organizations, sports clubs, and social clubs.

Facilities

According to *Recreation Management* magazine’s 2016 “State of the Industry Report,”²⁷ an annual survey of parks and recreation facility operators and service providers, current national trends influencing recreation facilities included:

- **Partnerships** – the popularity of partnering with outside organizations to share facility spaces to extend programming capabilities or potentially increase funding is continuing to grow in popularity nationally. Over 87 percent of agencies reported partnering with another agency in 2016. Of these partnerships, nearly 3/5 were with local schools, and nearly 52 percent with local government agencies.
- **Cost Recovery** – more recreation, sports, and fitness providers are being tasked to recover higher percentages of their operating costs through increasing revenues. The average level of cost recovery from public organizations nationwide was approximately 43 percent, with levels of cost recovery varying widely between different types of providers and facilities. The most common operating cost reduction action taken by parks and recreation providers was to improve the energy efficiency of facilities. Over half of agencies surveyed reported investing in energy efficiencies as an overall cost reduction strategy.
- **Memberships and Usage Fees** – nearly 60 percent of service providers surveyed charged membership or usage fees for their facilities. The vast majority of YMCAs (93.1%), health clubs (90.6%), and community recreation centers (69.3%) charged fees for memberships or facility use.
- **Facility Use** – in 2014 and 2015, the majority (59.8%) of survey respondents reported they had expected use of their facilities to increase. In 2016 over 54 percent of survey respondents reported increased facility usage in the previous two years. Providers in urban areas were 10 percent more likely to have reported increased usage of their facilities when compared to rural providers.

²⁶ San Jose Group, “SJG Multicultural Facts & Trends,” <http://blog.thesanjosegroup.com/?p=275>, posted October 25, 2010.

²⁷ Recreation Management, *2016 State of the Industry Report*, <http://recmanagement.com/state-of-the-industry/>; accessed June 2017

- Existing Facilities – park agencies reported providing a variety facilities and amenities. Compared to other recreation providers, parks agencies were more likely to provide:
 - Playgrounds
 - Picnic shelters
 - Outdoor sport courts
 - Community centers
 - Bike trails
 - Skate parks
 - Dog parks
 - Community gardens
 - Disc golf courses
 - Fitness trails or outdoor fitness equipment
 - Splash play areas
 - Golf courses
 - Water parks
 - Ice rinks
 - Bikes/BMX parks

The average age of the “main” recreation facility operated by survey respondents increased from 27.5 years in 2013 to 32.6 years in 2016. Over 60 percent of respondents noted their main facility was at least 21 years old.

Construction Plans – With aging facilities being commonplace, and general increase of facility usage reported nationally, the majority (66.4%) of 2016 survey respondents reported having plans to renovate existing facilities or construct new ones to enhance service provision. This percentage of recreation service providers planning capital investments increased 3.7 percent from 2013 to 2016. The average planned capital improvement budget for public organizations in 2016 was expected to be \$3,887,000

Nationally there has been a trend by public parks and recreation agencies toward the construction of “one-stop” indoor recreation facilities to serve all age groups. These facilities are typically large, multipurpose regional centers that have been observed to help increase operational cost recovery, promote user retention, and encourage cross-use. Parks and recreation agencies across the United States are generally working toward increasing revenue production and cost recovery. Providing flexible or multiple use space allows for one area to be adapted to serve programming and free-play opportunities. “One-stop” facilities often attract young families, teens, and adults of all ages. In addition to their large indoor recreation spaces, the sites of regional recreation centers are often developed with outdoor recreation amenities such as sports fields and courts, or playgrounds. In many communities that have them, these regional recreation centers often serve as a major community hub.

Aquatics/Water Recreation Trends

According to the National Sporting Goods Association (NSGA), swimming ranked third nationwide among recreational activities in terms of participation in 2014.²⁸ Nationally, there is an increasing trend toward indoor leisure and therapeutic pools. Swimming for fitness is the top aspirational activity for inactive individuals in all age groups, according to the Sports & Fitness Industry Association (SFIA) 2016 “Sports, Fitness and Leisure Activities Topline Participation Report,” representing a significant opportunity to engage inactive populations.

²⁸ National Sporting Goods Association, “2014 Participation – Ranked by Total,”

Aquatic amenities such as splash pads, shallow spray pools, and interactive fountains are becoming increasingly popular attractions in the summer months, and if designed for such, can be converted into ice rinks for the winter months. These features can also be designed to be ADA-compliant, and are often cheaper alternatives to build and maintain than community swimming pools. Trends in the architectural design for splash parks can be found in *Recreation Management* magazine articles in 2014 and 2015.²⁹

The Outdoor Foundation’s 2016 “Outdoor Recreation Participation Topline Report” provided nationwide trends for various outdoor activities, including a number of water-based recreational activities noted below in **Table 5**. Among water recreation activities, stand-up paddling had the largest increase in participation (25.7%), followed by several varieties of the kayaking experience: kayak fishing (17.4% increase) and whitewater kayaking (10.3% increase). Fly fishing participation went up, while other fishing activities went down in the same time period. Participation in surfing declined slightly in 2015, down by 2.2 percent overall. Sailing participation increased somewhat, while rafting and wakeboarding participation went down.³⁰

Table 5: Water Recreation Participation by Activity (in thousands) (6 years of age or older)

	2011	2012	2013	2014	2015	3 Year Average Change
Boardsailing/windsurfing	1,151	1,593	1,324	1,562	1,766	4.7%
Canoeing	9,787	9,839	10,153	10,044	10,236	1.3%
Fishing (fly)	5,683	6,012	5,878	5,842	6,089	0.5%
Fishing (freshwater/ other)	38,868	39,135	37,796	37,821	37,682	-1.2%
Fishing (Saltwater)	11,983	12,017	11,790	11,817	11,975	-0.1%
Kayak fishing	1,201	1,409	1,798	2,074	2,265	17.4%
Kayaking (recreational)	8,229	8,144	8,716	8,855	9,499	5.3%
Kayaking (sea touring)	2,029	2,499	2,694	2,912	3,079	8.0%
Kayaking (white water)	1,546	1,878	2,146	2,351	2,518	10.3%
Rafting	3,821	3,690	3,836	3,781	3,883	1.7%
Sailing	3,725	3,958	3,915	3,924	4,099	1.2%
Stand up Paddle Boarding	1,242	1,542	1,993	2,751	3,020	25.7%
Surfing	2,195	2,895	2,658	2,721	2,701	-2.2%
Wakeboarding	3,389	3,348	3,316	3,125	3,226	-1.2%

Source: Outdoor Foundation 2016 Outdoor Recreation Participation Topline Report

Dog Parks

Dog parks are increasingly popular community amenities and have remained among the top planned additions to parks and recreational facilities over the past three years. In fact, the 10 largest cities in the U.S. increased the number of dog parks in their parks system by 34 percent between 2005 and 2010. Dog parks not only provide safe spaces for animals to socialize and exercise, they are also places where dog owners socialize and enjoy the outdoors. They help build a sense of community and can draw potential new community members and tourists traveling with pets.³¹

²⁹ Dawn Klingensmith “Make a splash: Spraygrounds Get (Even More) Creative,” *Recreation Management*, April 2014 (and April 2015 updates), http://recmanagement.com/feature_print.php?fid=201404fe01

³⁰ Outdoor Recreation Participation Topline Report 2016

³¹ Joe Bush, “Tour-Legged-Friendly Parks,” *Recreation Management*, February 2, 2016.

In 2014, the National Dog Park Association was established and focused its mission on providing informational resources for establishing and maintaining dog parks. *Recreation Management* magazine³² suggested that dog parks can serve as a relatively low-cost way to provide an oft-visited, popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities such as water fountains, agility equipment, and pet wash stations. Even splash pads are being designed for dog parks. Well-designed dog parks cater to users with design features for their comfort and pleasure. Some park agencies even offer creative programming at some dog parks for owners and their dogs.³³ Amenities in a well-designed dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of fenced-in space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splash pads or water-play feature for dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables, and dog wash stations.

Programming

Current National Trends in Public Parks and Recreational Programming

According to *Recreation Management* magazine’s 2016 “State of the Industry Report,” 96.5 percent of survey respondents provided recreation, sports, fitness, and leisure programs of some kind. The most common programming offered included:

1. Holiday/special events
2. Fitness programs
3. Educational programs
4. Day and summer camps
5. Youth sports teams
6. Mind-body/balance programs
7. Sports tournaments and races
8. Swimming programs
9. Adult sports teams
10. Active senior/older adult programs

³² Emily Tipping, “2014 State of the Industry Report, Trends in Parks and Recreation,” *Recreation Management*, June 2014.

³³ Dawn Klingensmith “Gone to the Dogs: Design and Manage an Effective Off-Leash Area,” *Recreation Management*, March 2014, http://recmanagement.com/feature_print.php?fid=201403fe02

Approximately 31 percent of survey respondents indicated that they were planning to expand programming over the next several years. According to the 2016 “State of the Industry Report,” the most commonly planned program new or expanded programs planned included: Educational programs

1. Fitness programs
2. Mind-body/balance programs
3. Teen programs
4. Active senior/older adult programs
5. Environmental education
6. Arts and crafts
7. Day camps and summer camps
8. Sports tournaments and races
9. Holiday events and other special events

Fitness Programming

Fitness programming, and popularity of various activities has significantly evolved over the past 11 years. The American College of Sports Medicine (ACSM) *Health and Fitness Journal* has conducted annual surveys since 2007 to gauge trends that would help inform the creation of standards for health and fitness programming. The survey focuses on trends in the commercial, corporate, clinical, and community health and fitness industry. **Table 6** compares the results of ACSM’s original 2007 survey, and findings from their survey conducted for 2017, preferences in fitness programming change over time. Some trends first identified in 2007 have remained popular while other activities and associated programs were widely popular for short durations. For example, Zumba was a top 10 fitness trend/activity in 2012 but quickly declined in popularity. Two years later, in 2014, it failed to register in the top 20. Body weight training and high-intensity interval training were highly popular in 2015. Fitness programs for older adults had been in the top 10 for a decade, but ranked as 11th in the 2017 survey.³⁴

Table 6: Top 10 National Fitness Trends – 2007 and 2017

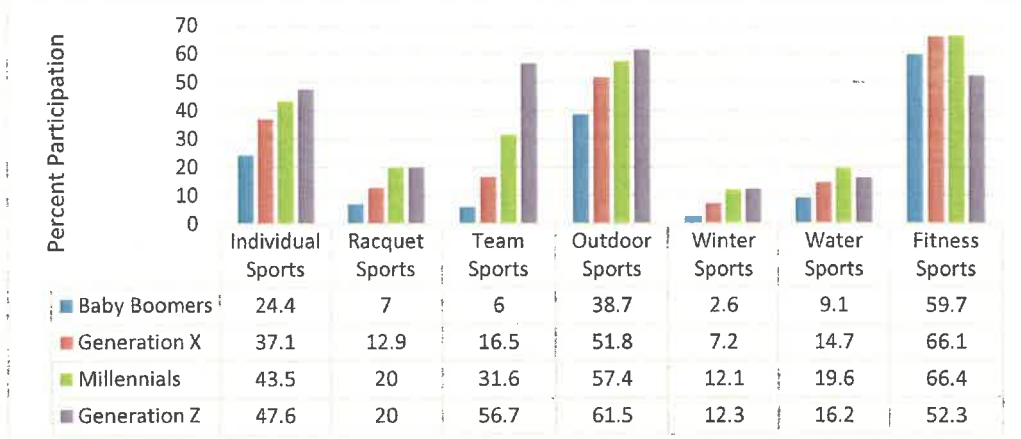
2007 Trends	2017 Trends
1. Children and obesity	1. Wearable technology
2. Fitness programs for older adults	2. Body weight training
3. Educated and experienced fitness professionals	3. High-intensity interval training
4. Functional fitness	4. Educated and experienced fitness professionals
5. Core training	5. Strength training
6. Strength training	6. Group training
7. Personal training	7. Exercise is Medicine
8. Mind/body exercise	8. Yoga
9. Exercise and weight loss	9. Personal training
10. Outcome measurements	10. Exercise and weight loss

Source: American College of Sports Medicine *Health and Fitness Journal*

³⁴ Walter R. Thompson, Ph.D., “Worldwide Survey of Fitness Trends for 2017,” *Health & Fitness Journal*, Volume 20, Issue 6, American College of Sports Medicine, November/December 2016

According to the 2017 “Participation Report” by the Physical Activity Council, over half of each generation participates in fitness sports; with roughly 2/3 of Millennials and Generation X’ers participating in fitness activities. Generation Z, those generally under the age of 18, participated at higher rates than their older peers in individual, team, and outdoor sports. Baby Boomers participated the least; however, roughly 1/4 of this generation participated in individual sports, more than 1/3 participated in outdoor sports, and nearly 60 percent participated in fitness sports. **Figure 54** illustrates participation rates by generation.³⁵

Figure 54: A Breakdown of Fitness Sports Participation Rates by Generation



Source: Physical Activity Council 2017 Participation Report

Older Adults and Senior Programming

Many older adults and seniors are choosing to maintain active lifestyles and recognize the health benefits of regular physical activities. With the large number of adults in these age cohorts, many communities have found a need to offer more programming, activities, and facilities that support the active lifestyle this generation desires. Public parks and recreation agencies are increasingly expected to be significant providers of such services and facilities. The American Academy of Sports Medicine issues a yearly survey of the top 20 fitness trends.³⁶ It ranks senior fitness programs eighth among most popular fitness trends for 2015. Programs including Silver Sneakers, a freestyle low-impact cardio class, and water aerobics are increasing in popularity as more Americans are realizing the many benefits of staying active throughout life. According to the National Sporting Goods Association, popular senior programming trends include hiking, birding, and swimming.

³⁵ 2017 Participation Report,” Physical Activity Council, 2017

³⁶ American College of Sports Medicine, “Survey Predicts Top 20 Fitness Trends for 2015,” <http://www.acsm.org/about-acsm/media-room/news-releases/2014/10/24/survey-predicts-top-20-fitness-trends-for-2015>, accessed January 2015.

Festivals and Special Events

Festivals and other special events are often popular activities in communities that not only entertain, generate economic activity, and serve to celebrate community identity, they are also fantastic means of introducing people to the community's public parks and recreation system. Public parks and recreation agencies play a major role in planning, managing, and hosting festivals and other community programs that often serve to draw new users into their facilities. Attendees to events hosted in parks or recreation centers who enjoy their experience may want to return for another event or program, or simply to enjoy the park or recreation facility. Participants in these special programs can become interested in visiting other parks, recreation facilities or participating in programs.

In 2014, festivals grew in popularity as economic drivers and urban brand builders. Chad Kaydo describes the phenomenon in the January 2014 issue of *Governing* magazine, "Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences, and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive."³⁷ Examples of successful large-scale festivals include:

- South by Southwest (SXSW) – This annual music, film, and digital conference and festival in Austin, Texas, is a leading example. Launched in 1987, the festival's economic impact has grown steadily over recent years. In 2007, it netted \$95 million for Austin's economy. In 2013, the event topped \$218 million.
- Coachella Valley Music and Arts Festival in California – This two-week cultural event draws big-name bands, music fans, and marketers, attracting 80,000 people per day.
- First County Festival in Monterey, California – Private producer, Goldenvoice, launched this smaller music event in August 2013 with marketing support from the Monterey County Convention and Visitors Bureau, drawing on the County's history as host of the Monterey Jazz Festival. Adding carnival rides and local art, furniture and clothing vendors to the live music performances, the event drew 11,000 attendees each of its two days.

The success rate for festivals should not be evaluated solely on the basis of profit (sales), prestige (media profile), and size (numbers of events or overall attendance). Research by the European Festival Research Project (EFRP) indicates there is evidence of local and county government supporting and even instigating and managing particular festivals themselves to achieve local or regional economic objectives, often defined very narrowly (sales, jobs, and tourism).³⁸ There are also a growing number of smaller, more local, community-based festivals and events, most often supported by local councils that have been spawned partly as a reaction to larger festivals that have become prime economic-drivers. These community-based festivals often will re-claim cultural ground based on their social, educational, and participative value. For more information on the values of festivals and events, see the CRC Sustainable Tourism research guide³⁹ on this topic.

³⁷ Chad Kaydo, "Cities Create Music, Cultural Festivals to Make Money," *Governing*, January 2014, <http://www.governing.com/topics/finance/gov-cities-create-music-festivals.html>.

³⁸ European Festival Research Group, <http://www.efa-aef.eu/en/activities/efrp/>, accessed October 2012.

³⁹ Ben Janeczko, Trevor Mules, Brent Ritchie, "Estimating the Economic Impacts of Festivals and Events: A Research Guide," Cooperative Research Centre for Sustainable Tourism, 2002, <http://www.sustainabletourisonline.com/destinations-and-communities/implementation/destination-development/destination-products-and-experiences/events-festivals>, accessed October 2012.

Healthy Lifestyle Trends and Active Living

Active Transportation – Bicycling and Walking

In many surveys and studies on participation in recreational activities, walking, running, jogging, and cycling are nearly universally rated as the most popular activities among youth and adults. Walking, jogging, and running are often the most highly participated in recreational activity, and cycling often ranks as the second or third most popular activity. These activities are attractive as they require little equipment, or financial investment, to get started, and are open to participation to nearly all segments of the population. For these reasons, participation in these activities are often promoted as a means of spurring physical activity, and increasing public health. The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy. The following trends as well as health and economic indicators are pulled from the Alliance for Biking and Walking's 2012 and 2014 Benchmarking Reports:

Public health trends related to bicycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1, and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Between 1966 and 2009, the number of children who bicycled or walked to school fell 75 percent, while the percentage of obese children rose 276 percent.
- Bicycling to work significantly reduces absenteeism due to illness. Regular bicyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.

Economic benefits of bicycling and walking include:

- Bicycling and walking projects create 8 to 12 jobs per \$1 million spent, compared to just 7 jobs created per \$1 million spent on highway projects.
- Cost benefit analyses show that up to \$11.80 in benefits can be gained for every \$1 invested in bicycling and walking.

National bicycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation since 2010. Twenty of the most populous U.S. cities have a functional bike share system.

Bicycle-friendly communities have been emerging over the last 10 years. In addition to being a popular recreational activity, cycling has become a desirable, regular mode of transportation as people consider the costs and challenges of commuting by car or public transportation, their desire for better health, and concern for the environment.

The Alliance for Biking and Walking published its “Bicycling and Walking in the United States: 2014 Benchmarking Report,”⁴⁰ updating its 2012 Benchmarking Report. The report shows that increasing bicycling and walking are goals that are clearly in the public interest. Where bicycling and walking levels are higher, obesity, high blood pressure, and diabetes levels are lower.

The Institute for Transportation & Development Policy published an updated Standard for Transportation Oriented Design (TOD) in March 2014, with accessible performance objectives and metrics, to help municipalities, developers and local residents design land use and built environment “to support, facilitate, and prioritize not only the use of public transport, but the most basic modes of transport, walking and cycling.” The TOD Standard, along with its performance objectives and scoring metrics, can be found at <https://www.itdp.org/tod-standard/>.⁴¹

Health and Obesity

According to the Centers for Disease Control and Prevention (CDC), obesity continues to be a serious issue in America, growing at an epidemic rate—almost tripling since 1990. Overall, more than one-third (35.7%) of adults and 17 percent of children in the United States are obese.⁴² These statistics illustrate the importance of intervention and curbing of the epidemic in youth. As obesity in the United States continues to be a topic of interest for legislators and our government, there continues to be research suggesting that activity levels are stagnant among all age groups. For example, the CDC has reported that:

- Only 25 percent of adults and 27 percent of youth (grades 9-12) engage in recommended levels of physical activity.
- Fifty-nine percent (59%) of American adults are sedentary.
- Children nationally spend between 4.5 to 8 hours daily (30 to 56 hours per week) in front of a screen (television, computer, or other electronic device).

Trails and Health

Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting, and horseback riding. Trails and community pathways are a significant recreational and alternative transportation infrastructure, but are most effective in increasing public health when they are part of a system. In fact, the Centers for Disease Control and Prevention’s Trails for Health Initiative⁴³ concluded that a connected system of trails increases the level of physical activity in a community. Several groups, including American Trails have created resources explaining the many benefits of trails: <http://www.americantrails.org/resources/benefits>.

⁴⁰ Alliance for Biking and Walking, *2014 Benchmarking Report*, <http://www.bikewalkalliance.org/download-the-2014-benchmarking-report>, accessed January 2015

⁴¹Institute for Transportation & Development Policy, “TOD Standard, Version 2.1,” March 2014, <https://www.itdp.org/tod-standard/>

⁴² Center for Disease Control and Prevention, “Obesity and Overweight – Facts,” <http://www.cdc.gov/obesity/data/facts.html>, accessed on October 3, 2012.

⁴³ Centers for Disease Control and Prevention, “Guide to Community Preventive Services,” <http://www.thecommunityguide.org/index.html>

The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a “linear park,” makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses, and neighborhoods.⁴⁴

Shade Structures – Solar Relief

Communities around the country are considering adding shade structures as well as shade trees to their parks, playgrounds and pools, as “a weapon against cancer and against childhood obesity,”⁴⁵ both to reduce future cancer risk and promote exercise among children. A 2005 study found that melanoma rates in people under 20 rose three percent a year between 1973 and 2001, possibly due to a thinning of the ozone layer in the atmosphere. It is recommended that children seek shade between 10 a.m. and 4 p.m., but with so little shade available, kids have nowhere to go. Additionally, without adequate shade, many play areas are simply too hot to be inviting to children. On sunny days, playground equipment can be hot enough to scald the hands of would-be users.

Trees would help provide protection, as tree leaves absorb about 95 percent of ultraviolet radiation, but they take a decade or more to grow large enough to make a difference. So many communities are building shade structures instead. The non-profit Shade Foundation of American is a good resource for information about shade and shade structures, www.shadefoundation.org.

Natural Environments and Open Space

Conservation

Parks and public lands are critical to the quality of life for all Americans, and that quality of life, for everyone, in any community, is improved by clean, green, and accessible parks and open space. Parks and open spaces serve an essential role in preserving natural resources and wildlife habitat, protecting clean water and clean air, and providing open space for current and future generations. Parks also provide an essential connection for Americans of all ages and abilities to the life-enhancing benefits of nature and the outdoors.⁴⁶ In 2013 the National Recreation and Parks Association (NRPA) further emphasized the critical role parks and recreation agencies play in conserving open spaces and natural resources when it included “conservation” as one of its “three pillars” or guiding themes (social equity, health and wellness, and conservation). The three pillars were created as a means of encapsulating all the areas where parks and recreation professionals make an impact into six words.⁴⁷

⁴⁴ National Trails Training Partnership, “Health Community: What you should know about trail building,,” <http://www.americantrails.org/resources/health/healthcombuild.html>, accessed May 2016

⁴⁵ Liz Szabo, “Shade: A weapon against skin cancer, childhood obesity,” *USA Today*, June 30, 2011, www.usatoday.com/news/health/wellness/story/2011/06/Shade-serves-as-a-weapon-against-skin-cancer-childhood-obesity/48965070/1, accessed May 2015

⁴⁶ National Parks and Recreation Association, “Role of Parks and Recreation in Conservation,” <http://www.nrpa.org/About-NRPA/Position-Statements/Role-of-Parks-and-Recreation-in-Conservation>, accessed May 2016

⁴⁷ Elizabeth Beard, “Pillars of Our Community,” *Parks and Recreation*, April 1, 2016, <http://www.parksandrecreation.org/2013/April/Pillars-of-Our-Communities>, accessed May 2016

In addition to being stewards of public open spaces and natural resources, parks and recreation agencies are extremely well positioned within communities to engage people of all ages with nature; educate the public about the outdoors and environmental issues; coordinate stewardship projects with public, non-profit, and private entities; and lead by example in land and resource conservation efforts. In defining its position on the role of parks and recreation agencies in conservation, NRPA noted the following benefits of conservation and environmental stewardship:

- Providing carbon-reducing sustainable landscapes that cleanse air and water, replenish aquifers, reduce storm water runoff, and protect wildlife habitat.
- Offering the public access to safe, affordable, and healthy ways to experience and appreciate nature.
- Contributing significantly to the economic well-being of communities through energy and resources conservation and providing many economic benefits to communities derived from outdoor recreation.

Additionally, NRPA noted the following points and examples to support its position that parks and recreation agencies play a major role in land and natural resource conservation:

- Outdoor recreation was estimated to have generated \$646 billion in consumer spending in 2012, according to the Outdoor Industry Association, and in 2016 the American Recreation Coalition estimated outdoor recreation will generate more than \$650 billion in consumer spending.
- The return on investment from protecting open space for public benefit from ecosystem services of water filtration, climate change protection, and other aspects of conserving public open space is estimated to be 100 to 1, according to a study by the Gund Institute for Ecological Economies at the University of Vermont.
- The number of Denver residents in 1980 who said they would pay more to live near a greenbelt or park: 16 percent. The number in 1990: 48 percent.
- The estimated gross increase in residential property value resulting from proximity to San Francisco’s Golden Gate Park is \$500 million to \$1 billion.
- In Pima City, Arizona, wildlife viewing in one year amounted to an estimated \$173.5 million in direct spending; \$90.7 million in salaries and wages associated with 3,196 jobs; and about \$9.9 million in state sales and fuel tax revenue, according to the Arizona Department of Fish and Game.
- Public support for land conservation and open space protection ballot measures has remained above 70 percent passage over the past decade, even during times of economic downturns and recessions.

Economic and Health Benefits of Parks

There are numerous economic and health benefits of parks, including the following:



- In 2016 in California alone, outdoor recreation generated \$92 billion in annual consumer spending, and \$6.2 billion in state and local tax revenue. Outdoor recreation was also estimated to generate 691,000 jobs in the State and an estimated \$30.4 billion in wages and salaries.⁴⁸
- In 2016, the Outdoor Industry Association estimated that national consumer spending on outdoor recreation generated \$887 billion in consumer spending, and directly supported 7.6 million jobs.
- Trails, parks, and playgrounds are among the five most important community amenities considered when selecting a home.
- Research from the University of Illinois shows that trees, parks, and green spaces have a profound impact on people's health and mental outlook.⁴⁹
- U.S. Forest Service research indicates that when the economic benefits produced by trees are assessed, the total value can be two to six times the cost for tree planting and care.⁵⁰
- Nearly half of active Americans regard outdoor activities as their main source of exercise.⁵¹

"The Benefits of Parks: Why America Needs More City Parks and Open Space," a report from the Trust for Public Land, makes the following observations about the health, economic, environmental, and social benefits of parks and open space:⁵²

- Physical activity makes people healthier.
- Physical activity increases with access to parks.
- Contact with the natural world improves physical and psychological health.
- Residential and commercial property values increase.
- Value is added to community and economic development sustainability.
- Benefits of tourism are enhanced.
- Trees are effective in improving air quality and act as natural air conditioners.
- Trees assist with storm water control and erosion.
- Crime and juvenile delinquency are reduced.
- Recreational opportunities for all ages are provided.
- Stable neighborhoods and strong communities are created.

Researchers have long touted the benefits of outdoor exercise. According to a study published in the "Journal of Environmental Science and Technology" by the University of Essex in the United Kingdom, "as little as five minutes of green exercise improves both mood and self-esteem."⁵³ A new trend started in China as they prepared to host the 2008 Summer Olympics. Their aim was to promote a society that promotes physical fitness and reaps the benefits of outdoor exercise by working out on outdoor fitness equipment.

⁴⁸ Outdoor Industry Association, *The Outdoor Recreation Economy*,

https://outdoorindustry.org/images/researchfiles/OIA_OutdoorRecEconomyReport2012.pdf; accessed May 2016

⁴⁹ F.E. Kuo, "Environment and Crime in the Inner City: Does Vegetation Reduce Crime?" *Environment and Behavior*, Volume 33, p. 343-367

⁵⁰ Nowak, David J., "Benefits of Community Trees," Brooklyn Trees, USDA Forest Service General Technical Report

⁵¹ *Outdoor Recreation Participation Report 2016*

⁵² Paul M. Sherer, "The Benefits of Parks: Why America Needs More City Parks and Open Space," The Trust for Public Land, San Francisco, CA, 2006

⁵³ Sally Russell, "Nature Break: Five Minutes of Green Nurture," *Green Nurture Blog*, <http://blog.greennurture.com/tag/journal-of-environmental-science-and-technology>, accessed November 14, 2012.

The United States is now catching up on this trend, as parks and recreation departments have begun installing “outdoor gyms.” Equipment that can be found in these outdoor gyms is comparable to what would be found in an indoor workout facility, such as leg and chest presses, elliptical trainers, pull down trainers, etc. With no additional equipment such as weights and resistance bands, the equipment is fairly easy to install. Outdoor fitness equipment provides a new opportunity for parks and recreation departments to increase the health of their communities, while offering them the opportunity to exercise outdoors. Such equipment can increase the usage of parks, trails, and other outdoor amenities while helping to fight the obesity epidemic and increase the community’s interaction with nature.

Nature Programming

Noted as early as 2003 in *Recreation Management* magazine, parks agencies have been seeing an increase in interest in environmental-oriented “back to nature” programs. In 2007, the National Recreation and Park Association (NRPA) sent out a survey to member agencies in order to learn more about the programs and facilities that public parks and recreation agencies provide to connect children and their families with nature.⁵⁴ A summary of the results follow:

- Sixty-eight percent (68%) of public parks and recreation agencies offer nature-based programming and 61 percent have nature-based facilities.
- The most common programs include nature hikes, nature-oriented arts and crafts, fishing-related events, and nature-based education in cooperation with local schools.
- When asked to describe the elements that directly contribute to their most successful programs, agencies listed staff training as most important followed by program content and number of staff/staff training.
- When asked what resources would be needed most to expand programming, additional staff was most important followed by funding.
- Of the agencies that do not currently offer nature-based programming, 90 percent indicated that they want to in the future. Additional staff and funding were the most important resources these agencies would need going forward.
- The most common facilities include: nature parks/preserves, self-guided nature trails, outdoor classrooms, and nature centers.
- When asked to describe the elements that directly contribute to their most successful facilities, agencies listed funding as most important followed by presence of wildlife and community support.

Figures from the Association for Interpretative Naturalists, a national group of nature professionals, demonstrate that nature-based programs are on the rise. According to Tim Merriman, the association’s executive director, the group was founded in 1954 with 40 members. It now boasts 4,800 members, with research indicating that about 20,000 paid interpreters are working nationally, along with more than 500,000 unpaid volunteers staffing nature programs at parks, zoos, and museums. The growth of these programs is thought to come from replacing grandparents as the teacher about the “great outdoors.” It is also speculated that a return to natural roots and renewed interest in life’s basic elements was spurred as a response to the events of September 11, 2001.⁵⁵

⁵⁴ National Recreation and Parks Association, “NRPA Completes Agency Survey Regarding Children and Nature,” http://www.narrp.org/assets/Library/Children_in_Nature/nrpa_survey_regarding_children_and_nature_2007.pdf

⁵⁵ Margaret Ahrweiler, “Call of the Wild – From Beautiful Blossoms to Bugs and Guts, Nature Programs Are Growing as People Return to Their Roots,” *Recreation Management*, <http://recmanagement.com/200310fe04.php>, October 2003

In his book, Last Child in the Woods: Saving Children from Nature Deficit Disorder,⁵⁶ Richard Louv introduced the concept of the restorative qualities of being out in nature, for both children and adults. This concept, and research in support of it, has led to a growing movement promoting connections with nature in daily life. One manifestation of this is the development of Nature Explore Classrooms in parks. Nature Explore⁵⁷ is a collaborative program of the Arbor Day Foundation and the non-profit organization Dimensions Educational Research Foundation, with a mission of helping children and families develop a profound engagement with the natural world, where nature is an integral, joyful part of children's daily learning. Nature Explore works to support efforts to connect children with nature. More recently, Scott Sampson advanced the cause in a book entitled, How to Raise a Wild Child: The Art and Science of Falling in Love with Nature.⁵⁸ Citing research supporting his case that connecting with nature is vital to the healthy development of individuals, communities, and the world, Sampson offers practical and helpful advice to parents, educators, and any other would-be nature mentors to kids.

Riparian and Watershed Best Practices

As managers of large areas of public open space, and large areas of impervious surfaces, parking lots, and rooftops at facilities, parks and recreation agencies have been tasked with playing a larger role in the stewardship of water resources. Storm water management, floodplain conservation, coastal/shoreline management, and wetlands conservation are typical arenas in which parks and recreation agencies find themselves working, and agencies should be familiar with the various roles they will need to play in curbing water pollution and preserving natural systems that filter water. For example, several major metropolitan areas, including Houston, Texas, are investing in (often long neglected) riverfront parks, focusing improving the functionality of floodplains, outdoor recreation opportunities, and natural systems enhancements. Improvements such as those made at Houston's newly opened Buffalo Bayou Park provide a few examples.⁵⁹

Parks and recreation agencies can also play a key role in creating and implementing watershed management plans. Agencies can also supplement local and regional monitoring efforts of watersheds and riparian areas, assisting planners in their evaluation of the effectiveness of management plans and water quality improvement strategies. Regular monitoring can help identify changes in resource conditions, such as water levels, flow rates, pollution levels, and the effectiveness of pollution abatement measures and water resource improvement efforts.

⁵⁶ Richard Louv, Last Child in the Woods: Saving Children from Nature Deficit Disorder, Algonquin Books of Chapel Hill, California, 2005

⁵⁷ National Arbor Day Foundation, "What is the Nature Explore Program," http://www.arborday.org/explore/documents/NE_FAQ_002.pdf, accessed August 2012

⁵⁸ Scott D. Simpson, How to Raise a Wild Child: The Art and Science of Falling in Love with Nature, Houghton Mifflin Harcourt, New York, N.Y., 2015.

⁵⁹ Dianne Wray, "Buffalo Bayou Park Is Getting Ready to Open," *Houston Press*, September 15, 2015, <http://www.houstonpress.com/news/buffalo-bayou-park-is-getting-ready-to-open-7763987>, accessed May 2016

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See water.epa.gov⁶⁰ for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and make adjustments

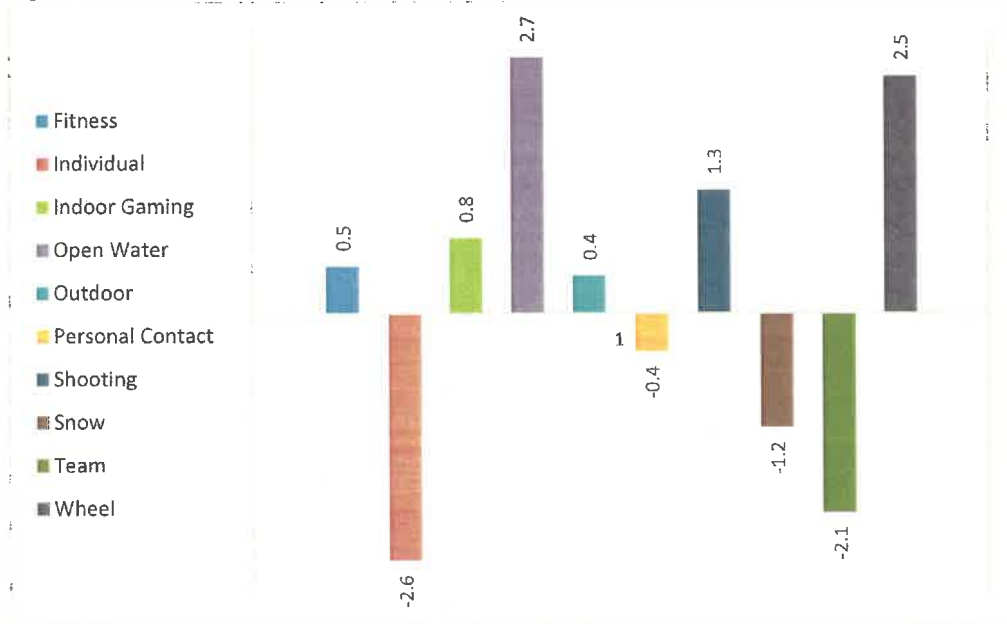
Sports and Recreation Trends

General Sports and Recreation Trends

The National Sporting Goods Association (NSGA) statistical survey on sports participation in the United States 2015 edition tracked participation in 54 different sports and activities for 2014. A summary of the survey results are noted in **Figure 55**, with several highlights below:⁶¹

- Participation increased in 33 sports and activities in 2014 over the previous year. Roughly half that number (17) of sports and activities saw increases in 2013 compared to 2012.
- Open water sports saw the highest percentage increase (2.7%) in terms of number of participants. The increase is attributed to growth in popularity of boating (motor/power boat), canoeing, and kayaking.
- Individual sports and activities experienced the highest decrease in participation, falling 2.6 percent in 2014 compared to the previous year. The decrease is attributed to declining participation in bowling, golf, and tennis.

Figure 55: Changes in Sport Activity Participation 2013 to 2014



Source: National Sporting Goods Association

⁶⁰U.S. Environmental Protection Agency, "Implement the Watershed Plan – Implement Management Strategies," <http://water.epa.gov/type/watersheds/datait/watershedcentral/plan2.cfm>

⁶¹ Irwin Broh Research, "Sports Participation in the United States 2015 Edition," National Sporting Goods Association, 2015

Longer term data from National Sporting Goods Association show that despite a recent downturn in the participation in the past year, over the past decade, participation in individual sports has increased, especially in aerobic exercising, exercise walking, exercising with equipment, hiking, kayaking, running/jogging, and yoga. **Table 7** illustrates a ten year change in participation for selected activities including both team sports and individual sports.⁶²

Table 7: Ten-Year History of Sports Participation (in millions) 2005-2014

Sport	2005	2007	2009	2011	2013	2014
Aerobic Exercising	33.7	34.8	33.2	42.0	44.1	44.2
Backpack/Wilderness Camping	13.3	13.0	12.3	11.6	12.2	12.0
Baseball	14.6	14.0	11.5	12.3	11.7	11.3
Basketball	29.9	24.1	24.4	26.1	25.5	23.7
Bicycle Riding	43.1	37.4	38.1	39.1	35.6	35.6
Camping (Vacation/Overnight)	46.0	47.5	50.9	42.8	39.3	39.5
Canoeing	N/A	N/A	N/A	N/A	6.7	7.3
Exercise Walking	86.0	89.8	93.4	97.1	96.3	104.3
Exercising with Equipment	54.2	52.9	57.2	55.5	53.1	55.1
Fishing (Salt Water)	10.0	10.4	8.2	9.7	9.5	9.4
Football (Flag)	N/A	N/A	N/A	N/A	6.8	6.3
Football (Tackle)	9.9	9.2	8.9	9.0	7.5	7.5
Football (Touch)	N/A	N/A	N/A	N/A	8.8	8.9
Golf	24.7	22.7	22.3	20.9	18.9	18.4
GymN/Astics	N/A	N/A	3.9	5.1	5.1	5.4
Hiking	29.8	28.6	34.0	39.1	39.4	41.1
Kayaking	N/A	5.9	4.9	7.1	8.1	9.0
Lacrosse	N/A	1.2	N/A	2.7	2.8	2.8
Mountain Biking (off road)	9.2	9.3	8.4	6.0	5.2	5.4
Running/Jogging	29.2	30.4	32.2	38.7	42.0	43.0
Scuba Diving (Open Water)	N/A	2.4	N/A	N/A	2.7	2.4
Skateboarding	12.0	10.1	8.4	6.6	5.0	5.4
Soccer	14.1	13.8	13.6	13.9	12.8	13.4
Softball	14.1	12.4	11.8	10.4	10.0	9.5
Swimming	58.0	52.3	50.2	46.0	45.5	45.9
Tennis	11.1	12.3	10.8	13.1	12.6	12.4
Volleyball	13.2	12.0	10.7	10.1	10.1	10.2
Weight Lifting	35.5	33.2	34.5	29.1	31.3	34.0
Work-Out at Club/Gym/Fitness Studio	34.7	36.8	38.3	34.5	34.1	35.9
Wrestling	N/A	2.1	3.0	3.2	3.1	2.9
Yoga	N/A	10.7	15.7	21.6	25.9	29.2

Source: National Sporting Goods Association

⁶² National Sporting Goods Association, "Historical Sports Participation 2015 Report," <https://www.nsga.org/research/nsga-research-offerings/sports-participation-historical-file-2015>, accessed April 2016

The Sports & Fitness Industry Association (SFIA) produces a yearly report on sports, fitness, and leisure activities in the United States. The following findings were highlighted in the 2016 report:⁶³

- Overall participation in sports, fitness, and related physical activities has fluctuated in recent years with an increase in team, winter, water, and fitness sports participation. Racquet and outdoor sport participation remained flat in 2015, while individual sports declined slightly.
- Team sports experienced the largest increase in participation, including at least a four percent increase in baseball, cheerleading, ice hockey, lacrosse, rugby, indoor soccer, team swimming, and flag and tackle football.
- Forty-three percent (43%) of parents reported an increase in spending on team sports at school in 2015.
- Twenty-eight percent (28%) of all Americans are inactive, while 31 percent are active to a healthy level.

Trends in Adult and Youth Recreation

Adult Recreation: Pickleball

No adult recreational sport is taking off faster than pickleball.⁶⁴ Pickleball is a racquet sport played on a badminton court with a lowered net, perforated plastic ball, and wood paddles. While it originated in the Pacific Northwest in the 1960s, it has grown exponentially since 2000. The USA Pickleball Association (USAPA) estimates that there were about 500 pickleball players in 2000, with that number growing to 125,000 in 2013. It's especially popular with the 50+ crowd because it is low impact but gets the heart rate pumping.⁶⁵ Pickle ball is an attractive programming option for recreation managers because it is adaptable to a variety of existing facilities – four pickleball courts fit in one tennis court.

Adult Sport Teams In and After the Work Place

Adult sports teams of all sorts, from competitive volleyball to local flag football teams to casual kickball, are becoming more and more popular around the country, especially among Millennials who grew up with a full extra-curricular schedule of team sports. While adult team sport participation is not limited to the millennial generation by any means, a recent survey conducted on behalf of the Sports Fitness Industry Association (SFIA) found that Millennials are twice as likely as Generation Xers (born between 1965 and 1979) to participate in team sports as adults.⁶⁶

Adult team sports are attractive as ways to be social, get exercise, or just for something to do after work. Instead of the bar scene, this provides a more comfortable form of interaction for many.⁶⁷

⁶³ Sports and Fitness Industry Association, "2016 Sports, Fitness and Leisure Activities Topline Participation Report"

⁶⁴ Chris Gelbach, "Never Stop Playing: Trends in Adult Recreational Sports" *Recreation Management*, September 2013, http://recmanagement.com/feature_print.php?fid=201309fe02, accessed January 2015

⁶⁵ David Crumpler, "Pickleball a fast-growing sport, especially for the 50 and older crowd," *Florida Times Union*, January 26, 2015, <http://jacksonville.com/prime-time/2015-01-26/story/pickleball-fast-growing-sport-especially-50-and-older-crowd>, accessed January 2015

⁶⁶ Sarah M. Wojcik, "Millennials Fuel Rise of For-profit Recreation Leagues," *The Morning Call*, <http://www.mcall.com/news/local/mc-millennials-adult-sports-leagues-20190727-story.html>, July 27, 2015, accessed July, 2015

⁶⁷ Liz Butterfield, "Adult Sport Leagues: The New After Work Social Scene," *RVA News*, <http://rvanews.com/sports/adult-sport-leagues-the-new-after-work-social-scene/100639>, August 8, 2013, accessed July, 2015

Sports teams in the work place are also a growing trend in the United States as companies look for new ways to keep their employees healthy and happy. The United States Tennis Association (USTA) promotes tennis in the work place, citing the following benefits:

- Developing team-building
- Creating leadership opportunities
- Increasing employee morale and overall health

A story on National Public Radio examined sports participation among adults in Finland.⁶⁸ Finland consistently makes the top-five list of “most physically active European countries” according to European Commission studies. There is a strong tradition of employers encouraging sports participation among their employees, which started about a century ago with the forest industry. These days, about 90 percent of employers provide some kind of support for their employees’ physical activity. Finns say it is understood that healthy employees do better work.

Youth Sports

The Sports & Fitness Industry Association (SFIA) produces a yearly report on sports, fitness, and leisure activities in the United States. The following findings regarding youth and sports were highlighted in the 2016 report.⁶⁹ In 2015 youth aged 6 to 16 (Generation Z) participation was highest for outdoor (62%), team (59%), and fitness sports (51%). Camping was a top interest for youth across the age spectrum, age 6 to 24.

In 2009, an article in *The Wall Street Journal* observed that at the close of the past decade, lacrosse had become one of the country’s fastest growing team sports. Participation in high-school lacrosse almost doubled in the first decade of the century. An estimated 1.2 million Americans over age 7 played lacrosse in 2009.⁷⁰ A 2011 report, U.S. Trends in Team Sports, finds that lacrosse and other niche team sports and volleyball are continuing to experience strong growth for youth and adults.⁷¹

Outdoor Recreation

Outdoor recreation trends are also a recurring topic of study by the United States Forest Service through the Internet Research Information Series (IRIS). An IRIS report dated January 2012⁷² provides the following recent nature-based outdoor recreation trends: Participation in walking for pleasure and family gatherings outdoors were the two most popular activities for the U.S. population as a whole. These outdoor activities were followed closely in popularity by viewing/photographing wildlife, boating, fishing, snow/ice activities, and swimming. There has been a growing momentum in participation in sightseeing, birding, and wildlife watching in recent years.

⁶⁸ Rae Ellen Bichell, “How Finns Make Sports Part of Everyday Life,” *National Public Radio Morning Addition*, July 28, 2015, <http://www.npr.org/sections/healthshots/2015/07/28/426748088>

⁶⁹ Sports and Fitness Industry Association, *2016 Sports, Fitness and Leisure Activities Topline Participation Report*, <http://www.sfia.org/reports/all/>.

⁷⁰ Evans and Trachtenberg, “Lacrosse Muscles Its Way West,” *The Wall Street Journal*, May, 2009.

⁷¹ SMGA, “2011 Preview: U.S. Trends in Team Sports,” Fall 2011,”

⁷² USDA Forest Service, “Recent Outdoor Recreation Trends,” *Internet Research Information Series (IRIS) Research Brief*, January 2012, <http://warnell.forestry.uga.edu/nrrt/nsre/IRISRec/IRISRec23rpt.pdf>, accessed August, 2012.

The Outdoor Foundation releases a “Participation in Outdoor Recreation Report” annually. According to the 2016 Topline Report,⁷³ nearly half (48.4%) of Americans participated in outdoor recreation activities in 2015. This figure remained static from 2015, but dropped slightly (less than 1%) from 2013, with extreme weather and an unusually cold winter likely contributed to the decline. Increased participation in outdoor recreation activities were strong in paddle sports, with stand up paddle boarding remaining the top outdoor activity for growth, with participation growing by 26 percent from 2014 to 2015.

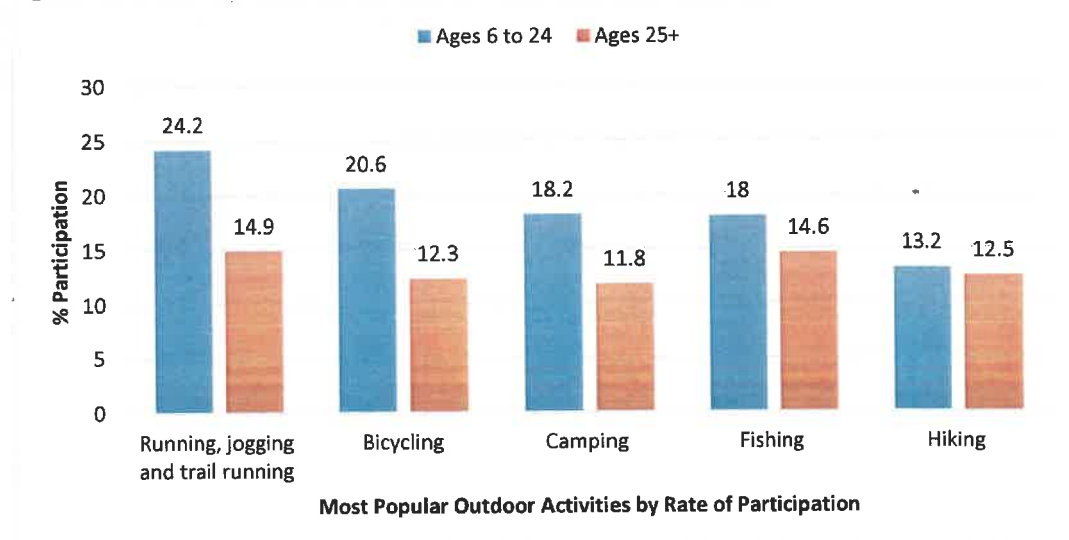
Additional key findings from the Outdoor Foundation’s 2016 “Outdoor Recreation Participation Topline Report” include:

Participation in Outdoor Recreation

- In 2015, 48.4% of Americans ages 6 and older participated in at least one outdoor activity. This equated to 142.4 million Americans who went on a collective 11.7 billion outdoor recreation outings.
- Top five participation percentage increase in outdoor activities in the past three years were in stand up paddling, triathlon (traditional/road), kayak fishing, triathlon (non-traditional/off-road), and trail running.
- Participation among youths ages 6 to 12 was at 63 percent, ages 13 to 17 was at 59 percent, and ages 18 to 24 was at 57 percent.
- Participation among adults ages 25 to 44 was at 56 percent, and 37 percent among adults ages 45 and older.

As illustrated in **Figure 56 to 58** the 2016 “Outdoor Recreation Participation Topline Report” also lists the most popular (by participation rate) and favorite (by frequency of participation) outdoor activities for youth and young adults ages 6 to 24, and adults over the age of 25 nationwide:

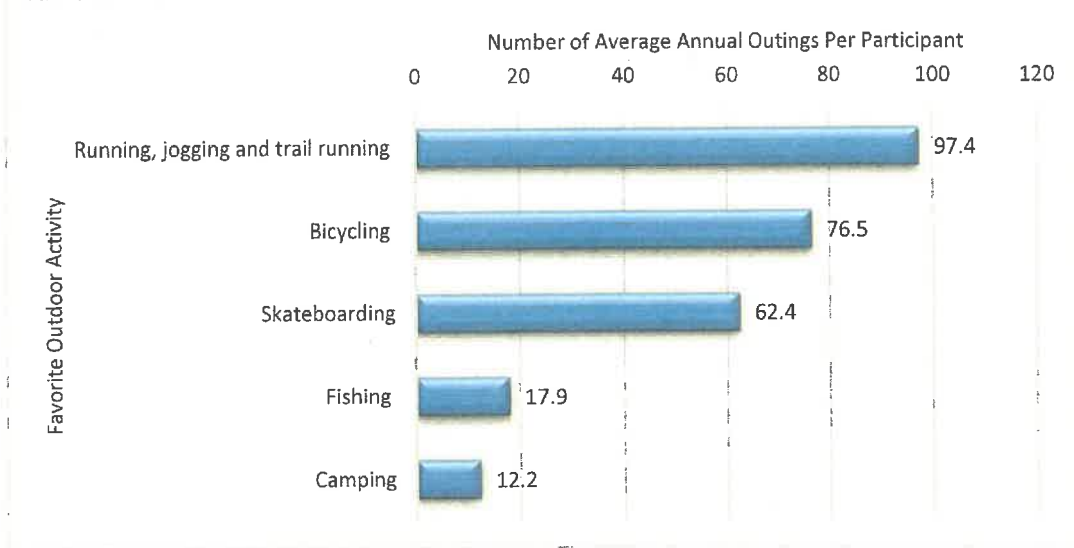
Figure 56: Most Popular Outdoor Activities by Rate of Participation



Source: 2016 Outdoor Recreation Participation Topline Report

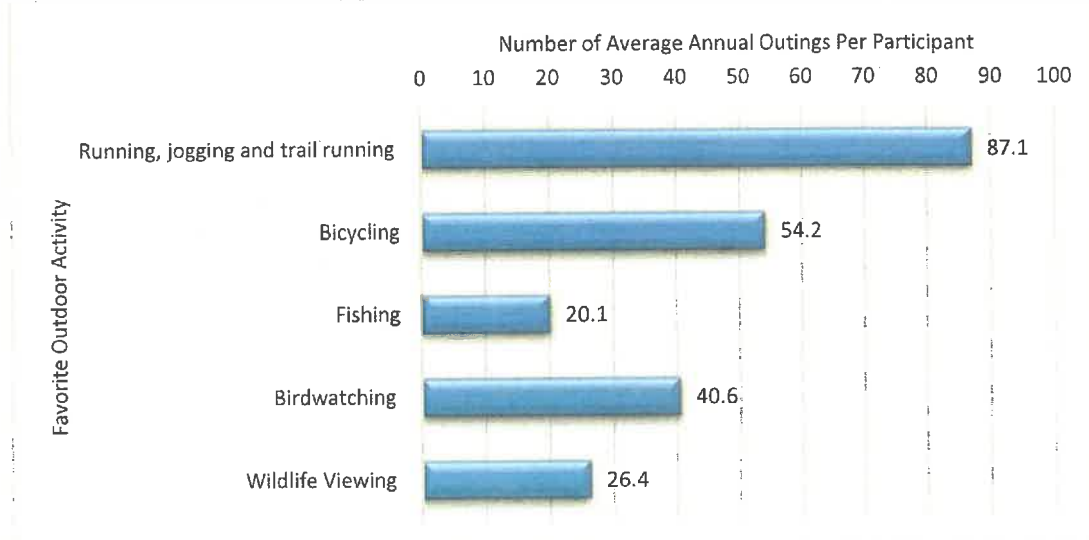
⁷³ Outdoor Recreation Participation Topline Report 2016

Figure 57: Favorite Outdoor Activities by Frequency of Participation among Youths and Young Adults (Ages 6 to 24)



Source: 2016 Outdoor Recreation Participation Topline Report

Figure 58: Favorite Outdoor Activities by Frequency of Participation among Adults (Age 25+)



Source: 2016 Outdoor Recreation Participation Topline Report

Trail Recreation and Cycling Trends

For trail-related recreation activities such as hiking, bicycling, and running, the 2016 *Outdoor Recreation Topline Report* indicates a positive three-year trend for trail running, running/jogging, hiking, mountain biking, and BMX biking, as shown on **Table 8**. Additionally, participation in trail running and BMX biking is up significantly over the recent three-year period.

Table 8: Cycling and Trail Recreation Participation by Activity (Ages 6+)

	2010	2011	2012	2013	2014	2015	3 Year Average Change
BMX Bicycling	2,369	1,547	2,175	2,168	2,350	2,690	7.5%
Bicycling (Mountain/Non-Paved Surface)	7,161	6,816	7,714	8,542	8,044	8,316	2.8%
Bicycling (Road/Paved Surface)	39,320	40,349	39,232	40,888	39,725	38,280	-0.8%
Hiking (Day)	32,496	34,491	34,545	34,378	36,222	37,232	2.6%
Running/Jogging	50,713	52,187	54,188	51,127	49,408	48,496	-2.3%
Trail Running	5,136	5,610	6,003	6,792	7,531	8,139	10.7%

Source: 2016 Outdoor Recreation Participation Topline Report

Other Cycling Trends

- Bicycle touring is becoming a fast-growing trend around the world, including the United States and Canada. “Travelers are seeking out bike tours to stay active, minimize environmental impact, and experience diverse landscapes and cityscapes at a closer level.”⁷⁴
- Urban bike tours, popular in cycle-friendly cities in Europe, are taking hold in the United States as well. Bikes and Hikes LA, an eco-friendly bike and hike sightseeing company founded last September, offers visitors the opportunity to “see the city’s great outdoors while getting a good workout.” In New York, a hotel and a bike store are partnering to offer guests cruisers to explore the city during the summer of 2014.⁷⁵
- One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes cannot be ridden, with tires that are up to five inches wide run at low pressure for extra traction. Most fat bikes are used to ride on snow but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that would not be possible otherwise.⁷⁶

Off-Highway Vehicles

A 2008 report by the US Fish and Wildlife Service⁷⁷ notes that Off-Highway Vehicle (OHV) use is recognized as one of the faster growing outdoor activities. Participation in the West (28%) is the highest of all regions of the U.S. While 78 percent of OHV users are Caucasian, American Indians have the highest participation rate, and Hispanics participated at more than twice the rate (26%) in 2007 as they did in 1999. The report noted that “Gaining a deeper understanding of OHV participants’ recreational values and preferences” will be a necessity for the sustainability of public lands such as national forests.

⁷⁴ Hope Nardini, “Bike Tourism a Rising Trend,” *Ethic Traveler*, <http://www.ethicaltraveler.org/2012/08/bike-tourism-a-rising-trend/>, accessed March 2014

⁷⁵ Michelle Baran, “New Trend: Urban Bike Tours in Los Angeles and New York,” *Budget Travel Blog*, <http://www.budgettravel.com/blog/new-trend-urban-bike-tours-in-los-angeles-and-new-york,11772/>, accessed March 2014

⁷⁶ Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” *Minnesota Cycling Examiner*, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.

⁷⁷ H. Ken Cordell, et al., “Off-Highway Vehicle Recreation in the United States and its Regions and States: An Update National Report from the National Survey on Recreation and the Environment (NSRE),” U.S. Forest Service IRIS Series, <http://www.fs.fed.us/recreation/programs/ohv/IrisRec1rpt.pdf>, February, 2008.

Adventure Sports and Zip Lines

Adventure sports of various kinds have increased in popularity since the 1970. These sports include a spectrum of sports labeled “alternative,” “Extreme,” “X,” “gravity,” “lifestyle” and “action sports.” As explained by Gunnar Breivik⁷⁸ from the Norwegian School of Sport Sciences, the adventure sports concept contains elements of challenge, excitement, and usually risk. They are individualistic pursuits that take place in demanding environments and tend to represent a freedom from a dominant sport culture. Three distinct alternative “types” of adventure sports participants are prevalent:

- Loose groups of alternative lifestyle people (sea kayaking, back-mountain skiing)
- Those involved in formal sports settings with competitions/associations (snowboard, climbing)
- Those involved with media, sponsors, entrepreneurs, making spectacular films with extreme stunts (extreme skiing, surfing)

In 2015, the following sports were listed as the “Top 10 Adventure Sports You Must Try Before You Die”:⁷⁹

10. **Paragliding** -- Free flying, light weight glider aircraft launched by foot with flights that can last 1 to 2 hours.
9. **Bungee Jumping** -- Elastic rope suspended around a person with a body harness who then jumps from a very high platform with a free fall of several meters.
8. **Whitewater Kayaking** -- Boat is taken through extreme currents in rivers, weirs, and waterfalls.
7. **Glacier Climbing** -- An exciting and challengingly dangerous sport that requires you to be fit and aware with basic nuances of ice axes, harnesses and safety ropes.
6. **Dirt Biking** -- Dirt bikes are rugged, lightweight, and powerful with suspension that absorbs impact from obstructions and large jumps, permitting travel through rock terrains and mountain regions.
5. **Skiing** -- A world championship event sport with fixed-heel bindings or free-heel bindings.
4. **Kite Wing** -- A wind-shaped sail designed to use wind power, lifts riders off varying surfaces such as ice, water, snow, asphalt, and packed sand. A kite winger can reach speeds of up to 55 mph.
3. **Bobsledding** -- Sport of sliding down an ice covered incline that’s replete with curves on a four runner sled that has no functional controls.
2. **Scuba Diving** -- Deep water diving (with a mandatory course) with self-contained underwater breathing apparatus and fins to propel movement, that allows you to experience the world of the sea.
1. **Zorbing** -- Zorbing offers the experience of rolling downhill inside an inflatable ball made of shock absorbent material that protects you while enjoying an amazing ride, varying in time and intensity.

According to a story by National Public Radio on August 28, 2012, zip line tours and aerial adventure parks are booming in the Northwest United States.⁸⁰ At least a dozen commercial zip line attractions have opened in Oregon, Washington, and Idaho, plus an equal number in Alaska and British Columbia. While there have been some grumblings about bringing in private business to public parks, zip line purveyors point out that they are fun, not too expensive to make, and safe.

⁷⁸ Gunnar Breivik, “Trends in Adventure Sports in a Post-Modern Society,” ResearchGate, March 2010.

⁷⁹ Chandrima, “Top 10 Adventure Sports You Must Try Before You Die,” List Dose, January 2015, <http://listdose.com/top-10-adventure-sports-you-must-try-before-you-die/>, accessed on January 22, 2016.

⁸⁰ Tom Banse, “Getting High in the Northwest...On Zip Lines,” National Public Radio Story, August 28, 2012, <http://www.npr.org/templates/story/story.php?storyId=160244351&ft=3&f=160244351>

Tacoma, Washington's public park district, MetroParks, recently opened a publicly-run zip line at its Northwest Trek Wildlife Park, looking to set itself apart from other local recreational opportunities and seeking to attract a different demographic. Municipal park departments around the country are looking at this booming trend and the potential revenue stream it can bring and are adding zip line attractions and aerial adventure parks to their public park offerings. Examples to consider are Coconino County's Tree Top Adventure Course, "Flagstaff Extreme Adventure Course," in Arizona: <http://www.flagstaffextreme.com>; the "Red Ore Zip Tour" at Red Mountain Park in Birmingham, Alabama: <http://www.redmountainpark.org/zip-line-trips>, and "The Beanstalk Journey Zip Line and Canopy Tour" at Catawba Meadows Park in Morganton, North Carolina: <http://www.redmountainpark.org/zip-line-trips>.

Therapeutic Recreation

The Americans with Disabilities Act of 1990 (ADA) established that persons with disabilities have the right to the same access to parks and recreation facilities and programming as those without disabilities. In 2004, The National Council on Disability (NCD) issued a comprehensive report, "Livable Communities for Adults with Disabilities."⁸¹ This report identified six elements for improving the quality of life for all citizens, including children, youth, and adults with disabilities. The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer, and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social, and recreational activities

Therapeutic services bring two forms of service for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many park and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In "Play for All—Therapeutic Recreation Embraces All Abilities," an article in *Recreation Management Magazine*,⁸² Dana Carman described resources for communities looking to expand their therapeutic recreation services.

Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with "invisible disabilities" such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders. A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When done well, these same strategies improve the recreation experience for everyone.⁸³

⁸¹ National Council on Disability, *Livable Communities for Adults with Disabilities*, December 2004, <http://www.ncd.gov/publications/2004/12022004>.

⁸² Dana Carman, "Play for All," *Recreation Management*, February 2007, <http://recmanagement.com/200710fe03.php>, accessed May 2016

⁸³ Kelli Anderson, "A Welcome Inclusion," *Recreation Management*, October 2010, <http://recmanagement.com/201010fe03.php>, accessed February 2015

Role and Response of Local Government

Collectively, these trends have created profound implications for the way local governments conduct business. Some local governments are now accepting the role of providing preventative health care through parks and recreation services. The following concepts are from the International City/County Management Association.⁸⁴

- Parks and recreation departments should take the lead in developing communities conducive to active living.
- There is growing support for recreation programs that encourage active living within their community.
- One of the highest priorities is a cohesive system of parks and trails and accessible neighborhood parks.

In summary, the United States, its states, and its communities share the enormous task of reducing the health and economic burden of obesity. While numerous programs, policies, and products have been designed to address the problem, there is no magic bullet to make it go away. The role of public parks and recreation as a health promotion and prevention agency has come of age. What matters is refocusing its efforts to insure the health, well-being, and economic prosperity of communities and citizens.

Administration Trends for Recreation and Parks

Municipal parks and recreation structures and delivery systems have changed, and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include the health care system, social services, justice system, education, the corporate sector, and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness.

The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

Listed below are additional administrative national trends:

- Level of subsidy for programs is lessening and more “enterprise” activities are being developed, thereby allowing subsidy to be used where deemed appropriate.
- Information technology allows for better tracking and reporting.
- Pricing is often determined by peak, off-peak, and off-season rates.
- More agencies are partnering with private, public, and non-profit groups.

Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.

⁸⁴ International City/County Management Association, www.ICMA.org, accessed June 2012.

The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves agencies. It is the only national accreditation of parks and recreation agencies, and is a valuable measure of an agency's overall quality of operation, management, and service to the community.

Americans with Disabilities Act (ADA) Compliance

On September 14, 2010 the U.S. Department of Justice (DOJ) issued an amended regulation implementing the Americans with Disabilities Act (ADA 2010 Standards),⁸⁵ and for the first time, the regulations were expanded to include recreation environment design requirements. Covered entities were to be compliant with design and construction requirements and the development of three-year transition plan by March 15, 2012. The deadline for implementation of the three-year transition plan was March 15, 2015.

Funding

According to *Recreation Management* magazine's 2015 "State of the Industry Report," survey respondents from parks and recreation departments/districts reporting about their revenues from 2012 through 2014 indicated a continued recovery from the impact of the recession of 2008. From 2013 to 2014, 44.1 percent of respondents reported that their revenues had either had increased and another 44.1 percent reported revenues staying steady. About 48.7 percent of respondents said they expected revenues to continue to increase in 2015, while 44 percent expected no change.

Trends in Marketing by Parks and Recreation Providers

Active Network offers expertise in activity and participation management. Its mission is to make the world a more active place. In its blog, the organization offered the following marketing mix ideas which came out of a meeting with park and recreational professionals in the Chicago area.⁸⁶

- Updated booths and community event presence—Utilization of a tablet or laptop to show programs you offer and provide event participants the opportunity to register on the spot.
- Facebook redirect app—This application redirects people automatically to the link you provide. Add it to your Facebook page.
- Instagram challenge—Think about how you can use mobile and social tools at your next event. It could be an Instagram contest during an event set up as a scavenger hunt with participants taking pictures of clues and posting them on Instagram.
- Social media coupons—Research indicates that the top reason people follow an organization on a social network is to receive discounts or coupons. Consider posting an event discount on your social networks redeemable by accessing on phone or printing out.

⁸⁵ U.S. Department of Justice, Americans with Disabilities Act, ADA Home Page, <http://www.ada.gov/>, accessed November 15, 2012.

⁸⁶ Active Network, <http://www.activenetwork.com>, accessed May 2014

Mobile marketing is a growing trend. Social websites and apps are among the most used features on mobile phones. Popular social media marketing tools include Facebook, Twitter, YouTube, Snapchat, Instagram and LinkedIn. Private messaging apps such as Snapchat and WhatsApp are being used more and more for live media coverage.⁸⁷

Ninety-one percent (91%) of Americans own a cell phone, and most use the devices for much more than phone calls. Young adults engage in mobile data applications at much higher rates than adults ages 30 and older. Usage rates trends indicate that Millennials tend to get information most frequently using mobile devices such as smartphones. For example, 97 percent of cell phone owners ages 18 to 29 send and receive text messages, compared to 94 percent of ages 30 to 49, 75 percent of ages 50 to 64, and 35 percent of those 65 and older. In 2016, the vast majority of the population in the United States has access to a smartphone, computer or other device, and is nearly always “connected.”

⁸⁷ Jacqueline Woerner, “The 7 Social Media Trends Dominating 2015,” Emarsys Blog, <http://www.emarsys.com/en/resources/blog/the-7-social-media-trends-dominating-2015/>, accessed February 26, 2015.

APPENDIX C: SAMPLE AGREEMENTS

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Conejo Recreation & Park District

GENERAL MANAGER
Jim Friedl

BOARD OF DIRECTORS
Susan L. Holt, Chair
Joe Gibson, Vice Chair
George M. Lange, Director
Ed Jones, Director
Chuck Huffer, Director

GENERAL MANAGER EMERITUS
Tex Ward

DATE: July 5, 2018

TO: Board of Directors

FROM: Jim Friedl, General Manager

SUBJECT: Amendments to Operating Agreement for Goebel Adult Community Center (aka "Senior Center") and the Land Lease for the Senior and Teen Center

RECOMMENDATIONS

1. Approve First Amendment to Operating Agreement with City of Thousand Oaks (City Contract No. 1680-1988) for the Goebel Adult Community Center (GACC) extending term for a period of 20 years.
2. Approve First Amendment to Land Lease with City of Thousand Oaks (City Contract No. 1681-1988) to provide consistent cessation of use and removal of improvement terms between GACC and Teen Centers.

BACKGROUND

The City and Conejo Recreation and Park District have collaborated on many projects over the years. The GACC and Alex Fiore Thousand Oaks Teen Center are two examples of the enhanced facilities and programs made possible by the long-standing cooperative approach pursued by City and District to deliver public facilities and services.

The term of the Operating Agreement for the GACC is expiring and staff is recommending the underlying Land Lease be updated to bring consistency between the Teen Center and GACC in terms of cessation of use and property disposition. The attached staff report prepared by the City provides additional information and includes the two proposed amended agreements, which City and District staff are recommending approval to the Council and CRPD Board respectively.

STRATEGIC PLAN COMPLIANCE

1.1 Offer diversified programs that meet the needs of the community and 1.1.1 expand program opportunities through partnerships. 4.0 Partnerships: Collaborate with other entities to fulfill the District's mission. 4.1 Develop, maintain and enhance relationships with the City of Thousand Oaks.

Attachments:

City Staff Report dated July 10, 2018 (including 2 attached First Amended Agreements)
City Contract 1680-88 (Operating Agreement for Senior Adult Center)
City Contract 1681-88 (Land Lease for Senior/Teen Center)

ADMINISTRATIVE OFFICES
403 West Hillcrest Drive • Thousand Oaks, CA 91360-4223
(805) 495-6471 • FAX: (805) 497-3199 • Email: parks@crpd.org • Website: www.crpdp.org

TO: Andrew P. Powers, City Manager
FROM: John F. Adams, Finance Director
DATE: July 10, 2018
SUBJECT: Amendments to Adult/Teen Center Agreements

RECOMMENDATION:

1. Approve First Amendment to Operating Agreement with Conejo Recreation and Park District (Contract No. 1680-1988) for the Goebel Adult Community Center to extend term for a period of 20 years.
2. Approve First Amendment to Land Lease with Conejo Recreation and Park District (Contract No. 1681-1988) to standardize terms.

FINANCIAL IMPACT:

No Additional Funding Requested. Minimal staff time to complete staff report is included in the Adopted FY 2017-18 General Fund Budget.

BACKGROUND:

In 1988, the City leased property from the Conejo Recreation and Park District (District) to construct the Goebel Adult Community Center (Adult Center) and the Alex Fiore Thousand Oaks Teen Center (Teen Center). Land Lease Agreement number 1681-1988 (Land Lease) has a 50-year term and expires in 2038.

In addition, the City and the District entered into Operating Agreement number 1680-88 (Operating Agreement) for the administration of the Adult Center. Pursuant to the Operating Agreement, the City maintains the building and improvements and pays for most utilities. The District provides programming and funds personnel and furnishings. The Operating Agreement has a 30-year term which expires in July 2018.

DISCUSSION/ANALYSIS:

City and the District have a history of a close cooperation in the development, construction, and operation of the important public facilities at the entrance to the Conejo Creek North Park: the Grant R. Brimhall Library, the Goebel Adult Community Center, and the Alex Fiore Teen Center. These facilities have proven to be highly successful and are very popular with City residents.

**Amendments to Adult/Teen Center Agreements
July 10, 2018
Page 2**

To maintain current funding and operations for the Adult Center, the Operating Agreement must be extended. The First Amendment to the Operating Agreement (Attachment #1) extends the agreement for a period of 20 years to coincide with the term of the lease.

Because the concept of a teen center was experimental in 1988, the Land Lease terms for the Teen Center and Adult Center are not the same. For example, whereas the lease for the Adult Center is for 50 years, the commitment to use the second facility as a Teen Center is limited to 30 years.

Over the last 30 years, the partnership with the District has worked well. Staff recommends that the lease be revised so that the terms apply equally to both facilities. This will not preclude the City and District from making mutually beneficial changes to partnership or modifying the use of the facilities in the future. Any such decisions can come out of a more robust and collaborative discussion of needs and vision for the future.

Staff recommends that both the Adult Center and Teen Center be subject to the same terms for cessation of use and ownership of improvements. The proposed First Amendment to the Land Lease (Attachment #2), provides that should the Teen Center cease to function as a teen center at any point during the lease term, both the City and the District must agree to a new use of the land and building.

COUNCIL GOAL COMPLIANCE:

Meets City Council Goals B and F:

- B. Operate City government in a fiscally and managerially responsible and prudent manner to ensure that the City of Thousand Oaks remains one of California's most desirable places to live, work, visit, recreate, and raise a family.
- F. Continue City's commitment to community and cultural programs and services (such as Performing Arts/Theatres, Libraries, TOTV, Visual Arts, Youth and Senior Programs).

PREPARED BY: Jane Adelman, Debt and Investment Analyst

Attachments:

- Attachment #1 – First Amendment to Operating Agreement No. 1680-1988
- Attachment #2 – First Amendment to Land Lease No. 1681-1988

Project Name: Senior Center

**FIRST AMENDMENT TO
OPERATING AGREEMENT
BETWEEN THE CITY OF THOUSAND OAKS
AND
THE CONEJO RECREATION AND PARK DISTRICT
FOR THE SENIOR ADULT CENTER**

Contract No. 1680-1988

THIS FIRST AMENDMENT to the Operating Agreement Between the City of Thousand Oaks, a municipal corporation, (hereafter "City") and the Conejo Recreation and Park District, a California special district, (hereafter "DISTRICT") for the Senior Adult Center, entitled Operating Agreement Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Senior Adult Center and dated July 12, 1988 (herein "Agreement") is made this 10th day of July, 2018.

RECITALS

- A. Section 2 of Agreement, currently, and as may have been previously amended, provides for a termination date of July 12, 2018.
- B. CITY and DISTRICT desire to extend the date of the Agreement and update the notice provisions while keeping all other terms intact.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Agreement agree to amend Agreement as described below:

Part 1. The Agreement is extended for a period of twenty years and Section 2 is hereby amended to read in its entirety as follows:

The term of this agreement shall be for a period of 50 years, which term shall commence upon the date of this agreement. However, that notwithstanding any other provision of this agreement, either party may cancel and terminate this agreement, with or without cause, and shall have no further obligations hereunder, by giving a written notice of said termination to the other party at least sixty (60) days prior to June 30th of each and every year of the term hereof.

In the event written notice of termination is not timely (on or before sixty (60) days prior to June 30), said notice shall become effective, and the termination pursuant thereto shall become effective on June 30 of the following year.

Part 2. Section 12 is hereby amended to read in its entirety as follows:

Notices given pursuant to the provisions of this agreement or necessary to carry out its provision shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid addressed to such person. The addresses for this purpose shall be as follows:

City:
City Manager
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

District:
General Manager
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks, CA 91360

Part 3. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Part 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Operating Agreement Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Senior Adult Center as of the date set forth above.

**CONEJO RECREATION AND PARK
DISTRICT**

CITY OF THOUSAND OAKS

Susan L. Holt, Chair

Andrew P. Fox, Mayor

ATTEST:

ATTEST:

Jim Friedl, General Manager

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED AS TO FORM:

Tracy M. Noonan, City Attorney

Recording Requested by and
when recorded return to:

Finance Director
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

Project Name: Sr/Teen Center Lease

**FIRST AMENDMENT TO LAND LEASE
BETWEEN THE CITY OF THOUSAND OAKS AND
THE CONEJO RECREATION AND PARK DISTRICT
FOR THE LEASE OF A PARCEL OF LAND FOR THE
CONSTRUCTION OF A SENIOR ADULT FACILITY AND TEEN CENTER**

Contract No. 1681-1988

THIS FIRST AMENDMENT to the land lease entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **CONEJO RECREATION AND PARK DISTRICT** ("District"), entitled Land Lease Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Lease of a Parcel of Land for the Construction of a Senior Adult Facility and Teen Center, recorded in the Official Records of Ventura County as Document No. 89-038114 and dated July 12, 1988 (herein "Lease") is entered this 10th day of July 2018.

RECITALS

- A. Section 5 A of Lease relating to cessation of use, currently, and as may have been previously amended, contains different provisions for cessation of use of the Teen Center and the Senior Adult Center.
- B. Section 8 of the Lease relating to ownership and removal of improvements, currently, and as may have been previously amended, contains different provisions for ownership and removal of improvements upon lease expiration of the Teen Center and the Senior Adult Center.
- C. Section 21 of the Lease relating to notices, currently, and as may have been previously amended, contains outdated addresses for the parties.
- D. The parties desire to amend the Lease so that the Teen Center and the Senior Adult Center are subject to the same provisions regarding cessation of use and ownership and removal of improvements.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Lease agree to amend Lease as described below:

Part 1. Section 5. A. 1) **Teen Center** of the Lease is hereby amended to read in its entirety as follows:

Teen Center - should the Teen Center cease being used as such during any time during the leasehold interest, the Teen Center and the entire premises may be used only for such uses as may be mutually agreeable to the City and District.

Part 2. Section 8. **Ownership and Removal of Improvements** of the Lease is hereby amended to read in its entirety as follows:

All improvements placed on the Premises by City during the term of this Agreement, shall be the property of the City until this lease expires when any left on the land shall become the property of the District. City shall be allowed a reasonable period of time after such termination in which to remove any fixtures or improvements.

Part 3. Section 21. Notices and Payments of the Lease is hereby amended to read in its entirety as follows:

All notices required under this Agreement including change of address shall be in writing. All notices shall be made as follows:

A. All notices to District shall be given or mailed to:

General Manager
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks CA 91360

B. All notices to City shall be given or mailed to:

City Manager
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks CA 91362

Part 4. All terms used in Part 1 and 2 above shall have the meanings ascribed thereto in Lease. Except as amended in Part 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Land Lease Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Lease of a Parcel of Land for the Construction of a Senior Adult Facility and Teen Center as of the date set forth above.

CONEJO RECREATION AND PARK DISTRICT

Susan L. Holt, Chair

ATTEST:

Jim Friedl, General Manager

CITY OF THOUSAND OAKS

Andrew P. Fox, Mayor

ATTEST:

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED AS TO FORM:

Tracy M. Noonan, City Attorney

Recording Requested by and
when recorded return to:

Finance Director
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

Project Name: Sr/Teen Center Lease

**FIRST AMENDMENT TO LAND LEASE
BETWEEN THE CITY OF THOUSAND OAKS AND
THE CONEJO RECREATION AND PARK DISTRICT
FOR THE LEASE OF A PARCEL OF LAND FOR THE
CONSTRUCTION OF A SENIOR ADULT FACILITY AND TEEN CENTER**

Contract No. 1681-1988

THIS FIRST AMENDMENT to the land lease entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **CONEJO RECREATION AND PARK DISTRICT** ("District"), entitled Land Lease Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Lease of a Parcel of Land for the Construction of a Senior Adult Facility and Teen Center, recorded in the Official Records of Ventura County as Document No. 89-038114 and dated July 12, 1988 (herein "Lease") is made this ____ day of July 2018.

RECITALS

- A. Section 5 A of Lease relating to cessation of use, currently, and as may have been previously amended, contains different provisions for cessation of use of the Teen Center and the Senior Adult Center.
- B. Section 8 of the Lease relating to ownership and removal of improvements, currently, and as may have been previously amended, contains different provisions for ownership and removal of improvements upon lease expiration of the Teen Center and the Senior Adult Center.
- C. Section 21 of the Lease relating to notices, currently, and as may have been previously amended, contains outdated addresses for the parties.
- D. The parties desire to amend the Lease so that the Teen Center and the Senior Adult Center are subject to the same provisions regarding cessation of use and ownership and removal of improvements.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Lease agree to amend Lease as described below:

Part 1. Section 5. A. 1) Teen Center of the Lease is hereby amended to read in its entirety as follows:

Teen Center - should the Teen Center cease being used as such during any time during the leasehold interest, the Teen Center and the entire premises may be used only for such uses as may be mutually agreeable to the City and District.

Part 2. Section 8. Ownership and Removal of Improvements of the Lease is hereby amended to read in its entirety as follows:

All improvements placed on the Premises by City during the term of this Agreement, shall be the personal property of the City until this lease expires when any left on the land shall become the property of the District. City shall be allowed a reasonable period of time after such termination in which to remove any fixtures or improvements.

Part 3. Section 21. Notices and Payments of the Lease is hereby amended to read in its entirety as follows:

All notices required under this Agreement including change of address shall be in writing. All notices shall be made as follows:

A. All notices to District shall be given or mailed to:

General Manager
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks CA 91360

B. All notices to City shall be given or mailed to:

City Manager
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks CA 91362

Part 4. All terms used in Part 1 and 2 above shall have the meanings ascribed thereto in Lease. Except as amended in Part 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Land Lease Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Lease of a Parcel of Land for the Construction of a Senior Adult Facility and Teen Center as of the date set forth above.

CONEJO RECREATION AND PARK DISTRICT

Susan L. Holt, Chair

ATTEST:

Jim Friedl, General Manager

CITY OF THOUSAND OAKS

Andrew P. Fox, Mayor

ATTEST:

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers
City Manager

APPROVED AS TO FORM:

Tracy Noonan
City Attorney

Recording Requested by
and when recorded return :

First American Title
2520 Financial Square
Oxnard CA 93030

Attn: Subdivision
8800 3480

89-038114

Rec Fee .00
Total .00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 13-Mar-89

89 APR -4 PM 4:50

CITY OF
THOUSAND OAKS

CC 18

**LAND LEASE BETWEEN THE CITY OF THOUSAND OAKS
AND THE CONEJO RECREATION AND PARK DISTRICT
FOR THE LEASE OF A PARCEL OF LAND
FOR THE CONSTRUCTION OF A SENIOR ADULT FACILITY
AND TEEN CENTER**

This Agreement is entered into this 12th day of July,
1988 by and between the City of Thousand Oaks, a municipal
corporation, created and existing by virtue of the laws of the
State of California, hereinafter called "City" and the Conejo
Recreation and Park District, hereinafter called "District".

WHEREAS, there is a need for an expanded senior adult center in
the Conejo Valley to replace the Goebel Senior Center on Conejo
School Road; and

WHEREAS, there is also a need for a teen center to provide
community youth a social, recreational and educational center;
and

WHEREAS, it has been determined by City and District that the
most desirable locations is on the north side of Janss Road and
east of the Thousand Oaks (23) Freeway on the Conejo Creek Park
property; and

WHEREAS, District desires to make such land available to City for
the construction of a Senior Adult Center and Teen Center and
appurtenant facilities which will be operated by the District;
and

WHEREAS, there has been a long history of cooperative
relationships between the two agencies involving, but not limited
to, the purchase and development of park properties for the
benefit of the entire community; and

WHEREAS, the Senior Adult Center will enhance the leisure time
capabilities of the senior adult populous of the Conejo Valley
and the Teen Center will provide a safe place for teens to
partake in non-school activities; and

WHEREAS, District may desire to construct, or cause to be
constructed, recreation facilities as an adjunct to the Senior
Adult Center and Teen Center, thereby directly enhancing the
capabilities of District to deliver recreation services; and

Contract No. 1681-88

#3168

WHEREAS, the City and the District have formed a Joint Powers Authority, created on December 17, 1985, for the purpose of operating that facility; and

WHEREAS, the City and Thousand Oaks Redevelopment Agency have formed a Public Financing Authority for the purpose of financing various public facilities through issuance and sale of Certificates of Participation.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. PROPERTY LEASED

District hereby leases to City and City hereby rents for the sum of one dollar (\$1.00) per year from District the property, hereinafter called "Premises", located in the County of Ventura, State of California, described as follows:

That portion of Parcel "C" LD 428 in the City of Thousand Oaks, County of Ventura, State of California, as per map recorded in Book 31, Page 99 of the parcel map in the office of the County Recorder of said County as described in Exhibits A and B attached.

2. TERM

The term of this Agreement shall be for a period of fifty (50) years commencing on the first day of the calendar month following the day the Agreement has been executed by both parties.

3. OPTION

City may, at its option, extend this Agreement for two additional twenty-four (24) year periods. Each period shall commence on the day following the termination of the preceding term and shall terminate twenty-four (24) years after the termination of the preceding term. The option for each period shall be exercised separately by City giving District written notice at least six (6) months prior to the expiration of each applicable period. The extensions shall be on all the terms and conditions as are contained herein.

4. HOLDOVER

If City holds possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, with consent of District, either expressed or implied,

City shall become a tenant from month to month. Such tenancy to be subject to all of the terms and conditions of this Agreement.

5. USE

The property shall be used for a Senior Adult Center of approximately 17,000 square feet which will be constructed and owned by the City on this site to be operated by the District to provide leisure, recreational, social and educational services to seniors and adults. A Teen Center of approximately 13,000 square feet will be constructed and owned by the City on this site to provide leisure, recreational, social and educational services to teens. However, other incidental public uses may also occur at the Senior Center and Teen Center. The City will also construct and own three parking lots on the property which may be used jointly by patrons of the Senior Adult Center, Teen Center and Library.

A. Cessation of Original Use

- 1) Teen Center - notwithstanding the foregoing, should the Teen Center cease being used as a Teen Center prior to the expiration of 30 years, or during the period when certificates of participation are outstanding, whichever occurs first, the Teen Center building, improvements and appurtenances shall be available for use only as mutually agreed between City and District. If the Premises cease to be used as a Teen Center after the expiration of the above period, the building, improvements and appurtenances shall be the property of the District.
- 2) Senior Adult Center - should the Senior Adult Center cease operations as such during any time during the leasehold interest, the Center and the entire premises may be used only for such uses as may be mutually agreeable to the City and District.

6. CONSIDERATION

In full consideration for use of Premises over the term of this Agreement and any extensions thereof, City will cause to be developed a Senior Adult Center and a Teen Center on the premises. District has determined that a Senior Adult Center and Teen Center will be compatible with the proposed uses of District's adjoining property and will enhance its adjoining property.

7. IMPROVEMENTS BY CITY

The City may make such excavation of and do such grading of the Premises, and may place such improvements on the Premises, as the City may time to time deem desirable, subject to the review and approval of the District. Once improvements have been placed pursuant to the provisions of this agreement, City may, at City's option and expense, thereafter make minor modifications of such improvements. For the purpose of this agreement, City may, at City's option and expense, thereafter make minor modifications of such improvements. For the purpose of this agreement, any modification which entails a change in the location of, amount of land covered by, basic exterior dimensions of, or basic exterior appearance of any improvement is not a "minor modification" and shall be subject to the prior approval of the District.

At the request of the District, the City shall process and approve a parcel map subdividing the property into two parcels with the interior subdivision line dividing the properties between the teen center and senior center at a location as approved by the District.

8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS

All improvements placed on the Premises by City during a period of 30 years from the date of this Agreement, or during the period when Certificates are outstanding, whichever event ends first, shall be the personal property of Public Financing Authority. Any such improvements associated with the Teen Center which remain on the Premises upon the expiration of that period shall be disbursed according to the direction of the Joint Powers Authority, or as stated in the Joint Exercise of Powers Agreement. The Senior Adult Center improvements shall be the property of the City until this lease expires when any left on the land shall become the property of the District. City shall be allowed a reasonable period of time after such termination in which to remove any fixtures or improvements.

9. REPAIRS AND MAINTENANCE

Except as provided in the operating agreement between the City and the District, the City shall provide and maintain, at its expense, all interior and exterior maintenance of the Senior Adult Center, including exterior and interior custodial services, planting and irrigation systems. The Joint Powers Authority shall provide and maintain the Teen Center at its expense, including exterior and interior custodial services, planting and irrigation systems.

10. ENTRY ON PREMISES

City and District may enter upon the Premises and any improvements placed thereon at all reasonable times to examine the condition thereof and for the purpose of providing such maintenance as the District desires to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by entity (City or District) on the Premises. District shall restore at its expense any improvements affected by District's exercise of its rights granted hereunder.

11. ASSIGNMENT AND SUBLETTING: FUTURE SUBLEASE OF TEEN CENTER TO JOINT POWERS AUTHORITY FOR OPERATION

City shall have the right to assign this Agreement and/or to sublet to an entity formed by City, or City and others, for the purpose of financing the Senior Adult Center and Teen Center facilities. As one of the purposes for this land lease, the City will lease the land to a specially created entity (Public Financing Authority) which will issue and sell certificates of participation to raise money to construct the Teen Center and Senior Adult Center. After the Public Financing Authority has issued said certificates and constructed these facilities, these improvements will be leased to the City. The City's rental payments under that facility lease are the source of repayment and security for the certificates. Once the City has leased back the land and constructed facilities it shall sublease the Teen Center to the Teen Center and Services Joint Powers Authority created between the City and the District for the purpose of operating that facility. Any other assignment or subletting shall be with the written consent of District. District shall not arbitrarily withhold such consent but shall give such consent in every instance wherein District's interest will not be affected to its detriment.

12. DEFAULT OR BREACH

Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within thirty (30) days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach.

13. WAIVER

A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

14. PARTIES BOUND AND BENEFITTED

The covenants, terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assignee of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

15. CONDEMNATION

If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, City shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If City remains in possession, all of the terms hereof shall continue in effect. If such taking under the power of eminent domain occurs, those payments attributable to the improvements of City shall belong to City, and those payments attributable to the real property of district shall belong to District. If either the whole or part of the Premises should be taken by a public authority under the power of eminent domain, or if an act or omission of inverse condemnation shall occur causing damage to this property, the District's interest shall be valued based upon the full fair market value of the property interest taken or compromised as though the leasehold interest did not exist on the subject property. The City interest in such case shall be valued based upon the buildings, improvements and appurtenances minus any reversionary interest of the District therein.

16. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto and no obligation other than those set forth herein will be recognized.

17. AGREEMENT MODIFICATION

This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto.

18. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

19. ARTICLE HEADINGS

Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

20. RECORDATION

This signatures of the parties to this Agreement shall be acknowledged, and the Agreement shall be recorded in the Office of the Ventura County Recorder.

21. NOTICES AND PAYMENTS

All notices required under this Agreement including change of address shall be in writing. All notices shall be made as follows:

A. All notices to District shall be given or mailed to:

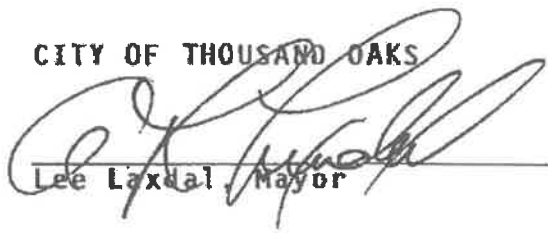
Conejo Recreation and Park District
1 Boardwalk
Thousand Oaks CA 91360

B. All notices to City shall be given or mailed to:

City of Thousand Oaks
2150 W. Hillcrest Drive
Thousand Oaks CA 91320

In witness whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF THOUSAND OAKS



Lee Laxdal, Mayor

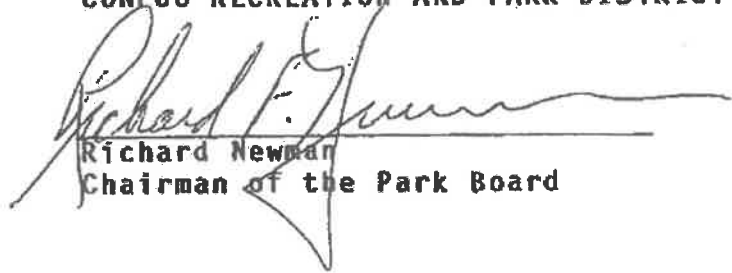
ATTEST:



Nancy A. Dillon, City Clerk

Contract No: 1681-88


CONEJO RECREATION AND PARK DISTRICT


Richard Newman
Chairman of the Park Board

APPROVED AS TO FORM:


Mark G. Sellers
City Attorney

APPROVED AS TO ADMINISTRATION:


Grant R. Brimhall
City Manager

CMO/lj
D175/A

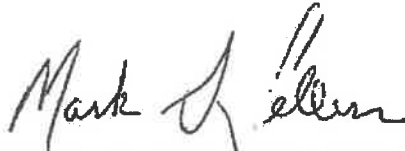
PUBLIC AGENCY

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.

On this 12 day of July 1988, before me, the undersigned, appointed City Attorney of the City of Thousand Oaks and authorized to acknowledge instruments pursuant to Civil Code Section 1182, in and for said County and State,

personally appeared MJ V. Lazz for Grant R. Brimhall, personally known to be the person who executed this instrument as City Manager for the City of Thousand Oaks, and acknowledged to me that the City of Thousand Oaks executed it.

WITNESS my hand.



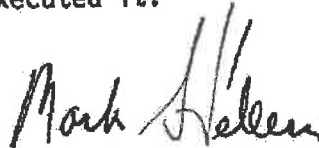
MARK G. SELLERS, CITY ATTORNEY
City of Thousand Oaks

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

On this 12 day of July 1988, before me, the undersigned, appointed City Attorney of the City of Thousand Oaks, and authorized to acknowledge instruments pursuant to Civil Code Section 1181, in and for said County and State,

personally appeared Richard Newman, personally known to be the person who executed this instrument as Chairman of the Board for the Conejo Recreation and Park District, and acknowledged to me that the Conejo Recreation and Park District executed it.

WITNESS my hand.



MARK G. SELLERS, CITY ATTORNEY
City of Thousand Oaks

COUNTY OF VENTURA)

On this 12 day of July 19 88, before me, the undersigned, appointed City Attorney of the City of Thousand Oaks, and authorized to acknowledge instruments pursuant to Civil Code Section 1181, in and for said County and State,

personally appeared Lee Laxdal, personally known to be the person who executed this instrument as Mayor for the City of Thousand Oaks, and acknowledged to me that the City of Thousand Oaks executed it.

WITNESS my hand.



MARK G. SELLERS, CITY ATTORNEY
City of Thousand Oaks

PUBLIC AGENCY

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.

On this 12 day of July 19 88, before me, the undersigned, appointed City Attorney of the City of Thousand Oaks and authorized to acknowledge instruments pursuant to Civil Code Section 1182, in and for said County and State,

personally appeared Nancy A. Dillon, personally known to be the person who executed this instrument as City Clerk for the City of Thousand Oaks, and acknowledged to me that the City of Thousand Oaks executed it.

WITNESS my hand.



MARK G. SELLERS, CITY ATTORNEY
City of Thousand Oaks

LEGAL DESCRIPTION

That portion of Section 3, Township 1 north, Range 19 west, Rancho El Conejo, in the County of Ventura, State of California, as per map recorded in Book 1, Page 746 of Deeds, in the office of the County Recorder of said County, described as follows:

Beginning at the most westerly corner of Parcel "A" of LD 428 as per map recorded in Book 31, Page 99 of parcel maps in the office of the County Recorder of said County; thence along the boundary of Parcel "C" of said LD 428 the following 12 courses:

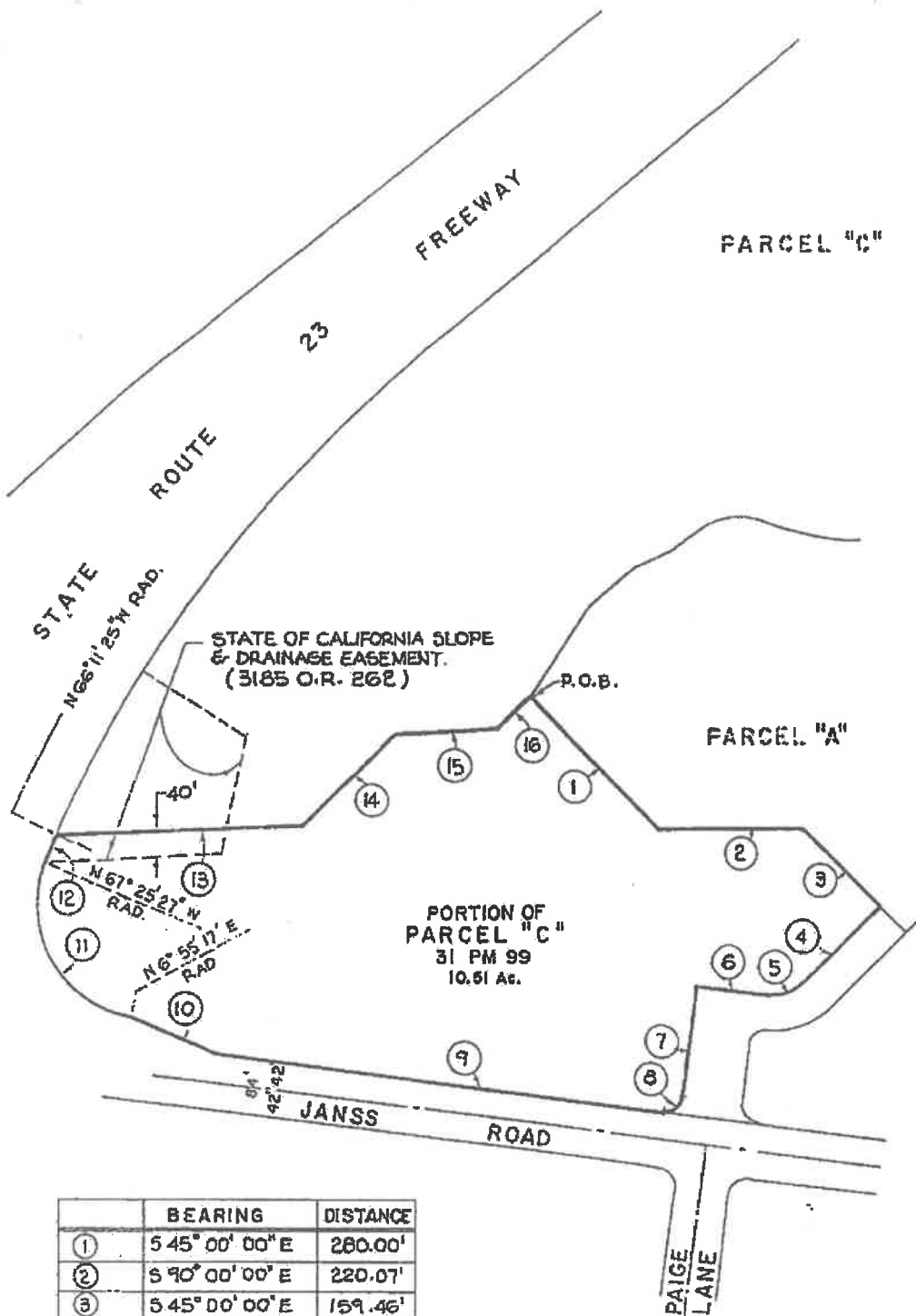
1. South 45°00'00" East 280.00 feet; thence
2. South 90°00'00" East 220.07 feet; thence
3. South 45°00'00" East 159.46 feet; thence
4. South 45°00'00" West 163.79 feet to the beginning of a curve concave northerly having a radius of 57.00 feet; thence, along said curve
5. Southwesterly and westerly through a central angle of 51°55'17" an arc length of 51.65 feet; thence
6. North 83°04'43" West 115.00 feet; thence
7. South 6°55'17" West 171.10 feet to the beginning of a curve concave northwesterly having a radius of 25.00 feet; thence, along said curve
8. Southerly, southwesterly and westerly through a central angle of 90°00'00" an arc length of 39.27 feet; thence
9. North 83°04'43" West 677.96 feet; thence
10. North 67°15'56" West 136.64 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 170.00 feet to which point of beginning a radial line bears South 6°55'17" West; thence, along said curve
11. Westerly, northwesterly and northerly through a central angle of 105°39'16" an arc length of 313.48 feet to the beginning of a compound curve concave southeasterly having a radius of 2045.00 feet to which point of beginning a radial line bears North 67°25'27" West; thence, along said curve
12. Northerly and northeasterly through a central angle of 1°14'02" an arc length of 44.04 feet to a line that is parallel with and distant 40.00 feet northerly measured at right angles to the southerly line of the "State of California Slope and Drainage Easement" per Book 3185, Page 262 of official records; thence, along said parallel line and leaving said boundary of Parcel "C"
13. North 88°27'49" East 370.00 feet; thence
14. North 45°00'00" East 200.00 feet; thence
15. North 88°27'49" East 145.35 feet; thence
16. North 45°00'00" East 79.75 feet to the point of beginning

The above described parcel contains 10.51 acres.

LL22/33

Exhibit "A"

Contract No. 1681-88



	BEARING	DISTANCE
①	S 45° 00' 00" E	280.00'
②	S 90° 00' 00" E	220.07'
③	S 45° 00' 00" E	159.46'
④	S 45° 00' 00" W	163.79'
⑤	Δ = 51° 55' 17" R = 57.00' L = 51.65'	
⑥	N 83° 04' 43" W	115.00'
⑦	S 6° 55' 17" W	171.10'
⑧	Δ = 90° 00' 00" R = 25.00' L = 39.27'	
⑨	N 83° 04' 43" W	677.96'
⑩	N 67° 15' 56" W	136.64'
⑪	Δ = 105° 39' 16" R = 170.00' L = 313.48'	
⑫	Δ = 1° 14' 02" R = 2045.00' L = 44.04'	
⑬	N 88° 27' 49" E	370.00'
⑭	N 45° 00' 00" E	200.00'
⑮	N 88° 27' 49" E	145.35'
⑯	N 45° 00' 00" E	79.75'

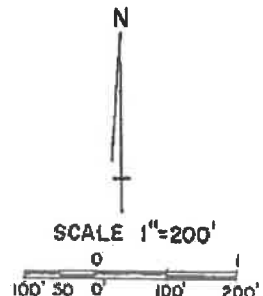


EXHIBIT "B"

LD-42E
 PORTION OF
 PARCEL "C"

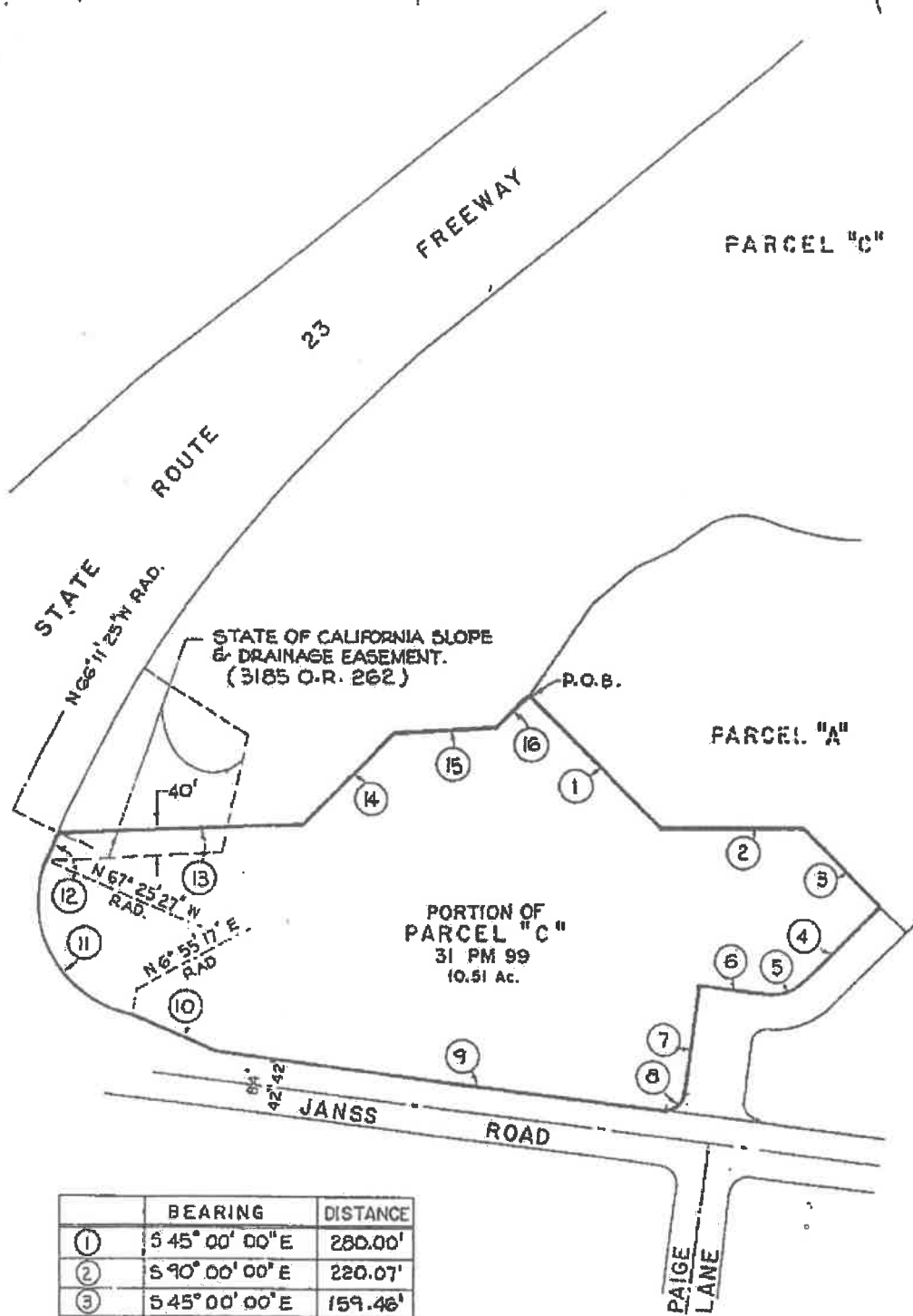
SE 45.
 280.
 SE 90.
 220.07
 SE 45.
 159.46
 SW 45.
 163.79
 NW 45.
 57.
 SW 6.5517
 57.
 SW 70.57385
 A= 51.5517
 R= 57.
 L= 51.65
 T= 27.75
 CORD
 49.90400853
 SEGMENT
 386.7410685
 NW 83.0443
 115.
 SW 6.5517
 171.1
 NW 83.0443
 25.
 SW 6.5517
 25.
 SW 51.5517
 A= 90.
 R= 25.
 L= 39.27
 T= 25.00
 CORD
 35.35533906
 SEGMENT

NW 83.0443
 677.96
 NW 67.1556
 136.64
 NE 6.5517
 170.
 NW 67.2527
 170.
 NW 30.1505
 A= 105.3916
 R= 170.
 L= 313.48
 T= 224.19
 CORD
 270.9178084
 SEGMENT
 25464.11743
 SE 67.2527
 2045.
 NW 66.1125
 2045.
 NE 23.1134
 A= 1.1402
 R= 2045.
 L= 44.04
 T= 22.02
 CORD
 44.03909048
 SEGMENT
 6.96122534
 NE 88.2749
 370.

NE 45.
 200.
 NE 88.2749
 145.35
 NE 45.
 79.75
 TOTAL ERROR
 0.004
 ACCURACY 1/
 727214.
 SQ FT
 457916.17
 ACRES
 10.51
 LAT.
 -0.0006
 DEP.
 0.0043

LD-428
 PORTION OF
 PARCEL "C"

SE	45.			
	280.			
SE	90.			
	220.07	NW	83.0443	NE
SE	45.		677.96	45.
	159.46	NW	67.1556	200.
SW	45.		136.64	NE
	163.79	NE	6.5517	88.2749
NW	45.		170.	145.35
	57.	NW	67.2527	NE
SW	6.5517		170.	45.
	57.	NW	30.1505	79.75
SW	70.57385	R=	105.3916	TOTAL ERROR
R=	51.5517	R=	170.	0.004
R=	57.	L=	313.48	ACCURACY 1/
L=	51.65	T=	224.19	727214.
T=	27.75	CORD	270.9178084	SQ FT
CORD	49.90400853	SEGMENT	25464.11743	457916.17
SEGMENT	386.7410685	SE	67.2527	ACRES
NW	83.0443		2045.	10.51
	115.	NW	66.1125	LAT.
SW	6.5517		2045.	-0.0006
	171.1	NE	23.1134	DEP.
NW	83.0443	R=	1.1402	0.0043
	25.	R=	2045.	
SW	6.5517	L=	44.04	
	25.	T=	22.02	
SW	51.5517	CORD	44.03909048	
R=	90.	SEGMENT	6.96122534	
R=	25.	NE	88.2749	
L=	39.27		370.	
T=	25.00			
CORD	35.35533906			
SEGMENT	256.7477040			



	BEARING	DISTANCE
①	S 45° 00' 00" E	280.00'
②	S 90° 00' 00" E	220.07'
③	S 45° 00' 00" E	159.46'
④	S 45° 00' 00" W	163.79'
⑤	Δ=51° 55' 17" R=57.00' L=51.65'	
⑥	N 83° 04' 43" W	115.00'
⑦	S 6° 55' 17" W	171.10'
⑧	Δ=90° 00' 00" R=25.00' L=39.27'	
⑨	N 83° 04' 43" W	677.96'
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⑪	Δ=105° 39' 16" R=170.00' L=313.48'	
⑫	Δ=1° 14' 02" R=2045.00' L=44.04'	
⑬	N 88° 27' 49" E	370.00'
⑭	N 45° 00' 00" E	200.00'
⑮	N 88° 27' 49" E	145.35'
⑯	N 45° 00' 00" E	79.75'

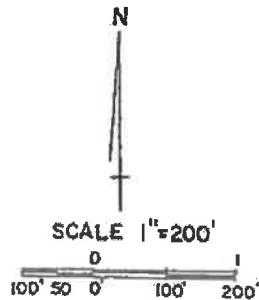


EXHIBIT "B"

LEGAL DESCRIPTION

That portion of Section 3, Township 1 north, Range 19 west, Rancho El Conejo, in the County of Ventura, State of California, as per map recorded in Book 1, Page 746 of Deeds, in the office of the County Recorder of said County, described as follows:

Beginning at the most westerly corner of Parcel "A" of LD 428 as per map recorded in Book 31, Page 99 of parcel maps in the office of the County Recorder of said County; thence along the boundary of Parcel "C" of said LD 428 the following 12 courses:

1. South 45°00'00" East 280.00 feet; thence
2. South 90°00'00" East 220.07 feet; thence
3. South 45°00'00" East 159.46 feet; thence
4. South 45°00'00" West 163.79 feet to the beginning of a curve concave northerly having a radius of 57.00 feet; thence, along said curve
5. Southwesterly and westerly through a central angle of 51°55'17" an arc length of 51.65 feet; thence
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8. Southerly, southwesterly and westerly through a central angle of 90°00'00" an arc length of 39.27 feet; thence
9. North 83°04'43" West 677.96 feet; thence
10. North 67°15'56" West 136.64 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 170.00 feet to which point of beginning a radial line bears South 6°55'17" West; thence, along said curve
11. Westerly, northwesterly and northerly through a central angle of 105°39'16" an arc length of 313.48 feet to the beginning of a compound curve concave southeasterly having a radius of 2045.00 feet to which point of beginning a radial line bears North 67°25'27" West; thence, along said curve
12. Northerly and northeasterly through a central angle of 1°14'02" an arc length of 44.04 feet to a line that is parallel with and distant 40.00 feet northerly measured at right angles to the southerly line of the "State of California Slope and Drainage Easement" per Book 3185, Page 262 of official records; thence, along said parallel line and leaving said boundary of Parcel "C"
13. North 88°27'49" East 370.00 feet; thence
14. North 45°00'00" East 200.00 feet; thence
15. North 88°27'49" East 145.35 feet; thence
16. North 45°00'00" East 79.75 feet to the point of beginning

The above described parcel contains 10.51 acres.

LL22/33

Exhibit "A"

Contract No. 1681-88

**FIRST AMENDMENT TO
OPERATING AGREEMENT
BETWEEN THE CITY OF THOUSAND OAKS
AND
THE CONEJO RECREATION AND PARK DISTRICT
FOR THE SENIOR ADULT CENTER**

Contract No. 1680-1988

THIS FIRST AMENDMENT to the Operating Agreement Between the City of Thousand Oaks , a municipal corporation, (hereafter "City") and the Conejo Recreation and Park District, a California special district, (hereafter "DISTRICT") for the Senior Adult Center, entitled Operating Agreement Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Senior Adult Center and dated July 12, 1988 (herein "Agreement") is made this ___ day of July, 2018.

RECITALS

- A. Section 2 of Agreement, currently, and as may have been previously amended, provides for a termination date of July 12, 2018.
- B. CITY and DISTRICT desire to extend the date of the Agreement and update the notice provisions while keeping all other terms intact.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Agreement agree to amend Agreement as described below:

Part 1. The Agreement is extended for a period of twenty years and Section 2 is hereby amended to read in its entirety as follows:

The term of this agreement shall be for a period of 50 years, which term shall commence upon the date of this agreement. However, that notwithstanding any other provision of this agreement, either party may cancel and terminate this agreement, with or without cause, and shall have no further obligations hereunder, by giving a written notice of said termination to the other party at least sixty (60) days prior to June 30th of each and every year of the term hereof . In the event written notice of termination is not timely (on or before sixty (60) days prior to June 30), said notice shall become effective, and the termination pursuant thereto shall become effective on June 30 of the following year .

Part 2. Section 12 is hereby amended to read in its entirety as follows:

Notices given pursuant to the provisions of this agreement or necessary to carry out its provision shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid addressed to such person. The addresses for this purpose shall be as follows:

City:
City Manager
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

District:
General Manager
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks, CA 91360

Part 3. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Part 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Operating Agreement Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Senior Adult Center as of the date set forth above.

**CONEJO RECREATION AND PARK
DISTRICT**

CITY OF THOUSAND OAKS

Susan L. Holt, Chair

Andrew P. Fox, Mayor

ATTEST:

ATTEST:

Jim Friedl, General Manager

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers
City Manager

APPROVED AS TO FORM:

Tracy Noonan
City Attorney

**OPERATING AGREEMENT BETWEEN THE CITY OF THOUSAND OAKS
AND THE CONEJO RECREATION AND PARK DISTRICT
FOR THE SENIOR ADULT CENTER**

This Agreement, entered into this 12th day of July, 1988, by and between the City of Thousand Oaks, a municipal corporation herein referred to as "City," and the Conejo Recreation and Park District, a California special district, herein referred to as "District."

WITNESSETH:

WHEREAS; City is a municipal corporation located in the County of Ventura, State of California, and will be the owner of the new Goebel senior adult center building to be located on real property owned by District and leased to the City which is described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, District is a recreation and park district which provides recreation and park services on a community-wide basis and which boundaries include the City of Thousand Oaks; and District has developed expertise, professional knowledge, competence and staff capability in the business of park and recreation services; and

WHEREAS, said District provides recreation and park services for the citizens of the City of Thousand Oaks and as a result thereof, City has been relieved of the obligation of providing said services to its citizens; and

WHEREAS, City and District are desirous of entering into an agreement relative to the operation and maintenance of the Goebel Senior Adult Center, wherein District undertakes to perform all recreational services connected therewith, and City assumes other responsibilities; and

WHEREAS, the Government Code of the State of California empowers the City and Public Resources Code empowers the District to acquire sites for and to acquire, construct, maintain, and operate facilities, including buildings, parking, and landscaping necessary and convenient for recreational purposes and for other public and municipal purposes; and

WHEREAS, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, provides that two or more public agencies by agreement may join in the exercise of any power common to each of them and this agreement is entered into pursuant to said joint exercise of powers authority.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. BASIC AGREEMENT

As a follow-up to that certain Land Lease separately entered into between District and City allowing for the nonexclusive use of the real property described in Exhibit A, attached hereto, district hereby agrees to the terms and conditions herein and agrees to commence and maintain recreational programs for senior adults pursuant to the provisions hereof at the new Goebel Senior Adult Center, a facility to be constructed of approximately

17,400 square feet. The District shall, at its own and sole expense, operate, commence and maintain the recreational programs described herein upon the completion and acceptance by the City of the building is referred to as the new Goebel Senior Adult Center, Janss Road, Thousand Oaks, California. The City hereby, authorize the District to have the non-exclusive use of the Goebel Senior Adult Center facility for the above described operation of senior recreational purposes.

2. TERM

The term of this agreement shall be for a period of 30 years, which term shall commence upon the date of this agreement. However, that notwithstanding any other provision of this agreement, either party may cancel and terminate this agreement, with or without cause, and shall have no further obligations hereunder, by giving a written notice of said termination to the other party at least sixty (60) days prior to June 30th of each and every year of the term hereof. In the event written notice of termination is not timely (on or before sixty (60) days prior to June 30), said notice shall become effective, and the termination pursuant thereto shall become effective on June 30 of the following year.

3. ACTIVITIES OF DISTRICT

At and/or within the Goebel Senior Adult Center, the District shall organize, manage, and conduct recreation programs and related services designed primarily for senior citizens ages 50 years and older. District shall supply the expertise, professional knowledge and competence, and staff for the operation of said recreational programs and services at the Goebel Senior Adult Center. District shall act as the coordinating agency for all senior citizens activities and organizations operating within the center and all scheduling of activities within the center. The parties hereto understand and agree that the use of premises by District shall be nonexclusive and that City and District have the right to use said premises for other than recreational and public purposes. City shall schedule all their uses through District. The parties agree to use every reasonable effort to coordinate said premises use and to avoid conflict in the scheduling thereof.

4. UTILITIES

The City shall provide at its own expense the following utilities necessary for the operation and use of the premises: electricity, gas, water, sewer and refuse collection. District shall provide at its expense the following utilities which may be used in connection with its recreational programs: telephone service and cable TV service.

5. MAINTENANCE OF PREMISES

City shall provide and maintain at its expense all interior and exterior maintenance of the premises, including interior custodian services, plant and irrigation systems. District shall have no responsibility for either interior or exterior maintenance of the premises.

6. FURNISHING AND EQUIPMENT

District shall provide and maintain at its expense all interior furnishings. City shall have no responsibility for interior furnishings, their repair or upkeep.

7. RELATIONSHIP OF PARTIES

The District's relationship to the City shall be one of independent contractor to City and that in no event shall this agreement be construed as creating any other relationship, including that of joint venturer, employer-employee, principal-agent, or any other relationship not herein designated.

8. NO GRANT OF TITLE

Nothing herein contained shall be construed to grant or to imply that any grant or conveyance has been made to District of any title or interest in and to said Goebel Senior Adult Center improvements or of the City's interest under its lease of the land on which the same is located.

9. MUTUAL INDEMNITY AND HOLD HARMLESS

Neither City nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by District under or in connection with any activity delegated to District under this agreement. The District shall fully indemnify and hold City harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of anything done or omitted to be done by District pursuant to this agreement.

Neither District nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any activity delegated to City pursuant to this agreement. The City shall fully indemnify and hold District harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of anything done or omitted to be done by City under or in connection with any activity delegated to City pursuant to this agreement.

10. AMENDMENTS

No alteration, variation, or amendment of the terms of this agreement is valid unless made in writing and signed by the parties and that no oral understanding or agreements not incorporated, and no alterations or variations of the terms, unless made in writing between the parties, is binding on either of the parties hereto.

11. NO ASSIGNMENT

There shall be no assignment of this agreement or subleasing by the District, except upon the City's written consent, which shall not be unreasonably withheld.

12. MANNER OF GIVING NOTICE

Notices given pursuant to the provisions of this agreement or necessary to carry out its provision shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid addressed to such person. The addresses for this purpose shall be as follows:

City: City Manager
 City of Thousand Oaks
 2150 West Hillcrest Drive
 Thousand Oaks, CA 91320

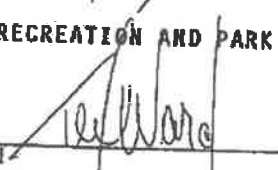
District: General Manager
Conejo Recreation and Park District
1 Boardwalk, Suite 200
Thousand Oaks, CA 91360

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the date above designated by the proper officers of each who are duly authorized to execute this instrument.

CITY OF THOUSAND OAKS


Lee Laxdal, Mayor

CONEJO RECREATION AND PARK DISTRICT


Tex Ward
General Manager and Secretary
to the Board of Directors

ATTEST:


Nancy A. Dillon, City Clerk

APPROVED AS TO FORM:


Mark G. Sellers
City Attorney

APPROVED AS TO ADMINISTRATION:


Grant R. Brimbal
City Manager

CMO:1j
D176/A

Project Name: Senior Center

**FIRST AMENDMENT TO
OPERATING AGREEMENT
BETWEEN THE CITY OF THOUSAND OAKS
AND
THE CONEJO RECREATION AND PARK DISTRICT
FOR THE SENIOR ADULT CENTER**

Contract No. 1680-1988

THIS FIRST AMENDMENT to the Operating Agreement Between the City of Thousand Oaks, a municipal corporation, (hereafter "City") and the Conejo Recreation and Park District, a California special district, (hereafter "DISTRICT") for the Senior Adult Center, entitled Operating Agreement Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Senior Adult Center and dated July 12, 1988 (herein "Agreement") is made this 10th day of July, 2018.

RECITALS

- A. Section 2 of Agreement, currently, and as may have been previously amended, provides for a termination date of July 12, 2018.
- B. CITY and DISTRICT desire to extend the date of the Agreement and update the notice provisions while keeping all other terms intact.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Agreement agree to amend Agreement as described below:

Part 1. The Agreement is extended for a period of twenty years and Section 2 is hereby amended to read in its entirety as follows:

The term of this agreement shall be for a period of 50 years, which term shall commence upon the date of this agreement. However, that notwithstanding any other provision of this agreement, either party may cancel and terminate this agreement, with or without cause, and shall have no further obligations hereunder, by giving a written notice of said termination to the other party at least sixty (60) days prior to June 30th of each and every year of the term hereof.

In the event written notice of termination is not timely (on or before sixty (60) days prior to June 30), said notice shall become effective, and the termination pursuant thereto shall become effective on June 30 of the following year.

Part 2. Section 12 is hereby amended to read in its entirety as follows:

Notices given pursuant to the provisions of this agreement or necessary to carry out its provision shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid addressed to such person. The addresses for this purpose shall be as follows:

City:
City Manager
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

District:
General Manager
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks, CA 91360

Part 3. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Part 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Operating Agreement Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Senior Adult Center as of the date set forth above.

**CONEJO RECREATION AND PARK
DISTRICT**

CITY OF THOUSAND OAKS

Susan L. Holt, Chair

Andrew P. Fox, Mayor

ATTEST:

ATTEST:

Jim Friedl, General Manager

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED AS TO FORM:

Tracy M. Noonan, City Attorney

Recording Requested by and
when recorded return to:

Finance Director
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

Project Name: Sr/Teen Center Lease

**FIRST AMENDMENT TO LAND LEASE
BETWEEN THE CITY OF THOUSAND OAKS AND
THE CONEJO RECREATION AND PARK DISTRICT
FOR THE LEASE OF A PARCEL OF LAND FOR THE
CONSTRUCTION OF A SENIOR ADULT FACILITY AND TEEN CENTER**

Contract No. 1681-1988

THIS FIRST AMENDMENT to the land lease entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **CONEJO RECREATION AND PARK DISTRICT** ("District"), entitled Land Lease Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Lease of a Parcel of Land for the Construction of a Senior Adult Facility and Teen Center, recorded in the Official Records of Ventura County as Document No. 89-038114 and dated July 12, 1988 (herein "Lease") is entered this 10th day of July 2018.

RECITALS

- A. Section 5 A of Lease relating to cessation of use, currently, and as may have been previously amended, contains different provisions for cessation of use of the Teen Center and the Senior Adult Center.
- B. Section 8 of the Lease relating to ownership and removal of improvements, currently, and as may have been previously amended, contains different provisions for ownership and removal of improvements upon lease expiration of the Teen Center and the Senior Adult Center.
- C. Section 21 of the Lease relating to notices, currently, and as may have been previously amended, contains outdated addresses for the parties.
- D. The parties desire to amend the Lease so that the Teen Center and the Senior Adult Center are subject to the same provisions regarding cessation of use and ownership and removal of improvements.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Lease agree to amend Lease as described below:

Part 1. Section 5. A. 1) Teen Center of the Lease is hereby amended to read in its entirety as follows:

Teen Center - should the Teen Center cease being used as such during any time during the leasehold interest, the Teen Center and the entire premises may be used only for such uses as may be mutually agreeable to the City and District.

Part 2. Section 8. Ownership and Removal of Improvements of the Lease is hereby amended to read in its entirety as follows:

All improvements placed on the Premises by City during the term of this Agreement, shall be the property of the City until this lease expires when any left on the land shall become the property of the District. City shall be allowed a reasonable period of time after such termination in which to remove any fixtures or improvements.

Part 3. Section 21. Notices and Payments of the Lease is hereby amended to read in its entirety as follows:

All notices required under this Agreement including change of address shall be in writing. All notices shall be made as follows:

A. All notices to District shall be given or mailed to:

General Manager
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks CA 91360

B. All notices to City shall be given or mailed to:

City Manager
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks CA 91362

Part 4. All terms used in Part 1 and 2 above shall have the meanings ascribed thereto in Lease. Except as amended in Part 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Land Lease Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Lease of a Parcel of Land for the Construction of a Senior Adult Facility and Teen Center as of the date set forth above.

CONEJO RECREATION AND PARK DISTRICT

Susan L. Holt, Chair

ATTEST:

Jim Friedl, General Manager

CITY OF THOUSAND OAKS

Andrew P. Fox, Mayor

ATTEST:

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED AS TO FORM:

Tracy M. Noonan, City Attorney

Recording Requested by and
when recorded return to:

Finance Director
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

Project Name: Sr/Teen Center Lease

**FIRST AMENDMENT TO LAND LEASE
BETWEEN THE CITY OF THOUSAND OAKS AND
THE CONEJO RECREATION AND PARK DISTRICT
FOR THE LEASE OF A PARCEL OF LAND FOR THE
CONSTRUCTION OF A SENIOR ADULT FACILITY AND TEEN CENTER**

Contract No. 1681-1988

THIS FIRST AMENDMENT to the land lease entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **CONEJO RECREATION AND PARK DISTRICT** ("District"), entitled Land Lease Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Lease of a Parcel of Land for the Construction of a Senior Adult Facility and Teen Center, recorded in the Official Records of Ventura County as Document No. 89-038114 and dated July 12, 1988 (herein "Lease") is made this ____ day of July 2018.

RECITALS

- A. Section 5 A of Lease relating to cessation of use, currently, and as may have been previously amended, contains different provisions for cessation of use of the Teen Center and the Senior Adult Center.
- B. Section 8 of the Lease relating to ownership and removal of improvements, currently, and as may have been previously amended, contains different provisions for ownership and removal of improvements upon lease expiration of the Teen Center and the Senior Adult Center.
- C. Section 21 of the Lease relating to notices, currently, and as may have been previously amended, contains outdated addresses for the parties.
- D. The parties desire to amend the Lease so that the Teen Center and the Senior Adult Center are subject to the same provisions regarding cessation of use and ownership and removal of improvements.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Lease agree to amend Lease as described below:

Part 1. Section 5. A. 1) Teen Center of the Lease is hereby amended to read in its entirety as follows:

Teen Center - should the Teen Center cease being used as such during any time during the leasehold interest, the Teen Center and the entire premises may be used only for such uses as may be mutually agreeable to the City and District.

Part 2. Section 8. Ownership and Removal of Improvements of the Lease is hereby amended to read in its entirety as follows:

All improvements placed on the Premises by City during the term of this Agreement, shall be the personal property of the City until this lease expires when any left on the land shall become the property of the District. City shall be allowed a reasonable period of time after such termination in which to remove any fixtures or improvements.

Part 3. Section 21. Notices and Payments of the Lease is hereby amended to read in its entirety as follows:

All notices required under this Agreement including change of address shall be in writing. All notices shall be made as follows:

A. All notices to District shall be given or mailed to:

General Manager
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks CA 91360

B. All notices to City shall be given or mailed to:

City Manager
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks CA 91362

Part 4. All terms used in Part 1 and 2 above shall have the meanings ascribed thereto in Lease. Except as amended in Part 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Land Lease Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Lease of a Parcel of Land for the Construction of a Senior Adult Facility and Teen Center as of the date set forth above.

CONEJO RECREATION AND PARK DISTRICT

Susan L. Holt, Chair

ATTEST:

Jim Friedl, General Manager

CITY OF THOUSAND OAKS

Andrew P. Fox, Mayor

ATTEST:

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers
City Manager

APPROVED AS TO FORM:

Tracy Noonan
City Attorney

Recording Requested by
and when recorded return :

First American Title
2520 Financial Square
Oxnard CA 93030

Attn: Subdivision
88003480

89-038114

Rec Fee .00
Total .00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 13-Mar-89

89 APR -4 PM 4:50
CITY OF
THOUSAND OAKS
CC 18

**LAND LEASE BETWEEN THE CITY OF THOUSAND OAKS
AND THE CONEJO RECREATION AND PARK DISTRICT
FOR THE LEASE OF A PARCEL OF LAND
FOR THE CONSTRUCTION OF A SENIOR ADULT FACILITY
AND TEEN CENTER**

This Agreement is entered into this 12th day of July,
1988 by and between the City of Thousand Oaks, a municipal
corporation, created and existing by virtue of the laws of the
State of California, hereinafter called "City" and the Conejo
Recreation and Park District, hereinafter called "District".

WHEREAS, there is a need for an expanded senior adult center in
the Conejo Valley to replace the Goebel Senior Center on Conejo
School Road; and

WHEREAS, there is also a need for a teen center to provide
community youth a social, recreational and educational center;
and

WHEREAS, it has been determined by City and District that the
most desirable locations is on the north side of Janss Road and
east of the Thousand Oaks (23) Freeway on the Conejo Creek Park
property; and

WHEREAS, District desires to make such land available to City for
the construction of a Senior Adult Center and Teen Center and
appurtenant facilities which will be operated by the District;
and

WHEREAS, there has been a long history of cooperative
relationships between the two agencies involving, but not limited
to, the purchase and development of park properties for the
benefit of the entire community; and

WHEREAS, the Senior Adult Center will enhance the leisure time
capabilities of the senior adult populous of the Conejo Valley
and the Teen Center will provide a safe place for teens to
partake in non-school activities; and

WHEREAS, District may desire to construct, or cause to be
constructed, recreation facilities as an adjunct to the Senior
Adult Center and Teen Center, thereby directly enhancing the
capabilities of District to deliver recreation services; and

Contract No. 1681-88

#3168

WHEREAS, the City and the District have formed a Joint Powers Authority, created on December 17, 1985, for the purpose of operating that facility; and

WHEREAS, the City and Thousand Oaks Redevelopment Agency have formed a Public Financing Authority for the purpose of financing various public facilities through issuance and sale of Certificates of Participation.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. PROPERTY LEASED

District hereby leases to City and City hereby rents for the sum of one dollar (\$1.00) per year from District the property, hereinafter called "Premises", located in the County of Ventura, State of California, described as follows:

That portion of Parcel "C" LD 428 in the City of Thousand Oaks, County of Ventura, State of California, as per map recorded in Book 31, Page 99 of the parcel map in the office of the County Recorder of said County as described in Exhibits A and B attached.

2. TERM

The term of this Agreement shall be for a period of fifty (50) years commencing on the first day of the calendar month following the day the Agreement has been executed by both parties.

3. OPTION

City may, at its option, extend this Agreement for two additional twenty-four (24) year periods. Each period shall commence on the day following the termination of the preceding term and shall terminate twenty-four (24) years after the termination of the preceding term. The option for each period shall be exercised separately by City giving District written notice at least six (6) months prior to the expiration of each applicable period. The extensions shall be on all the terms and conditions as are contained herein.

4. HOLDOVER

If City holds possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, with consent of District, either expressed or implied,

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City shall become a tenant from month to month. Such tenancy to be subject to all of the terms and conditions of this Agreement.

5. USE

The property shall be used for a Senior Adult Center of approximately 17,000 square feet which will be constructed and owned by the City on this site to be operated by the District to provide leisure, recreational, social and educational services to seniors and adults. A Teen Center of approximately 13,000 square feet will be constructed and owned by the City on this site to provide leisure, recreational, social and educational services to teens. However, other incidental public uses may also occur at the Senior Center and Teen Center. The City will also construct and own three parking lots on the property which may be used jointly by patrons of the Senior Adult Center, Teen Center and Library.

A. Cessation of Original Use

- 1) Teen Center - notwithstanding the foregoing, should the Teen Center cease being used as a Teen Center prior to the expiration of 30 years, or during the period when certificates of participation are outstanding, whichever occurs first, the Teen Center building, improvements and appurtenances shall be available for use only as mutually agreed between City and District. If the Premises cease to be used as a Teen Center after the expiration of the above period, the building, improvements and appurtenances shall be the property of the District.
- 2) Senior Adult Center - should the Senior Adult Center cease operations as such during any time during the leasehold interest, the Center and the entire premises may be used only for such uses as may be mutually agreeable to the City and District.

6. CONSIDERATION

In full consideration for use of Premises over the term of this Agreement and any extensions thereof, City will cause to be developed a Senior Adult Center and a Teen Center on the premises. District has determined that a Senior Adult Center and Teen Center will be compatible with the proposed uses of District's adjoining property and will enhance its adjoining property.

7. IMPROVEMENTS BY CITY

The City may make such excavation of and do such grading of the Premises, and may place such improvements on the Premises, as the City may time to time deem desirable, subject to the review and approval of the District. Once improvements have been placed pursuant to the provisions of this agreement, City may, at City's option and expense, thereafter make minor modifications of such improvements. For the purpose of this agreement, City may, at City's option and expense, thereafter make minor modifications of such improvements. For the purpose of this agreement, any modification which entails a change in the location of , amount of land covered by, basic exterior dimensions of, or basic exterior appearance of any improvement is not a "minor modification" and shall be subject to the prior approval of the District.

At the request of the District, the City shall process and approve a parcel map subdividing the property into two parcels with the interior subdivision line dividing the properties between the teen center and senior center at a location as approved by the District.

8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS

All improvements placed on the Premises by City during a period of 30 years from the date of this Agreement, or during the period when Certificates are outstanding, whichever event ends first, shall be the personal property of Public Financing Authority. Any such improvements associated with the Teen Center which remain on the Premises upon the expiration of that period shall be disbursed according to the direction of the Joint Powers Authority , or as stated in the Joint Exercise of Powers Agreement. The Senior Adult Center improvements shall be the property of the City until this lease expires when any left on the land shall become the property of the District. City shall be allowed a reasonable period of time after such termination in which to remove any fixtures or improvements.

9. REPAIRS AND MAINTENANCE

Except as provided in the operating agreement between the City and the District, the City shall provide and maintain, at its expense, all interior and exterior maintenance of the Senior Adult Center, including exterior and interior custodial services, planting and irrigation systems. The Joint Powers Authority shall provide and maintain the Teen Center at its expense, including exterior and interior custodial services, planting and irrigation systems.

10. ENTRY ON PREMISES

City and District may enter upon the Premises and any improvements placed thereon at all reasonable times to examine the condition thereof and for the purpose of providing such maintenance as the District desires to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by entity (City or District) on the Premises. District shall restore at its expense any improvements affected by District's exercise of its rights granted hereunder.

11. ASSIGNMENT AND SUBLETTING: FUTURE SUBLEASE OF TEEN CENTER TO JOINT POWERS AUTHORITY FOR OPERATION

City shall have the right to assign this Agreement and/or to sublet to an entity formed by City, or City and others, for the purpose of financing the Senior Adult Center and Teen Center facilities. As one of the purposes for this land lease, the City will lease the land to a specially created entity (Public Financing Authority) which will issue and sell certificates of participation to raise money to construct the Teen Center and Senior Adult Center. After the Public Financing Authority has issued said certificates and constructed these facilities, these improvements will be leased to the City. The City's rental payments under that facility lease are the source of repayment and security for the certificates. Once the City has leased back the land and constructed facilities it shall sublease the Teen Center to the Teen Center and Services Joint Powers Authority created between the City and the District for the purpose of operating that facility. Any other assignment or subletting shall be with the written consent of District. District shall not arbitrarily withhold such consent but shall give such consent in every instance wherein District's interest will not be affected to its detriment.

12. DEFAULT OR BREACH

Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within thirty (30) days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach.

13. WAIVER

A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

14. PARTIES BOUND AND BENEFITTED

The covenants, terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assignee of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

15. CONDEMNATION

If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, City shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If City remains in possession, all of the terms hereof shall continue in effect. If such taking under the power of eminent domain occurs, those payments attributable to the improvements of City shall belong to City, and those payments attributable to the real property of district shall belong to District. If either the whole or part of the Premises should be taken by a public authority under the power of eminent domain, or if an act or omission of inverse condemnation shall occur causing damage to this property, the District's interest shall be valued based upon the full fair market value of the property interest taken or compromised as though the leasehold interest did not exist on the subject property. The City interest in such case shall be valued based upon the buildings, improvements and appurtenances minus any reversionary interest of the District therein.

16. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto and no obligation other than those set forth herein will be recognized.

17. AGREEMENT MODIFICATION

This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto.

18. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

19. ARTICLE HEADINGS

Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

20. RECORDATION

This signatures of the parties to this Agreement shall be acknowledged, and the Agreement shall be recorded in the Office of the Ventura County Recorder.

21. NOTICES AND PAYMENTS

All notices required under this Agreement including change of address shall be in writing. All notices shall be made as follows:

A. All notices to District shall be given or mailed to:

Conejo Recreation and Park District
1 Boardwalk
Thousand Oaks CA 91360

B. All notices to City shall be given or mailed to:

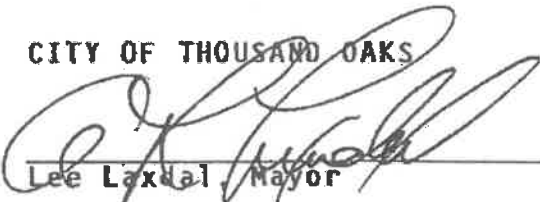
City of Thousand Oaks
2150 W. Hillcrest Drive
Thousand Oaks CA 91320

In witness whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF THOUSAND OAKS

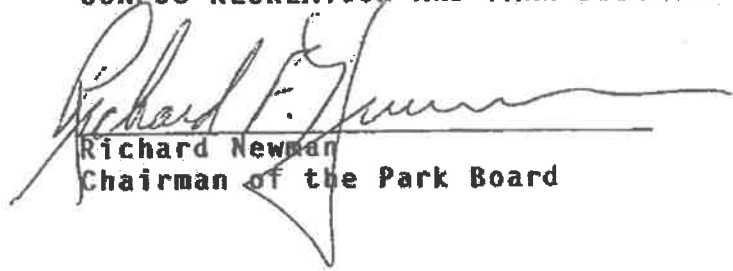
ATTEST:


Nancy A. Dillon, City Clerk


Lee Laxdal, Mayor

Contract No: 1681-88


CONEJO RECREATION AND PARK DISTRICT


Richard Newman
Chairman of the Park Board

APPROVED AS TO FORM:


Mark G. Sellers
City Attorney

APPROVED AS TO ADMINISTRATION:


Grant R. Brimhall
City Manager

CMO/lj
D175/A

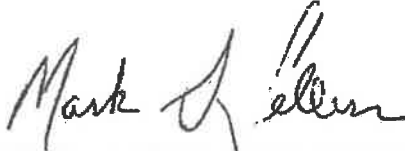
PUBLIC AGENCY

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.

On this 12 day of July 19 88, before me, the undersigned, appointed City Attorney of the City of Thousand Oaks and authorized to acknowledge instruments pursuant to Civil Code Section 1182, in and for said County and State,

personally appeared MJ V. Lazz for Grant R. Brimhall, personally known to be the person who executed this instrument as City Manager for the City of Thousand Oaks, and acknowledged to me that the City of Thousand Oaks executed it.

WITNESS my hand.



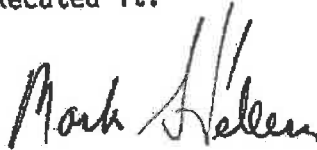
MARK G. SELLERS, CITY ATTORNEY
City of Thousand Oaks

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

On this 12 day of July 19 88, before me, the undersigned, appointed City Attorney of the City of Thousand Oaks, and authorized to acknowledge instruments pursuant to Civil Code Section 1181, in and for said County and State,

personally appeared Richard Newman, personally known to be the person who executed this instrument as Chairman of the Board for the Conejo Recreation and Park District, and acknowledged to me that the Conejo Recreation and Park District executed it.

WITNESS my hand.



MARK G. SELLERS, CITY ATTORNEY
City of Thousand Oaks

COUNTY OF VENTURA)

On this 12 day of July 19 88, before me, the undersigned, appointed City Attorney of the City of Thousand Oaks, and authorized to acknowledge instruments pursuant to Civil Code Section 1181, in and for said County and State,

personally appeared Lee Laxdal, personally known to be the person who executed this instrument as Mayor for the City of Thousand Oaks, and acknowledged to me that the City of Thousand Oaks executed it.

WITNESS my hand.



MARK G. SELLERS, CITY ATTORNEY
City of Thousand Oaks

PUBLIC AGENCY

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.

On this 12 day of July 19 88, before me, the undersigned, appointed City Attorney of the City of Thousand Oaks and authorized to acknowledge instruments pursuant to Civil Code Section 1182, in and for said County and State,

personally appeared Nancy A. Dillon, personally known to be the person who executed this instrument as City Clerk for the City of Thousand Oaks, and acknowledged to me that the City of Thousand Oaks executed it.

WITNESS my hand.



MARK G. SELLERS, CITY ATTORNEY
City of Thousand Oaks

LEGAL DESCRIPTION

That portion of Section 3, Township 1 north, Range 19 west, Rancho El Conejo, in the County of Ventura, State of California, as per map recorded in Book 1, Page 746 of Deeds, in the office of the County Recorder of said County, described as follows:

Beginning at the most westerly corner of Parcel "A" of LD 428 as per map recorded in Book 31, Page 99 of parcel maps in the office of the County Recorder of said County; thence along the boundary of Parcel "C" of said LD 428 the following 12 courses:

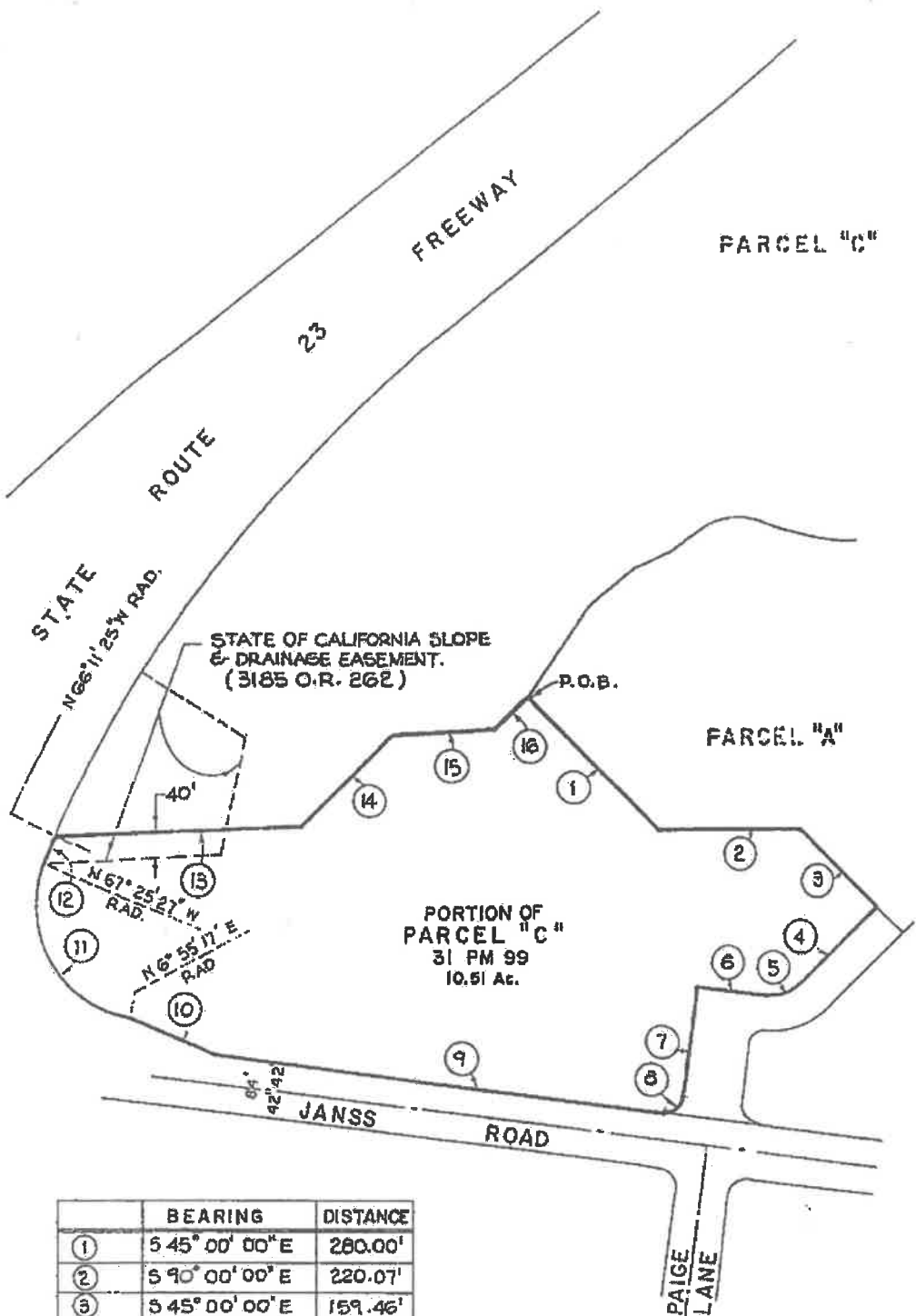
1. South 45°00'00" East 280.00 feet; thence
2. South 90°00'00" East 220.07 feet; thence
3. South 45°00'00" East 159.46 feet; thence
4. South 45°00'00" West 163.79 feet to the beginning of a curve concave northerly having a radius of 57.00 feet; thence, along said curve
5. Southwesterly and westerly through a central angle of 51°55'17" an arc length of 51.65 feet; thence
6. North 83°04'43" West 115.00 feet; thence
7. South 6°55'17" West 171.10 feet to the beginning of a curve concave northwesterly having a radius of 25.00 feet; thence, along said curve
8. Southerly, southwesterly and westerly through a central angle of 90°00'00" an arc length of 39.27 feet; thence
9. North 83°04'43" West 677.96 feet; thence
10. North 67°15'56" West 136.64 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 170.00 feet to which point of beginning a radial line bears South 6°55'17" West; thence, along said curve
11. Westerly, northwesterly and northerly through a central angle of 105°39'16" an arc length of 313.48 feet to the beginning of a compound curve concave southeasterly having a radius of 2045.00 feet to which point of beginning a radial line bears North 67°25'27" West; thence, along said curve
12. Northerly and northeasterly through a central angle of 1°14'02" an arc length of 44.04 feet to a line that is parallel with and distant 40.00 feet northerly measured at right angles to the southerly line of the "State of California Slope and Drainage Easement" per Book 3185, Page 262 of official records; thence, along said parallel line and leaving said boundary of Parcel "C"
13. North 88°27'49" East 370.00 feet; thence
14. North 45°00'00" East 200.00 feet; thence
15. North 88°27'49" East 145.35 feet; thence
16. North 45°00'00" East 79.75 feet to the point of beginning

The above described parcel contains 10.51 acres.

LL22/33

Exhibit "A"

Contract No. 1681-88



	BEARING	DISTANCE
①	S 45° 00' 00" E	280.00'
②	S 90° 00' 00" E	220.07'
③	S 45° 00' 00" E	159.46'
④	S 45° 00' 00" W	163.79'
⑤	Δ=51° 55' 17" R=57.00' L=51.65'	
⑥	N 83° 04' 43" W	115.00'
⑦	S 6° 55' 17" W	71.10'
⑧	Δ=90° 00' 00" R=25.00' L=39.27'	
⑨	N 83° 04' 43" W	677.96'
⑩	N 67° 15' 56" W	136.64'
⑪	Δ=105° 39' 16" R=170.00' L=313.48'	
⑫	Δ=1° 14' 02" R=2045.00' L=44.04'	
⑬	N 88° 27' 49" E	370.00'
⑭	N 45° 00' 00" E	200.00'
⑮	N 88° 27' 49" E	145.35'
⑯	N 45° 00' 00" E	79.75'

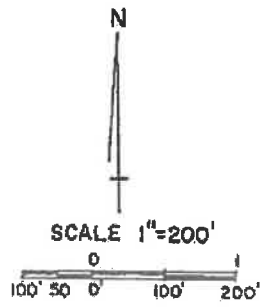


EXHIBIT "B"

LD-428
 PORTION OF
 PARCEL "C"

SE 45.
 280.
 SE 90.
 220.07
 SE 45.
 159.46
 SW 45.
 163.79
 NW 45.
 57.
 SW 6.5517
 57.
 SW 70.57385
 A= 51.5517
 R= 57.
 L= 51.65
 T= 27.75
 CORD
 49.90400853
 SEGMENT
 386.7410685
 NW 83.0443
 115.
 SW 6.5517
 171.1
 NW 83.0443
 25.
 SW 6.5517
 25.
 SW 51.5517
 A= 90.
 R= 25.
 L= 39.27
 T= 25.00
 CORD
 35.35533906
 SEGMENT

NW 83.0443
 677.96
 NW 67.1556
 136.64
 NE 6.5517
 170.
 NW 67.2527
 170.
 NW 30.1505
 A= 105.3916
 R= 170.
 L= 313.48
 T= 224.19
 CORD
 270.9178084
 SEGMENT
 25464.11743
 SE 67.2527
 2045.
 NW 66.1125
 2045.
 NE 23.1134
 A= 1.1402
 R= 2045.
 L= 44.04
 T= 22.02
 CORD
 44.03909048
 SEGMENT
 6.96122534
 NE 88.2749
 370.

NE 45.
 200.
 NE 88.2749
 145.35
 NE 45.
 79.75

TOTAL ERROR
 0.004

ACCURACY 1/
 727214.

SQ FT
 457916.17

ACRES
 10.51

LAT.
 -0.0006

DEP.
 0.0043

LD-428
 PORTION OF
 PARCEL "C"

SE 45.
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NE 45.
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 NE 88.2749
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 NE 45.
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TOTAL ERROR
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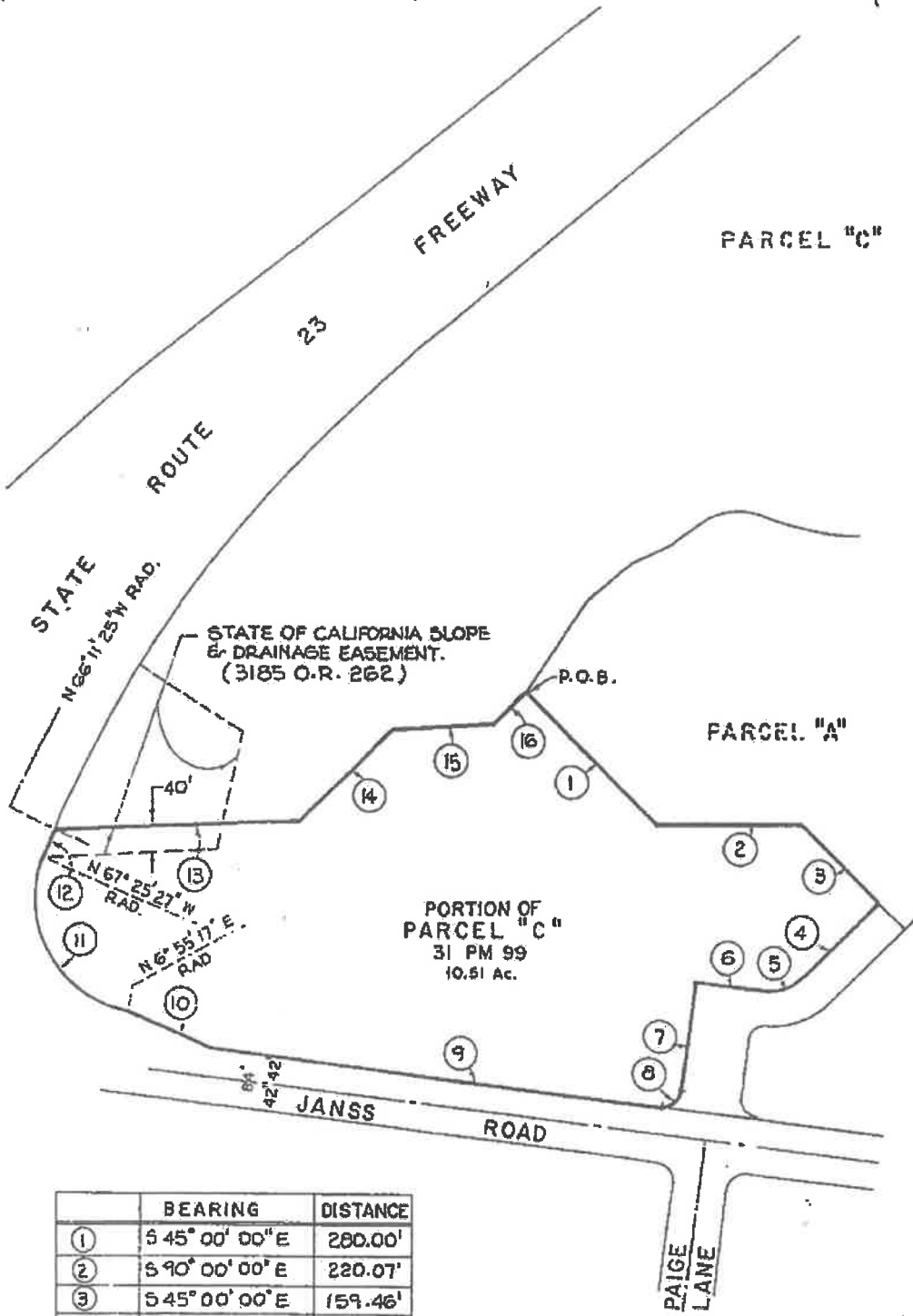
ACCURACY 1/
 727214.

SQ FT
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ACRES
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LAT.
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DEP.
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	BEARING	DISTANCE
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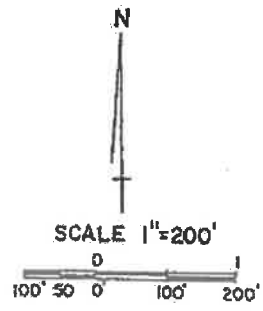


EXHIBIT "B"

210
Contract 1681-88

LEGAL DESCRIPTION

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The above described parcel contains 10.51 acres.

LL22/33

Exhibit "A"

Contract No. 1681-88

211

**FIRST AMENDMENT TO
OPERATING AGREEMENT
BETWEEN THE CITY OF THOUSAND OAKS
AND
THE CONEJO RECREATION AND PARK DISTRICT
FOR THE SENIOR ADULT CENTER**

Contract No. 1680-1988

THIS FIRST AMENDMENT to the Operating Agreement Between the City of Thousand Oaks , a municipal corporation, (hereafter "City") and the Conejo Recreation and Park District, a California special district, (hereafter "DISTRICT") for the Senior Adult Center, entitled Operating Agreement Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Senior Adult Center and dated July 12, 1988 (herein "Agreement") is made this ___ day of July, 2018.

RECITALS

- A. Section 2 of Agreement, currently, and as may have been previously amended, provides for a termination date of July 12, 2018.
- B. CITY and DISTRICT desire to extend the date of the Agreement and update the notice provisions while keeping all other terms intact.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Agreement agree to amend Agreement as described below:

Part 1. The Agreement is extended for a period of twenty years and Section 2 is hereby amended to read in its entirety as follows:

The term of this agreement shall be for a period of 50 years, which term shall commence upon the date of this agreement. However, that notwithstanding any other provision of this agreement, either party may cancel and terminate this agreement, with or without cause, and shall have no further obligations hereunder, by giving a written notice of said termination to the other party at least sixty (60) days prior to June 30th of each and every year of the term hereof .
In the event written notice of termination is not timely (on or before sixty (60) days prior to June 30), said notice shall become effective, and the termination pursuant thereto shall become effective on June 30 of the following year .

Part 2. Section 12 is hereby amended to read in its entirety as follows:

Notices given pursuant to the provisions of this agreement or necessary to carry out its provision shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid addressed to such person. The addresses for this purpose shall be as follows:

City:
City Manager
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

District:
General Manager
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks, CA 91360

Part 3. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Part 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Operating Agreement Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Senior Adult Center as of the date set forth above.

**CONEJO RECREATION AND PARK
DISTRICT**

CITY OF THOUSAND OAKS

Susan L. Holt, Chair

Andrew P. Fox, Mayor

ATTEST:

ATTEST:

Jim Friedl, General Manager

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers
City Manager

APPROVED AS TO FORM:

Tracy Noonan
City Attorney

**OPERATING AGREEMENT BETWEEN THE CITY OF THOUSAND OAKS
AND THE CONEJO RECREATION AND PARK DISTRICT
FOR THE SENIOR ADULT CENTER**

This Agreement, entered into this 12th day of July, 1988, by and between the City of Thousand Oaks, a municipal corporation herein referred to as "City," and the Conejo Recreation and Park District, a California special district, herein referred to as "District."

WITNESSETH:

WHEREAS, City is a municipal corporation located in the County of Ventura, State of California, and will be the owner of the new Goebel senior adult center building to be located on real property owned by District and leased to the City which is described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, District is a recreation and park district which provides recreation and park services on a community-wide basis and which boundaries include the City of Thousand Oaks; and District has developed expertise, professional knowledge, competence and staff capability in the business of park and recreation services; and

WHEREAS, said District provides recreation and park services for the citizens of the City of Thousand Oaks and as a result thereof, City has been relieved of the obligation of providing said services to its citizens; and

WHEREAS, City and District are desirous of entering into an agreement relative to the operation and maintenance of the Goebel Senior Adult Center, wherein District undertakes to perform all recreational services connected therewith, and City assumes other responsibilities; and

WHEREAS, the Government Code of the State of California empowers the City and Public Resources Code empowers the District to acquire sites for and to acquire, construct, maintain, and operate facilities, including buildings, parking, and landscaping necessary and convenient for recreational purposes and for other public and municipal purposes; and

WHEREAS, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, provides that two or more public agencies by agreement may join in the exercise of any power common to each of them and this agreement is entered into pursuant to said joint exercise of powers authority.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. BASIC AGREEMENT

As a follow-up to that certain Land Lease separately entered into between District and City allowing for the nonexclusive use of the real property described in Exhibit A, attached hereto, district hereby agrees to the terms and conditions herein and agrees to commence and maintain recreational programs for senior adults pursuant to the provisions hereof at the new Goebel Senior Adult Center, a facility to be constructed of approximately

17,400 square feet. The District shall, at its own and sole expense, operate, commence and maintain the recreational programs described herein upon the completion and acceptance by the City of the building is referred to as the new Goebel Senior Adult Center, Janss Road, Thousand Oaks, California. The City hereby, authorize the District to have the non-exclusive use of the Goebel Senior Adult Center facility for the above described operation of senior recreational purposes.

2. TERM

The term of this agreement shall be for a period of 30 years, which term shall commence upon the date of this agreement. However, that notwithstanding any other provision of this agreement, either party may cancel and terminate this agreement, with or without cause, and shall have no further obligations hereunder, by giving a written notice of said termination to the other party at least sixty (60) days prior to June 30th of each and every year of the term hereof. In the event written notice of termination is not timely (on or before sixty (60) days prior to June 30), said notice shall become effective, and the termination pursuant thereto shall become effective on June 30 of the following year.

3. ACTIVITIES OF DISTRICT

At and/or within the Goebel Senior Adult Center, the District shall organize, manage, and conduct recreation programs and related services designed primarily for senior citizens ages 50 years and older. District shall supply the expertise, professional knowledge and competence, and staff for the operation of said recreational programs and services at the Goebel Senior Adult Center. District shall act as the coordinating agency for all senior citizens activities and organizations operating within the center and all scheduling of activities within the center. The parties hereto understand and agree that the use of premises by District shall be nonexclusive and that City and District have the right to use said premises for other than recreational and public purposes. City shall schedule all their uses through District. The parties agree to use every reasonable effort to coordinate said premises use and to avoid conflict in the scheduling thereof.

4. UTILITIES

The City shall provide at its own expense the following utilities necessary for the operation and use of the premises: electricity, gas, water, sewer and refuse collection. District shall provide at its expense the following utilities which may be used in connection with its recreational programs: telephone service and cable TV service.

5. MAINTENANCE OF PREMISES

City shall provide and maintain at its expense all interior and exterior maintenance of the premises, including interior custodian services, plant and irrigation systems. District shall have no responsibility for either interior or exterior maintenance of the premises.

6. FURNISHING AND EQUIPMENT

District shall provide and maintain at its expense all interior furnishings. City shall have no responsibility for interior furnishings, their repair or upkeep.

7. RELATIONSHIP OF PARTIES

The District's relationship to the City shall be one of independent contractor to City and that in no event shall this agreement be construed as creating any other relationship, including that of joint venturer, employer-employee, principal-agent, or any other relationship not herein designated.

8. NO GRANT OF TITLE

Nothing herein contained shall be construed to grant or to imply that any grant or conveyance has been made to District of any title or interest in and to said Goebel Senior Adult Center improvements or of the City's interest under its lease of the land on which the same is located.

9. MUTUAL INDEMNITY AND HOLD HARMLESS

Neither City nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by District under or in connection with any activity delegated to District under this agreement. The District shall fully indemnify and hold City harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of anything done or omitted to be done by District pursuant to this agreement.

Neither District nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any activity delegated to City pursuant to this agreement. The City shall fully indemnify and hold District harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of anything done or omitted to be done by City under or in connection with any activity delegated to City pursuant to this agreement.

10. AMENDMENTS

No alteration, variation, or amendment of the terms of this agreement is valid unless made in writing and signed by the parties and that no oral understanding or agreements not incorporated, and no alterations or variations of the terms, unless made in writing between the parties, is binding on either of the parties hereto.

11. NO ASSIGNMENT

There shall be no assignment of this agreement or subleasing by the District, except upon the City's written consent, which shall not be unreasonably withheld.

12. MANNER OF GIVING NOTICE

Notices given pursuant to the provisions of this agreement or necessary to carry out its provision shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid addressed to such person. The addresses for this purpose shall be as follows:

City: City Manager
 City of Thousand Oaks
 2150 West Hillcrest Drive
 Thousand Oaks, CA 91320


District: General Manager
Conejo Recreation and Park District
1 Boardwalk, Suite 200
Thousand Oaks, CA 91360

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the date above designated by the proper officers of each who are duly authorized to execute this instrument.

CITY OF THOUSAND OAKS


Lee Caldwell, Mayor

CONEJO RECREATION AND PARK DISTRICT


Tex Ward
General Manager and Secretary
to the Board of Directors

ATTEST:


Nancy S. Dillon, City Clerk

APPROVED AS TO FORM:


Mark G. Sellers
City Attorney

APPROVED AS TO ADMINISTRATION:


Grant R. Brimhall
City Manager

CMO:lj
D176/A

orig.
11-92-6

AGREEMENT BETWEEN THE CITY OF SIMI VALLEY AND THE RANCHO
SIMI RECREATION AND PARK DISTRICT

THIS AGREEMENT is made and entered into in the City of Simi Valley on this 5th day of October , 1992, by and between the CITY OF SIMI VALLEY, a municipal corporation, hereinafter referred to as "CITY", and the RANCHO SIMI RECREATION AND PARK DISTRICT, hereinafter referred to as "DISTRICT".

1. Description of Premises. CITY hereby leases certain premises situated in the City of Simi Valley, County of Ventura, State of California, and more particularly described as follows: Simi Valley Senior Citizens Center, 3900 Avenida Simi.

2. Term. The term of this Agreement shall commence on October 5, 1992, and shall continue until terminated.

3. Consideration. In lieu of rent, the consideration for this Agreement is the DISTRICT providing of recreation classes to senior citizens at the CITY's Senior Citizens Center.

4. Rental Hours. Upon approval by City staff, the DISTRICT may have use of the premises (space available) for the purpose of providing recreational classes to senior citizens during the following hours: Monday through Friday, between 8:00 a.m. and 5:00 p.m.

5. Assignment and Subletting. The DISTRICT shall not assign this Agreement or sublet the described premises without the prior written consent of the CITY.

6. Repair and Maintenance. During the Agreement term, the CITY shall maintain the premises in good repair and tenantable condition including, but not limited to, the maintenance and repair of plumbing, heating, electrical, air conditioning and ventilating equipment, and fixtures so that all such facilities are kept in good operative condition. CITY has no duty to repair damage arising from a willful or negligent act of the DISTRICT'S agents, invitees, or employees. DISTRICT shall repair any damage arising from a willful or negligent act of its agents, invitees, or employees.

7. Service and Utilities. The CITY shall furnish to DISTRICT, during the Agreement term and at CITY's sole cost, the following services and utilities:

- a. Hot and cold water in restrooms;
- b. Electricity;
- c. Janitorial services.

CITY shall furnish all other necessary services to maintain the premises in safe and sanitary condition.

DISTRICT shall keep areas used in a clean and neat condition.

8. Insurance Requirements.

a. General Conditions - Without limiting the DISTRICT's indemnification of CITY, DISTRICT shall provide and maintain at its own expense the insurance listed under "Evidence of Coverages", subject to the following conditions:

1) CITY, and its Officials, Officers, employees, representatives, and agents shall be included as additional insureds in all liability insurance policies.

2) Such insurance shall be primary with respect to any insurance maintained by the CITY and shall not call on CITY's insurance for contributions.

3) With respect to the interests of the CITY, DISTRICT shall not cancel nor reduce in coverage or limits any insurance until after thirty (30) days written notice (return receipt requested) to the City of Simi Valley, Department of General Services, 2929 Tapo Canyon Road, Simi Valley, California 93063.

4) A City approved endorsement or certified copy of insurance policies providing coverage shall be submitted to and approved by the CITY's Risk Manager prior to the commencement of tenancy.

b. Workers' Compensation - DISTRICT shall procure and maintain during the term of this Agreement, either workers' compensation insurance or a valid certificate of consent to self-insure for all employees.

DISTRICT hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code requiring every employer to be insured against liability for workers' compensation.

c. Aggregate Limits/Blanket Coverage - If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of the DISTRICT outside the described premises, DISTRICT shall give CITY prompt, written notice of any incident, occurrence, claim, settlement, or judgment against that insurance which may diminish the protection that such insurance affords the CITY. DISTRICT shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.

d. Modification of Coverage - CITY reserves the right to change at any time during the term of this Agreement the amounts and types of insurance required by giving DISTRICT ninety (90) days written notice.

e. Failure to Procure or Maintain Insurance - DISTRICT's failure to procure or maintain any required insurance shall constitute a material breach of contract, for which the CITY may immediately terminate this Agreement or, at

its discretion, procure or renew such insurance to protect the CITY's interests, to pay any and all premiums in connection therewith, and to recover all monies so paid from DISTRICT.

f. Underlying Insurance - DISTRICT shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect the DISTRICT'S and the CITY's interests, and for ensuring that such persons comply with any applicable insurance statutes. DISTRICT is encouraged to seek professional advice in this regard.

g. Evidence of Coverages - Evidence of coverages as described below, having as a minimum, the limits shown, must be submitted and approved prior to commencement of tenancy.

<u>Coverage</u>	<u>Limits</u>
1. Workers' Compensation Employer's Liability	Statutory \$200,000
2. General Liability (must be written on an occurrence form), including: Premises and Operations Contractual Liability Independent Contractors Products/Completed Operations Broad Form Property Damage Personal Injury Broad Form Liability Endorsement	\$1 million
3. Automobile Liability (must be written on an occurrence form), including: Owned Automobiles Nonowned/Hired Automobiles	\$2 million

9. Hold Harmless and Indemnification. DISTRICT agrees to defend, indemnify, and hold harmless the CITY, its officials, officers, employees, representatives, and agents, from and against all claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission of DISTRICT, its agents, employees, and subcontractors of any tier and employees thereof in connection with the performance or non-performance of this Agreement. The DISTRICT shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, expenses, or damages.

CITY agrees to defend, indemnify, and hold harmless DISTRICT, its officials, officers, employees, representatives, and agents, from and against all

claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission of CITY, its agents, employees, and subcontractors of any tier and employees thereof in connection with the performance or non-performance of this Agreement. The CITY shall thoroughly investigate any and all claims and indemnify the DISTRICT and do whatever is necessary to protect the District, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, expenses, or damages.

10. Amendments. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Director of Environmental Services of the City of Simi Valley.

11. Termination. The CITY or DISTRICT may terminate this Agreement, with or without cause, at any time by giving written notice to the other party at least thirty (30) days prior to the date when such termination shall become effective.

12. Complete Agreement. This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto; should any attachment hereto or matter incorporated by reference herein be in conflict with the provisions hereof, the provisions hereof shall govern.

13. Notice. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY	Diane Davis-Crompton, Director Department of Environmental Services City of Simi Valley 2929 Tapo Canyon Road Simi Valley, CA 93063
------	---

DISTRICT	Jerry L. Gladden, General Manager Rancho Simi Recreation and Park District 1692 Sycamore Drive Simi Valley, CA 93065
----------	---

14. Time of Performance. Time is of the essence in this Agreement.

15. Authority to Execute Agreement. Both CITY and DISTRICT do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute agreements for such party.

16. Applicable Regulations. DISTRICT covenants to comply with all applicable Federal, State, County, and City laws, statutes, and ordinances in the performance of this Agreement.

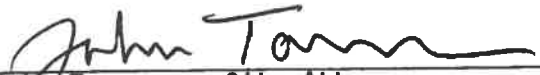
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:



Myrna Katsch
Deputy City Clerk

APPROVED AS TO FORM:

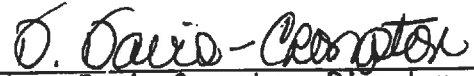


John Torrance, City Attorney

APPROVED AS TO CONTENT:



M. L. Koester, City Manager




Diane Davis-Crompton, Director
Department of Environmental Services

CITY OF SIMI VALLEY, A Municipal Corporation

By: 

GREGORY STRATTON, MAYOR OF THE
CITY OF SIMI VALLEY, CALIFORNIA

RANCHO SIMI RECREATION AND PARK DISTRICT

By: 

Jerry Gladden, General Manager

APPENDIX D: SURVEY REPORT







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PLEASANT VALLEY RECREATION & PARKS DISTRICT FACILITY NEEDS ASSESSMENT SURVEY RESULTS JANUARY 2018



TABLE OF CONTENTS

-  METHODOLOGY & SELECTED FINDINGS
-  DEMOGRAPHICS
-  FACILITIES, AMENITIES, & SERVICES
-  COMMUNICATION
-  FINANCIAL CHOICES / FEES
-  SUGGESTIONS



INTRODUCTION

The purpose of this study was to gather public feedback on Pleasant Valley Recreation & Park District (PVRPD) facilities, services, and programs. This survey research effort and subsequent analysis were designed to assist PVRPD and the City of Camarillo in developing the district's master plan regarding existing and potential senior and community recreation facilities, programs, and amenities.



METHODOLOGY

The survey was conducted using three primary methods: 1) a mail-back survey, 2) an online, invitation-only web survey to further encourage response from those residents already within the defined invitation sample, and 3) an open-link survey for members of the public who were not part of the invitation sample. The analysis herein primarily focuses on responses from the statistically-valid invitation sample.

The primary list source used for the mailing was a third party list purchased from Melissa Data Corp., a leading provider of data with emphasis on U.S., Canadian, and international address and phone verification as well as postal software. Use of the Melissa Data list also includes renters in the sample who are frequently missed in other list sources such as utility billing lists.



METHODOLOGY

A total of 3,500 surveys were mailed to a random sample of PVRPD residents in November 2017. The final sample size for this statistically valid survey was 336, resulting in a margin of error of approximately +/- 5.3 percentage points calculated for questions at 50% response. The open link survey received an additional 748 responses.

The analysis herein primarily focuses on responses from the statistically-valid invitation sample. However, invitation sample results are compared to those from the open link sample throughout the report. Furthermore, results were segmented and analyzed by presence of children in the household and respondent age (invitation sample only). Those results are presented in cases where meaningful differences were observed.

For the total invitation sample size of 336, margin of error is +/- 5.3 percent calculated for questions at 50% response (if the response for a particular question is “50%”—the standard way to generalize margin of error is to state the larger margin, which occurs for responses at 50%). Note that the margin of error is different for every single question response on the survey depending on the resultant sample sizes, proportion of responses, and number of answer categories for each question. Comparison of differences in the data between various segments, therefore, should take into consideration these factors. As a general comment, it is sometimes more appropriate to focus attention on the general trends and patterns in the data rather than on the individual percentages.

WEIGHTING THE DATA

The underlying data were weighted by age to ensure appropriate representation of PVRPD residents across different demographic cohorts in the sample. Using U.S. Census Bureau and Esri Business Analyst, the age distributions within the invitation sample were adjusted to more closely match the 2017 demographic profile of PVRPD.

Due to variable response rates by some segments of the population, the underlying results, while weighted to best match the overall demographics of residents, may not be completely representative of some sub-groups of the PVRPD population.



TOP 10 FINDINGS

1. **Several facilities and amenities are important to PVRPD households and were rated above-average relative to needs being met, indicating that PVRPD should keep up the good work with: community and neighborhood parks, green space/natural areas, youth playgrounds, the Community Center, recreation programs/classes, and pavilion/picnic shelters.**
2. **Trails / pathways are also highly important to households, but received a lower average rating for the extent to which community needs are met. Improving trails / pathways would likely positively affect the degree to which community needs are met overall.**
3. **A special event space is highly desired by a large share of residents. It was the most selected item for facilities / amenities to develop or expand by PVRPD in the future. A notable share of respondents also prioritized a senior activities area. While the senior activities area is most favored by older residents, a special event space drew interest from all age groups.**
4. **When it comes to future programs, senior programs garnered the most interest, with the greatest share of invitation respondents selecting it as a first priority and as a top three priority overall. When assessed by age, results highlight senior programs to be a particular interest of the 55 or over segment. Youth programs are of great interest to households with children. Meanwhile, special events are important to millennial residents.**
5. **Residents are most supportive of user fees as a mechanism to fund operations and maintenance costs of facilities and programs that may be developed in the future. Respondents would be most comfortable paying \$50 or less annually to support such efforts. A new dedicated property tax assessment didn't garner much support, with more invitation respondents indicating they would vote "no" for such a measure than "yes".**



TOP 10 FINDINGS

6. **If it was determined that a new community / senior center should be built or the existing facility should be expanded or renovated, invitation respondents' single overall preference would be to renovate the current facility, with a somewhat smaller share favoring expansion. Open link respondents were more likely to favor expansion over renovation.**
7. **With regards to where such a facility should be located, near equal shares of respondents were in favor of the current location at 1605 E Burnley or reported that they had no strong preference (whatever was determined best by the District).**
8. **Attention to the following areas would likely help increase residents' utilization of PVRPD recreation facilities: more programs and events, improvements to existing facilities and amenities, condition / maintenance of facilities, and better quality programs / community events.**
9. **Overall, residents are highly satisfied with PVRPD parks. While satisfaction is still quite high for recreation programs /services and indoor facilities, it's not to the same degree as for parks. Specific amenities with which residents are most satisfied include outdoor sports facilities, community / special events, youth programs, and open space / trails. Conversely, the Senior Center and Freedom Gym received low satisfaction ratings.**
10. **PVRPD is effective in its communication to residents, with hardly any respondents of either sample indicating the District isn't effective. Program guide / brochure, internet / website, District email / newsletter, and email from PVRPD are the most preferred communication channels.**



DEMOGRAPHIC PROFILE

Roughly one third of invitation respondents are under age 45 (34%). Nearly half of invitation sample respondents (45%) live with children at home, 23% are singles or couples without children, 31% are empty nesters. About two-thirds of the invitation sample are female. Open link respondents have a similar profile, but skew slightly older (average age 59.1 vs. 53.8) and are slightly more likely to be empty nesters (35%).

Pleasant Valley Recreation & Park District | Demographic Profile

		Invitation Sample	Open Link
Gender	Female	66%	65%
	Male	34%	35%
Age	Under 35	17%	5%
	35 - 44	17%	16%
	45 - 54	18%	18%
	55 - 64	19%	21%
	65 - 74	15%	23%
	75 or over	13%	16%
Household Status	Single, no children	12%	12%
	Single with children at home	8%	5%
	Single, children no longer at home	7%	8%
	Couple, no children	11%	13%
	Couple with children at home	37%	35%
	Couple, children no longer at home	24%	27%

Source: RRC Associates and GreenPlay



DEMOGRAPHIC PROFILE

The invitation and open samples have relatively similar income profiles, with roughly half of households earning under \$100,000 and half over \$100,000 annually. Nine percent of invitation respondents identify as an “other” race and seven percent are Asian, Asian Indian or Pacific Islander; ten percent identify themselves as being of Hispanic/Latino origin.

Pleasant Valley Recreation & Park District		Demographic Profile	
		Invitation Sample	Open Link
Annual household Income	Under \$25,000	5%	5%
	\$25,000–49,999	12%	11%
	\$50,000–74,999	17%	14%
	\$75,000–99,999	13%	16%
	\$100,000–149,999	29%	26%
	\$150,000–199,999	13%	15%
	\$200,000–249,999	6%	7%
	\$250,000 or more	5%	7%
Ethnicity	Non-Hispanic/Latino	90%	88%
	Hispanic/Latino	10%	12%
Race	White	81%	82%
	Other	9%	9%
	Asian, Asian Indian or Pacific Islander	7%	8%
	Native American	1%	1%
	Black or African American	3%	0%

Source: RRC Associates and GreenPlay



RESIDENTIAL PROFILE

Both samples average about 21 years of residency in the area. Distributions of location in the district and household tenure are very similar among the invitation and open link samples.

Pleasant Valley Recreation & Park District		Residential Profile	
		Invitation Sample	Open Link
<i>Where do you live?</i>	North of 101 & East of Arneill Road	49%	45%
	North of 101 & West of Arneill Road	32%	33%
	South of 101	17%	14%
	Other:	2%	7%
<i>Number of Years Lived in Area</i>	Less than a year	2%	5%
	1 - 5 years	14%	11%
	6 - 10 years	15%	12%
	11 - 15 years	13%	15%
	16 - 20 years	15%	11%
	20+ years	42%	45%
	Average	21.0	21.4
<i>Household Tenure</i>	Own	87%	86%
	Rent	13%	12%
	Other	0%	2%

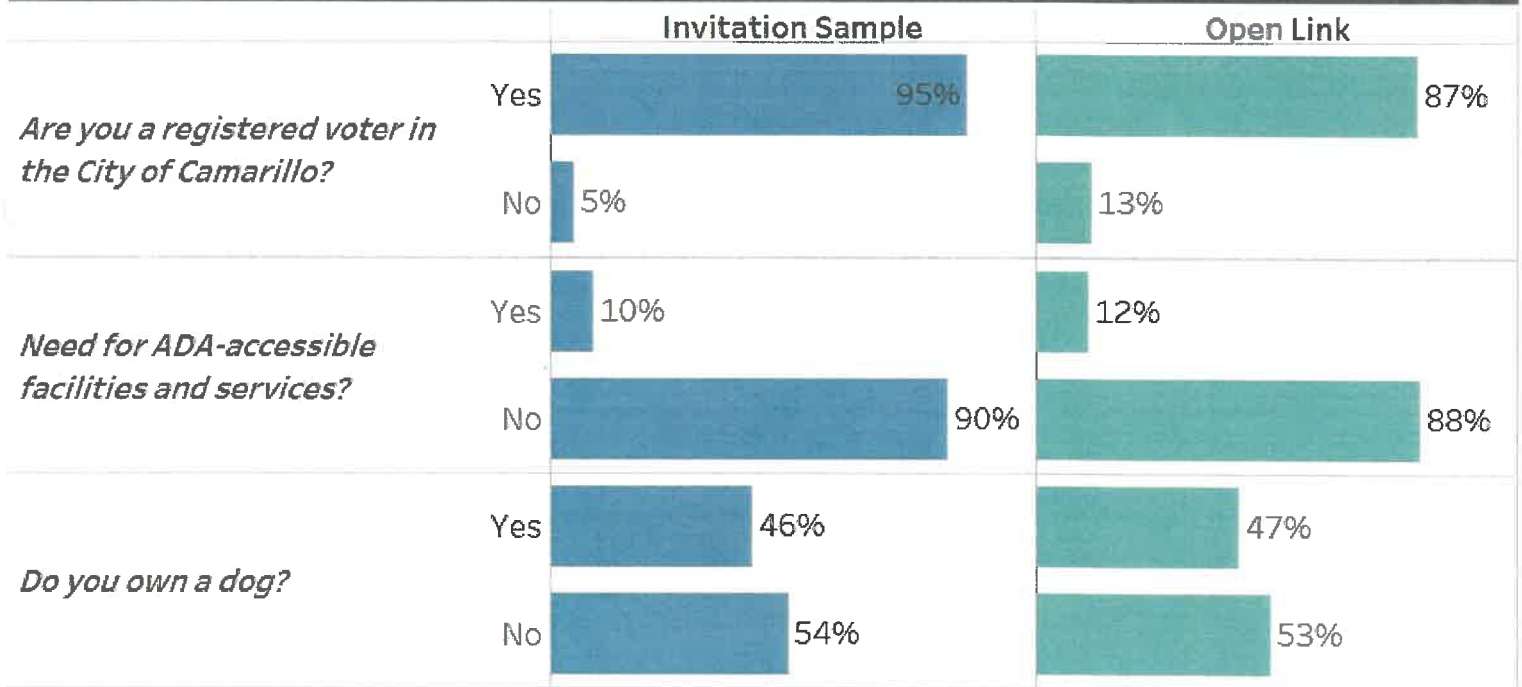
Source: RRC Associates and GreenPlay



RESIDENTIAL PROFILE

A vast majority of invitation sample respondents are registered to vote in the City of Camarillo (95%), 10% reported a need for ADA-accessible facilities and services, and 46% own a dog. Open link respondents are slightly less likely to be registered to vote (87% vs. 95%), slightly more likely to have a need for ADA-accessible facilities and services (12% vs. 10%), and slightly more likely to own a dog (47% vs. 45%).

Pleasant Valley Recreation & Park District | Residential Profile



Source: RRC Associates and GreenPlay

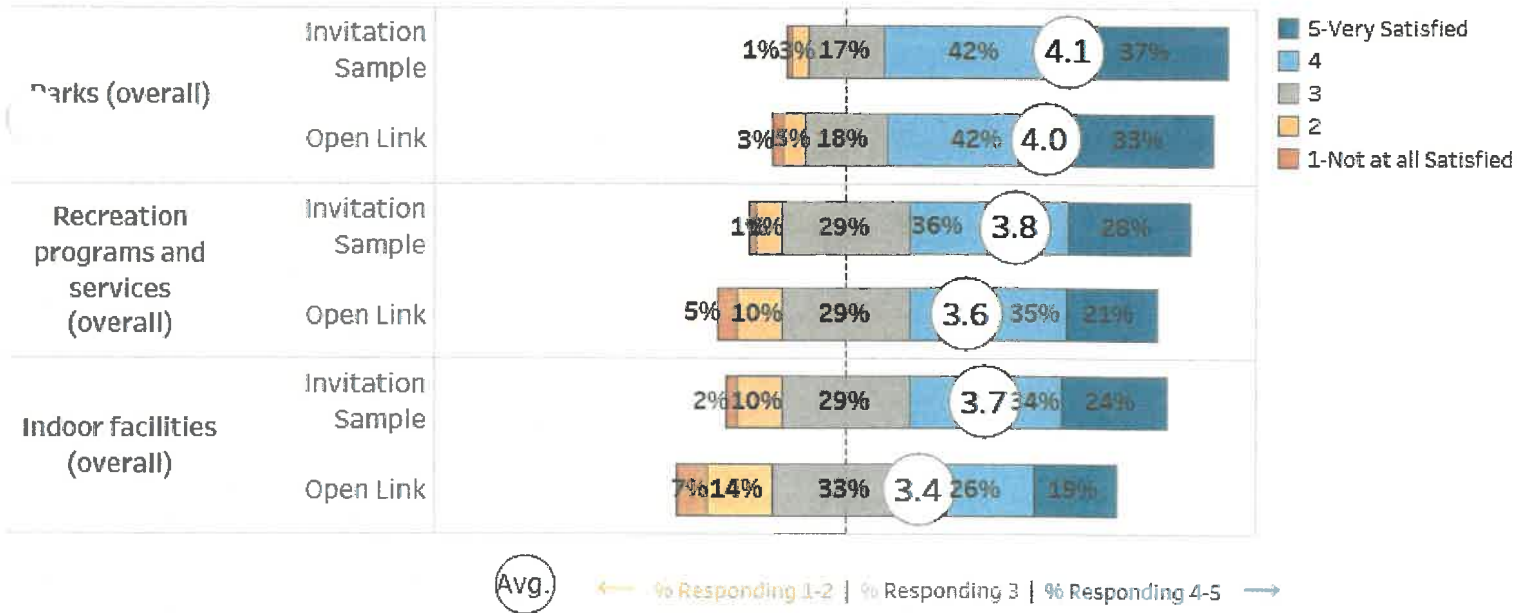


SATISFACTION WITH PARKS & RECREATION

Overall satisfaction ratings were highest for parks, followed by recreation programs or services, and then indoor facilities. Invitation respondents provided higher satisfaction ratings for each item than did open link respondents.

Pleasant Valley Recreation & Park District | Satisfaction with adequacy of PVRPD...

How satisfied have you and your household been with the adequacy of PVRPD parks, programs, and facilities you use (adequacy meaning quality, condition, quantity, and distribution of facilities)?

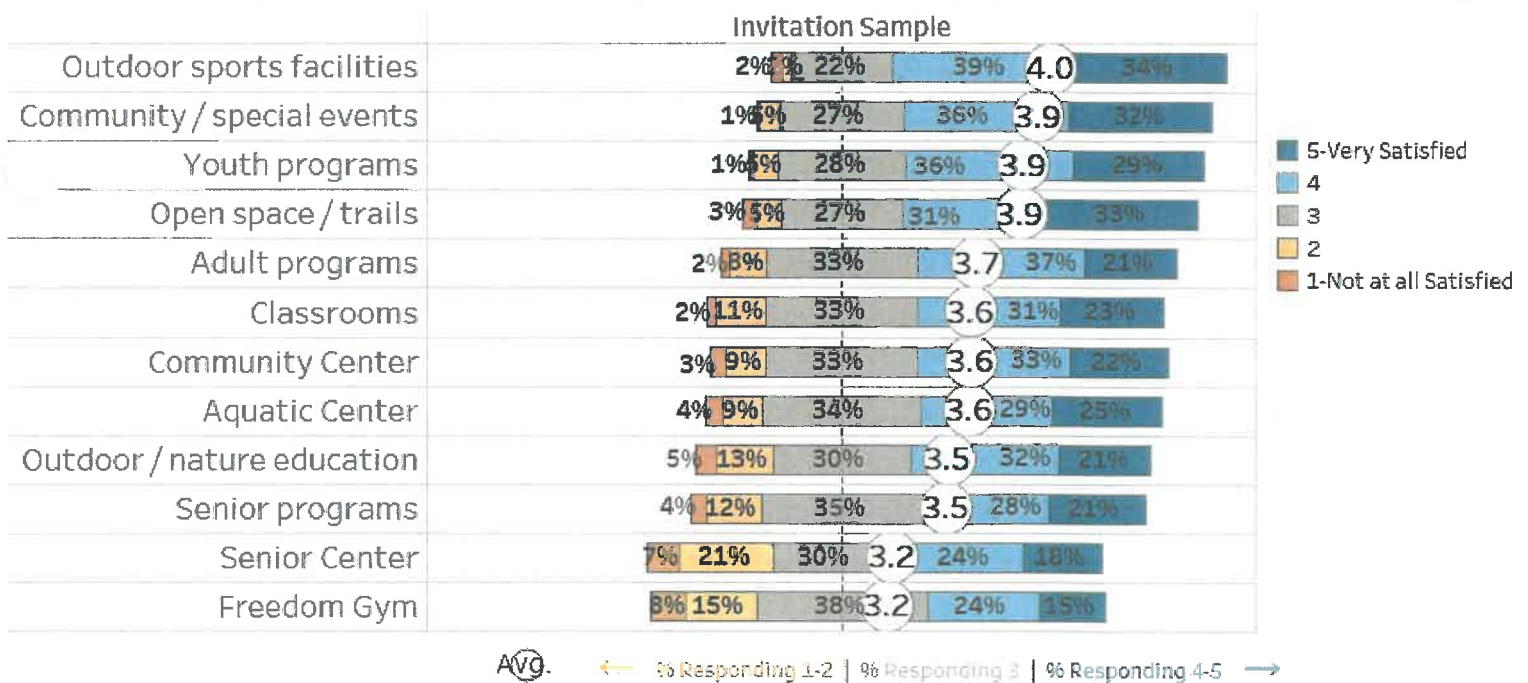




SATISFACTION WITH PARKS & RECREATION

Specifically, invitation respondents were most satisfied with outdoor sports facilities (73% rated as satisfied), community / special events (68%), and youth programs (65%). Invitation respondents were least satisfied with the Freedom Gym (39%) and the Senior Center (42%).

Pleasant Valley Recreation & Park District | Satisfaction with adequacy of PVRPD...





SATISFACTION WITH PARKS & RECREATION

Across all categories, open link respondents were less satisfied than the invitation sample, except for the Aquatic Center, for which they provided a slightly higher average satisfaction rating. They differed most with respect to outdoor sports facilities, adult programs, classrooms, senior programs, and the senior center.

Pleasant Valley Recreation & Park District | Satisfaction with adequacy of PVRPD...

	Invitation Sample	Open Link
Outdoor sports facilities	4.0	3.6
Community / special events	3.9	3.8
Youth programs	3.9	3.7
Open space / trails	3.9	3.6
Adult programs	3.7	3.4
Classrooms	3.6	3.3
Community Center	3.6	3.5
Aquatic Center	3.6	3.7
Outdoor / nature education	3.5	3.5
Senior programs	3.5	3.2
Senior Center	3.2	2.9
Freedom Gym	3.2	3.0



COMMENTS ON SATISFACTION RATINGS

Respondents had an opportunity to further comment on their level of satisfaction with the adequacy (e.g., quality, condition, quantity, distribution) of PVRPD parks, programs, and facilities. Improvements were frequently suggested, but many respondents also used the space to compliment PVRPD amenities. A selection of verbatim invitation responses is shown below. The full listing of responses is provided in the appendix and should be reviewed to fully understand the breadth and depth of respondents' input.

Suggestions for Improvement

Camarillo should have better facility for Senior Center that Camarillo Citizen can proud of, as senior population is growing. Also it would be nice to have a Ice Skating or Roller Skating Rink in Camarillo, so that we don't need to go to other cities. We already have beautiful Soccer and Baseball Fields. Why don't we improve what we need?

Community Center and Aquatic Center appear to look old and need a facelift.

Facilities seem outdated and worn out. Loved kindermusik. Underwhelmed by Dos Caminos Preschool classes. Need more hiking/biking trails

We need a new, modernized community center with teen facilities and possibly senior facilities in the same location on Burnley. It would be nice if there were more youth programs in the evening (after 5 pm) for dual income families. Most of the events and programs I'd like to participate in with my son occur in the afternoon and are geared toward a stay at home parent or grandparent.

Tennis courts have issues with lights, nets, dirt, leaves

Positive Feedback

My daughter loved her childhood swim lessons and dance classes. We love Mission Oaks trails.

Love the concerts in the park. Very well organized !!!!

I love that Journey the Church uses the Center!!!

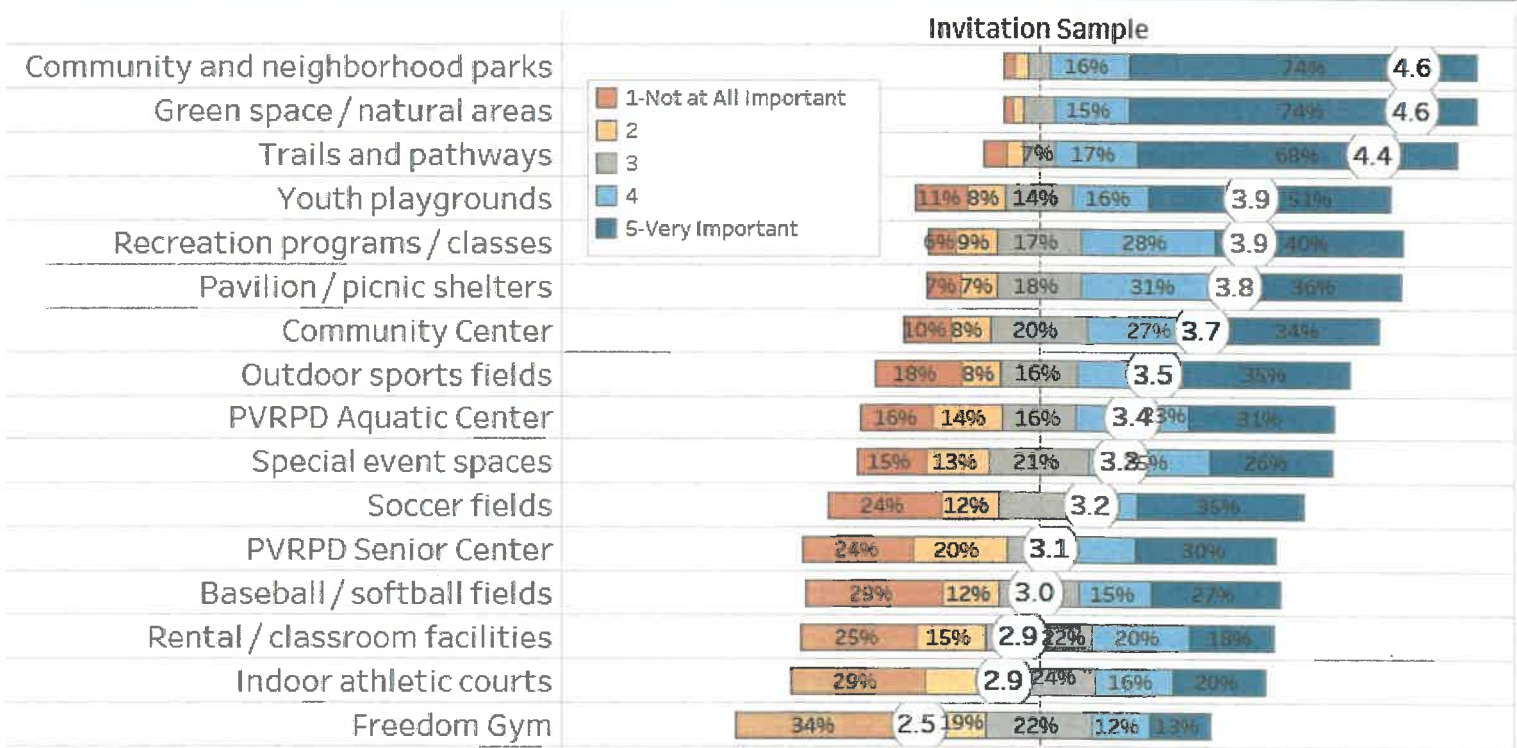
I look forward to the expansion of Calleguas Creek walking path



IMPORTANCE OF EXISTING FACILITIES

Community and neighborhood parks (90% rated as important), green space / natural areas (89%), and trails and pathways (85%) were rated as most important among invitation respondents.

Pleasant Valley Recreation & Park District | Importance of Facilities to Household



Avg. ← % Responding 1-2 | % Responding 3 | % Responding 4-5 → Sorted by Average Rating



IMPORTANCE OF EXISTING FACILITIES

Community and neighborhood parks, green space/natural areas, and trails and pathways were also the highest-rated facilities among open link households. Importance ratings were similar among both samples, however open link respondents were more likely to place importance on the PVRPD Senior Center, Freedom Gym, Community Center, special events spaces, and rental/classroom facilities.

Pleasant Valley Recreation & Park District | Importance of Facilities to Household
Average Rating (1=Not at All Important, 5=Very Important)

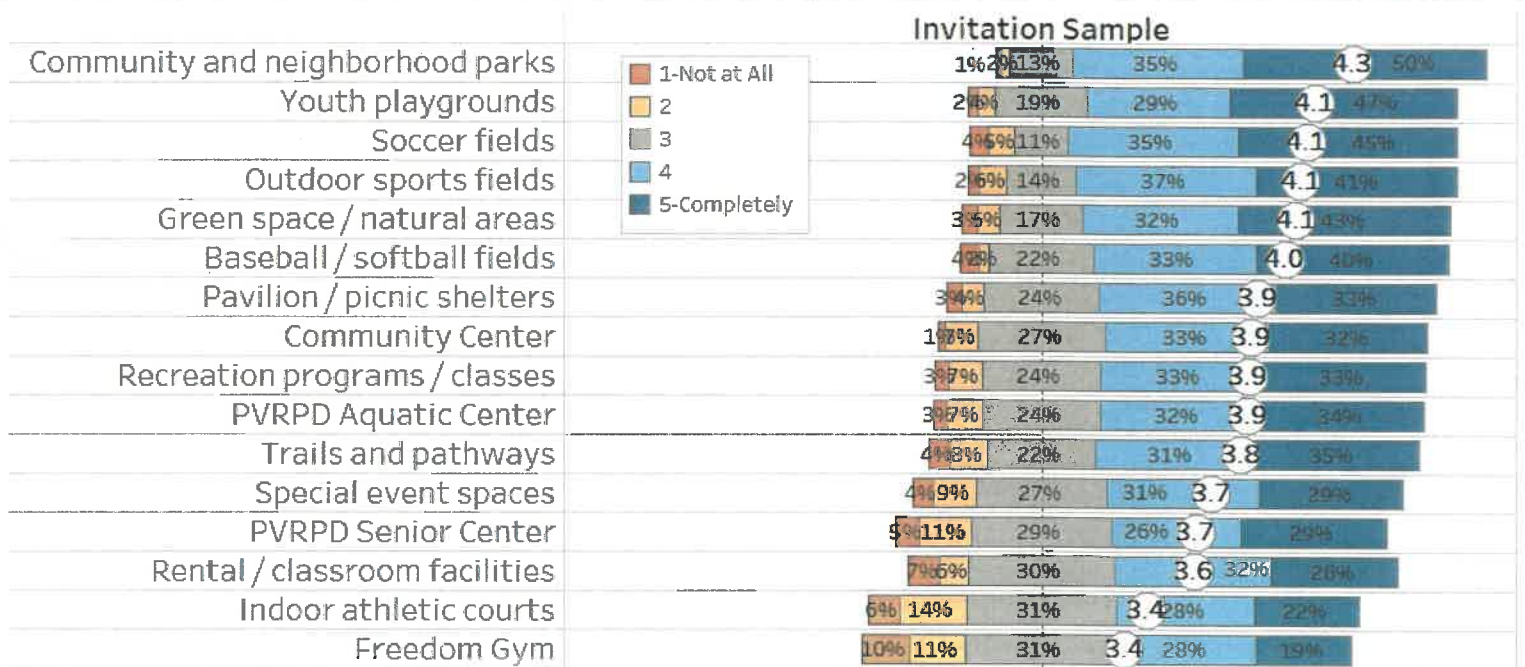
	Invitation Sample	Open Link
Community and neighborhood parks	4.6	4.5
Green space / natural areas	4.6	4.4
Trails and pathways	4.4	4.1
Youth playgrounds	3.9	3.7
Recreation programs / classes	3.9	4.1
Pavilion / picnic shelters	3.8	3.6
Community Center	3.7	4.1
Outdoor sports fields	3.5	3.6
PVRPD Aquatic Center	3.4	3.4
Special event spaces	3.3	3.7
Soccer fields	3.2	3.2
PVRPD Senior Center	3.1	3.8
Baseball / softball fields	3.0	3.0
Rental / classroom facilities	2.9	3.3
Indoor athletic courts	2.9	3.2
Freedom Gym	2.5	3.0



DEGREE TO WHICH FACILITIES MEET NEEDS

Invitation respondents indicated that most facilities meet needs to a large extent, particularly community and neighborhood parks (85% said needs are being met), soccer fields (80%), outdoor sports fields (78%), youth playgrounds (76%), and green space / natural areas (75%).

Pleasant Valley Recreation & Park District | Degree to Which Facilities Meet Needs



← % Responding 1-2 | % Responding 3 | % Responding 4-5 → Sorted by Average Rating



DEGREE TO WHICH FACILITIES MEET NEEDS

Open link respondents provided lower needs-met ratings for all of the facilities, most notably for the soccer fields, PVRPD Senior Center, and outdoor sports fields. Both groups provided high average needs-met ratings for community and neighborhood parks.

Pleasant Valley Recreation & Park District | Degree to Which Facilities Meet Needs
Average Rating (1=Not at All Important, 5=Very Important)

	Invitation Sample	Open Link
Community and neighborhood parks	4.3	4.1
Youth playgrounds	4.1	3.9
Soccer fields	4.1	3.6
Outdoor sports fields	4.1	3.7
Green space / natural areas	4.1	3.9
Baseball / softball fields	4.0	3.8
Pavilion / picnic shelters	3.9	3.8
Community Center	3.9	3.7
Recreation programs / classes	3.9	3.7
PVRPD Aquatic Center	3.9	3.7
Trails and pathways	3.8	3.7
Special event spaces	3.7	3.6
PVRPD Senior Center	3.7	3.3
Rental / classroom facilities	3.6	3.5
Indoor athletic courts	3.4	3.2
Freedom Gym	3.4	3.3



IMPORTANCE-PERFORMANCE MATRIX

High importance/ Low needs met

These are key areas for potential improvements. Improving these facilities would likely positively affect the degree to which community needs are met overall.

High importance/ High needs met

These amenities are important to most respondents and should be maintained in the future, but are less of a priority for improvements as needs are currently being adequately met.

These “niche” facilities have a small but passionate following, so measuring participation when planning for future improvements may prove to be valuable.

Low importance/ Low needs met

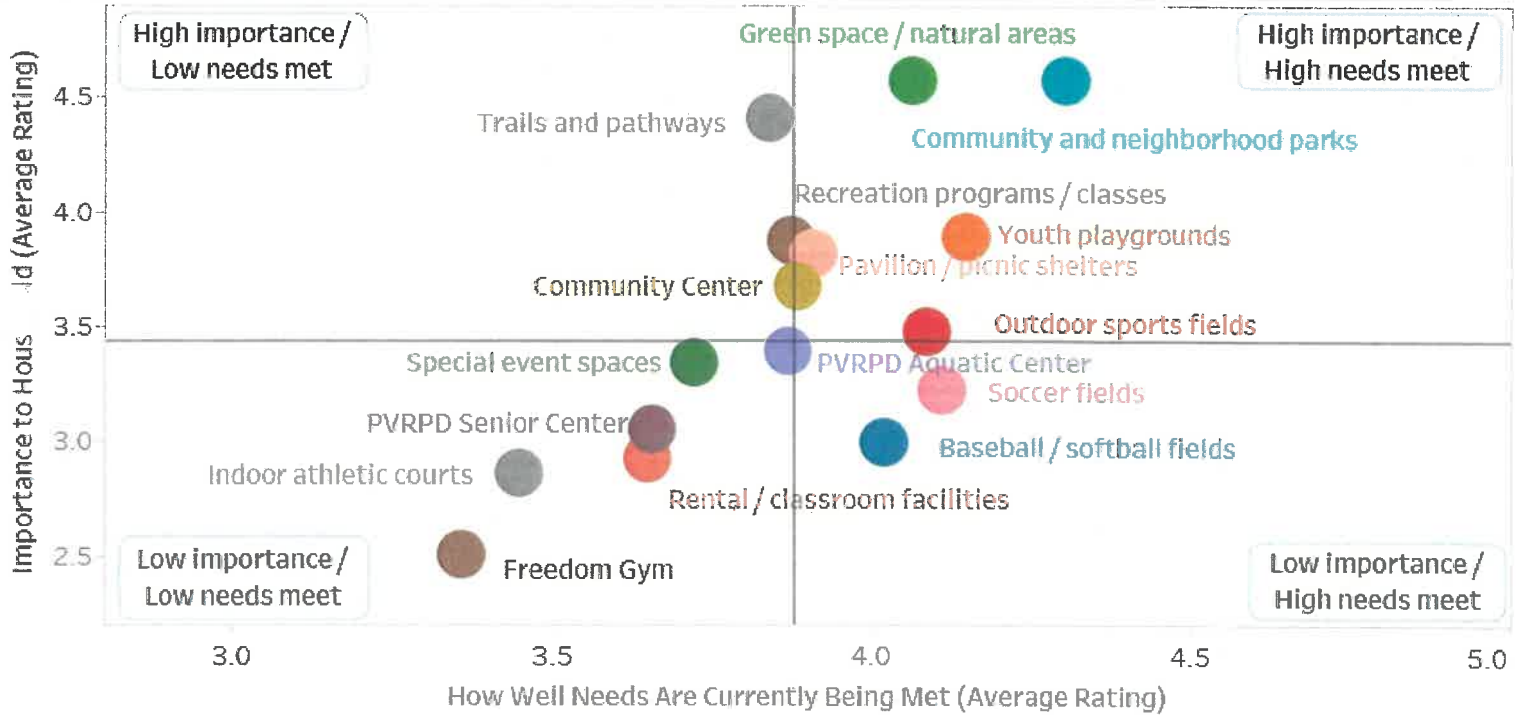
Current levels of support appear to be adequate. Future discussions evaluating whether the resources supporting these facilities outweigh the benefits may be constructive.

Low importance/ High needs met



IMPORTANCE-PERFORMANCE MATRIX

Pleasant Valley Recreation & Park District | Level of Importance vs. Needs Met for Current Facilities

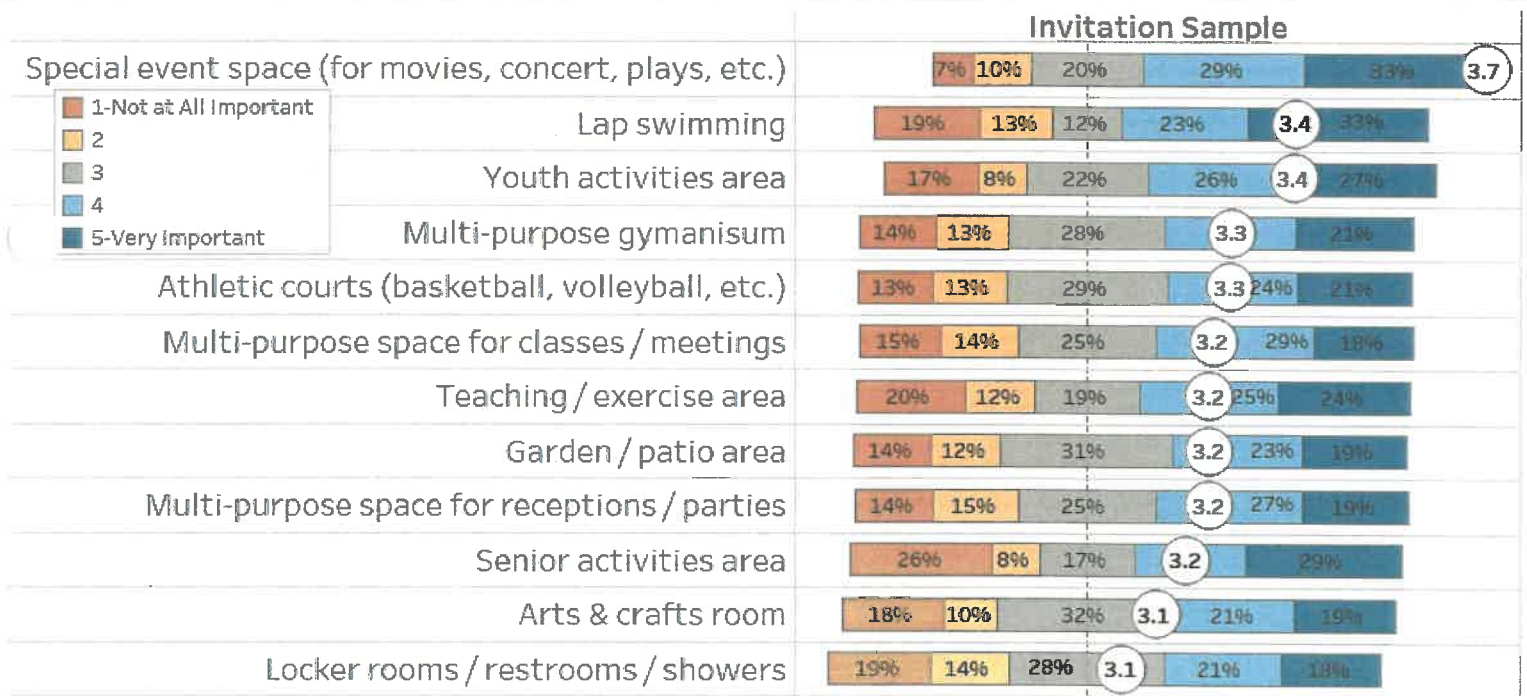




IMPORTANCE OF FUTURE FACILITIES

Special event space (62% rated as important), lap swimming (56%), and youth activities area (53%) were rated as the most important future needs among invitation respondents.

Pleasant Valley Recreation & Park District | Importance of Facilities for addition, expansion or improvement. *Top Half*



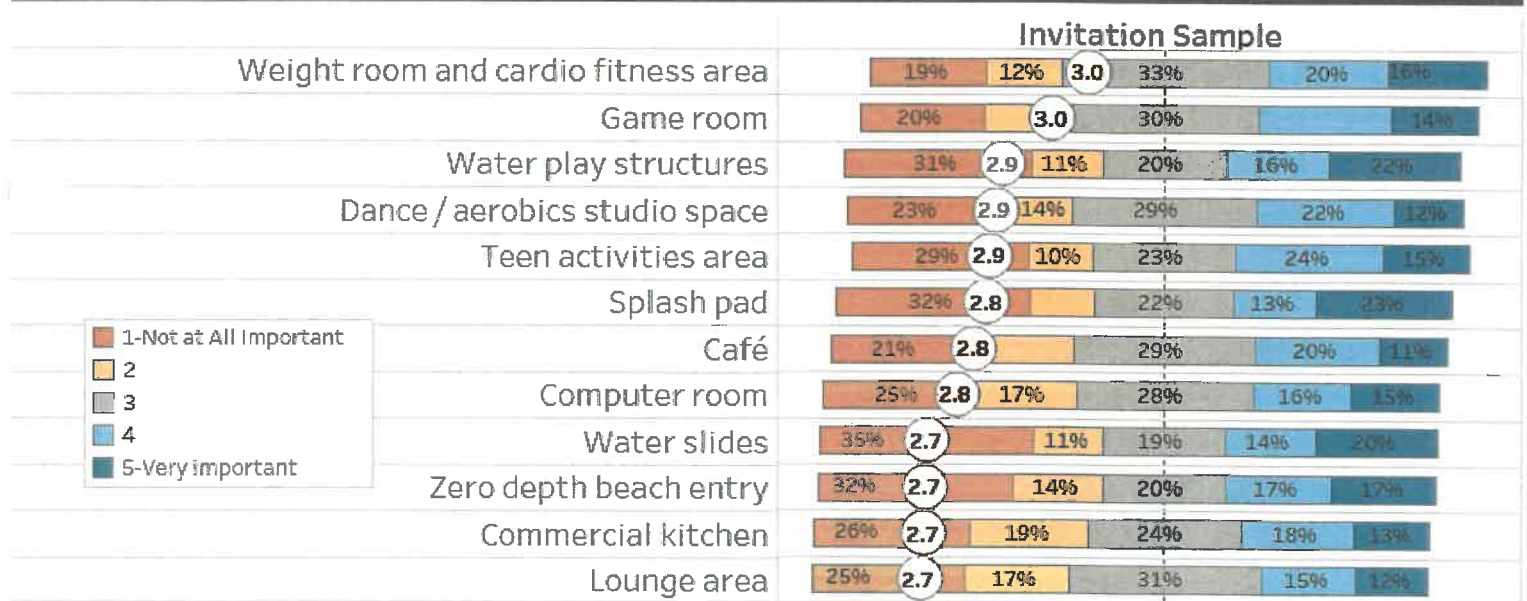
AVG ← % Responding 1-2 | % Responding 3 | % Responding 4-5 → Sorted by Average Rating



IMPORTANCE OF FUTURE FACILITIES

Facilities that were rated as least important future needs by invitation respondents were zero depth beach entry (46% unimportant), water slides (46%), commercial kitchen (45%), lounge area (42%), computer room (42%), splash pad (42%), and water play structures (42%).

Pleasant Valley Recreation & Park District | Importance of Facilities for addition, expansion or improvement. *Bottom Half*



Avg ← % Responding 1-2 | % Responding 3 | % Responding 4-5 → Sorted by Average Rating



IMPORTANCE OF FUTURE FACILITIES

Special event space was a top-rated item for both samples. However, open link respondents equally likely to rate senior activities area as important. Meanwhile, they were less likely to rate lap swimming and youth activities area as important than invitation sample respondents.

Pleasant Valley Recreation & Park District | Importance of Facilities for addition, expansion or improvement. *Top Half*

	Invitation Sample	Open Link
Special event space (for movies, concert, plays, etc.)	3.7	3.7
Lap swimming	3.4	3.1
Youth activities area	3.4	3.1
Multi-purpose gymnasium	3.3	3.4
Athletic courts (basketball, volleyball, etc.)	3.3	3.3
Multi-purpose space for classes / meetings	3.2	3.4
Teaching / exercise area	3.2	3.2
Garden / patio area	3.2	3.2
Multi-purpose space for receptions / parties	3.2	3.2
Senior activities area	3.2	3.7
Arts & crafts room	3.1	3.3
Locker rooms / restrooms / showers	3.1	3.1



IMPORTANCE OF FUTURE FACILITIES

Open link respondents also differed from the invitation sample with regards to the dance / aerobics studio space (rated more important).

Pleasant Valley Recreation & Park District		Importance of Facilities for addition, expansion or improvement. <i>Bottom Half</i>	
	Invitation Sample	Open Link	
Weight room and cardio fitness area	3.0	3.1	
Game room	3.0	3.1	
Water play structures	2.9	2.7	
Dance / aerobics studio space	2.9	3.2	
Teen activities area	2.9	3.0	
Splash pad	2.8	2.6	
Café	2.8	2.8	
Computer room	2.8	2.9	
Water slides	2.7	2.6	
Zero depth beach entry	2.7	2.5	
Commercial kitchen	2.7	2.8	
Lounge area	2.7	2.9	

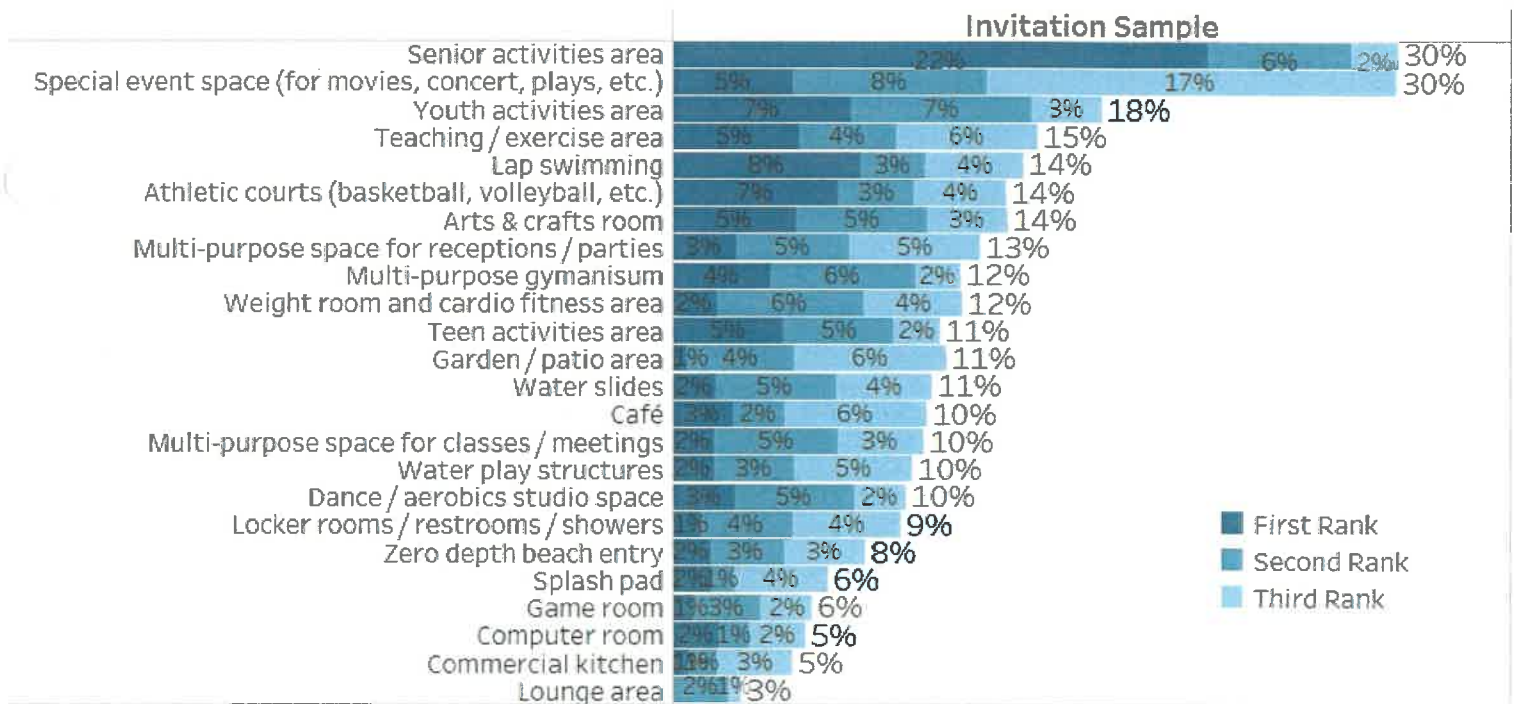


TOP THREE FUTURE FACILITY PRIORITIES

A senior activities area and a special event space stood out as the highest priority facilities/amenities with 30% of invitation respondents citing each among their top three choices. Twenty-two percent of invitation respondents cited a senior activities area as their top priority.

Pleasant Valley Recreation & Park District | Top 3 Highest Priorities

Facilities/Amenities Which three items from the list in the previous question are the highest priorities to you and your household to be added, expanded, or improved?

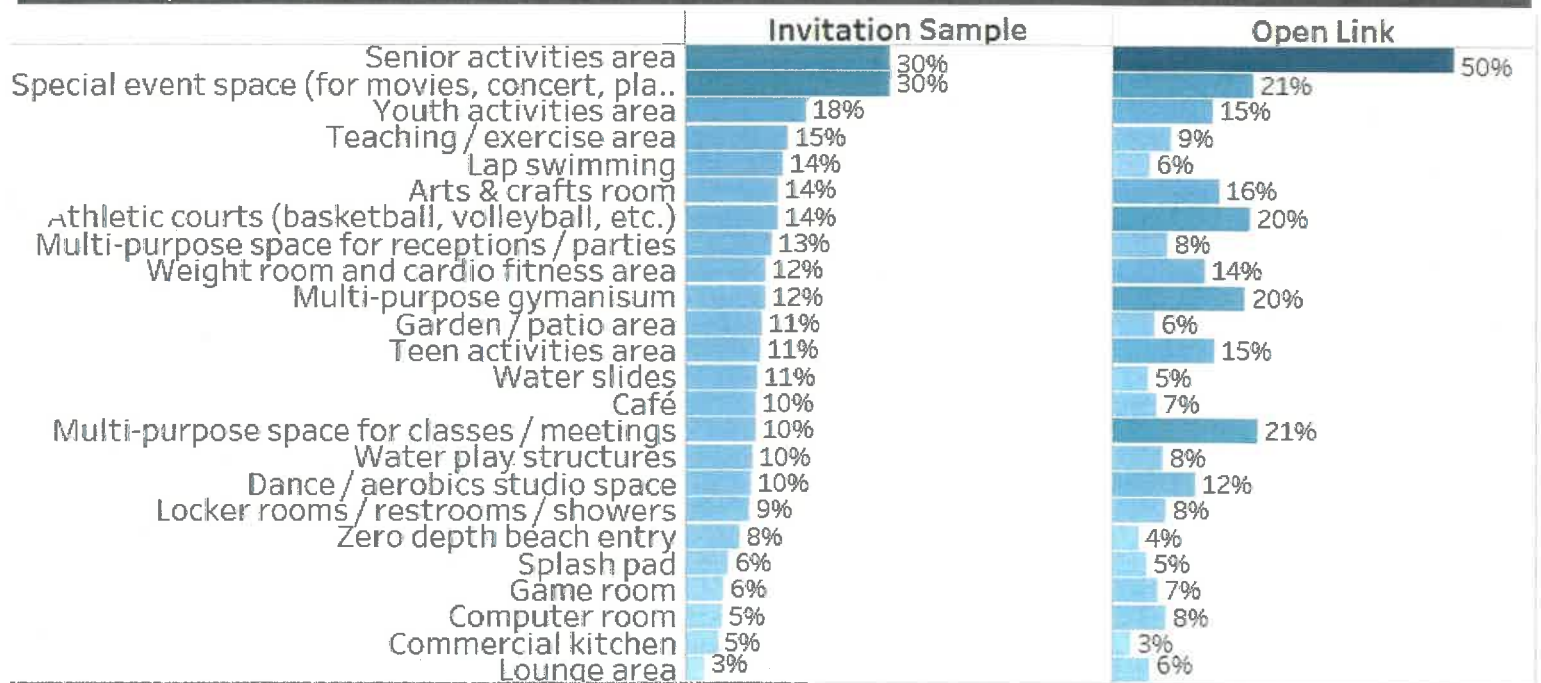




TOP THREE FUTURE FACILITY PRIORITIES

Both samples of respondents were likely to chose a senior activities area and special event space among their top three priorities. Open link respondents were far more likely to choose a multi-purpose space for classes/meetings, multi-purpose gymnasium, and athletic courts relative to invitation respondents.

Pleasant Valley Recreation & Park District | Top 3 Highest Priorities, Facilities/Amenities

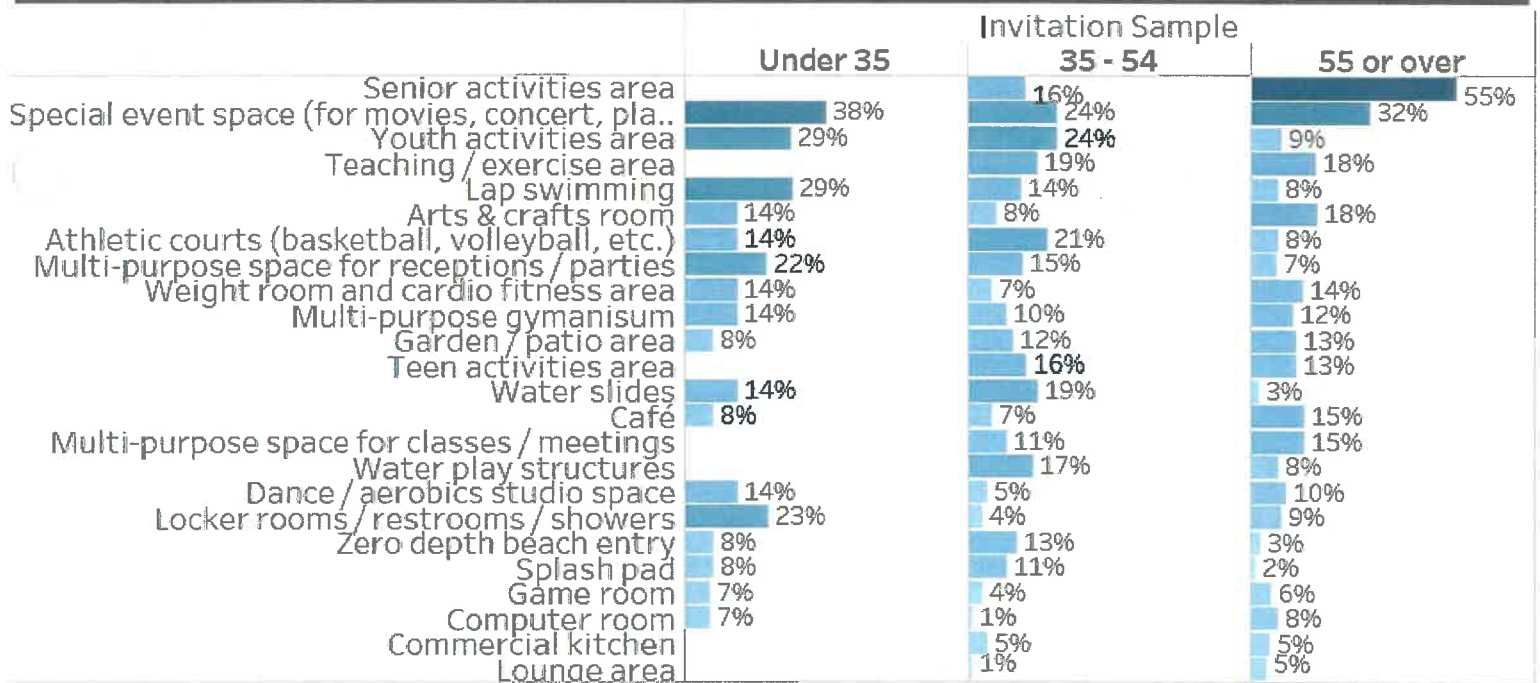




TOP THREE FUTURE FACILITY PRIORITIES

Special event space is a highly prioritized item among all invitation respondents, regardless of age. Otherwise, preferences do vary by age. Particularly senior activities area, youth activities area, and multi-purpose space for classes/meetings.

Pleasant Valley Recreation & Park District | Top 3 Highest Priorities, Facilities/Amenities

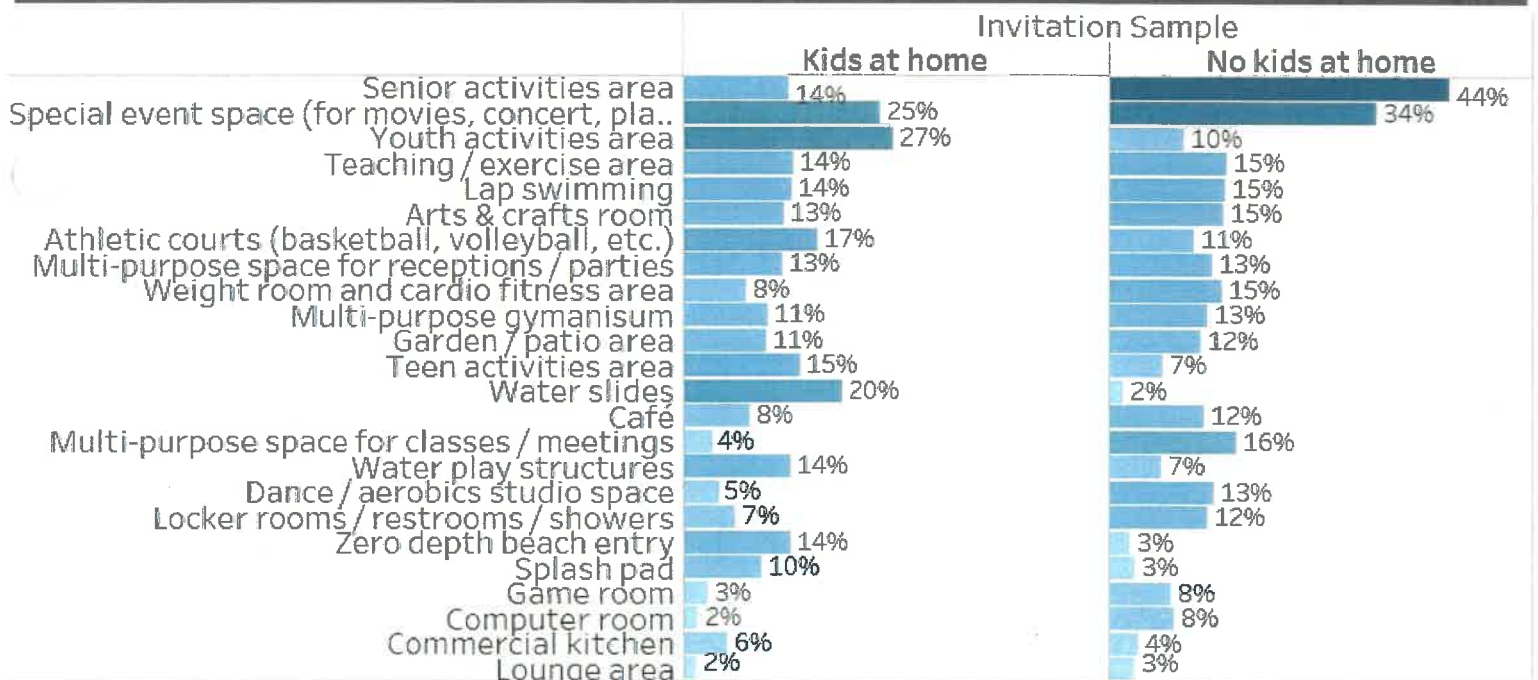




TOP THREE FUTURE FACILITY PRIORITIES

Invitation respondents without kids at home were about four times as likely as those with kids at home to prioritize senior activities area as top future priority and about twice as likely to prioritize multi-purpose spaces for classes/meetings. Meanwhile, respondents without kids at home were more likely to prioritize youth activities area, athletic courts, teen activities area, and water play structures.

Pleasant Valley Recreation & Park District | Top 3 Highest Priorities, Facilities/Amenities



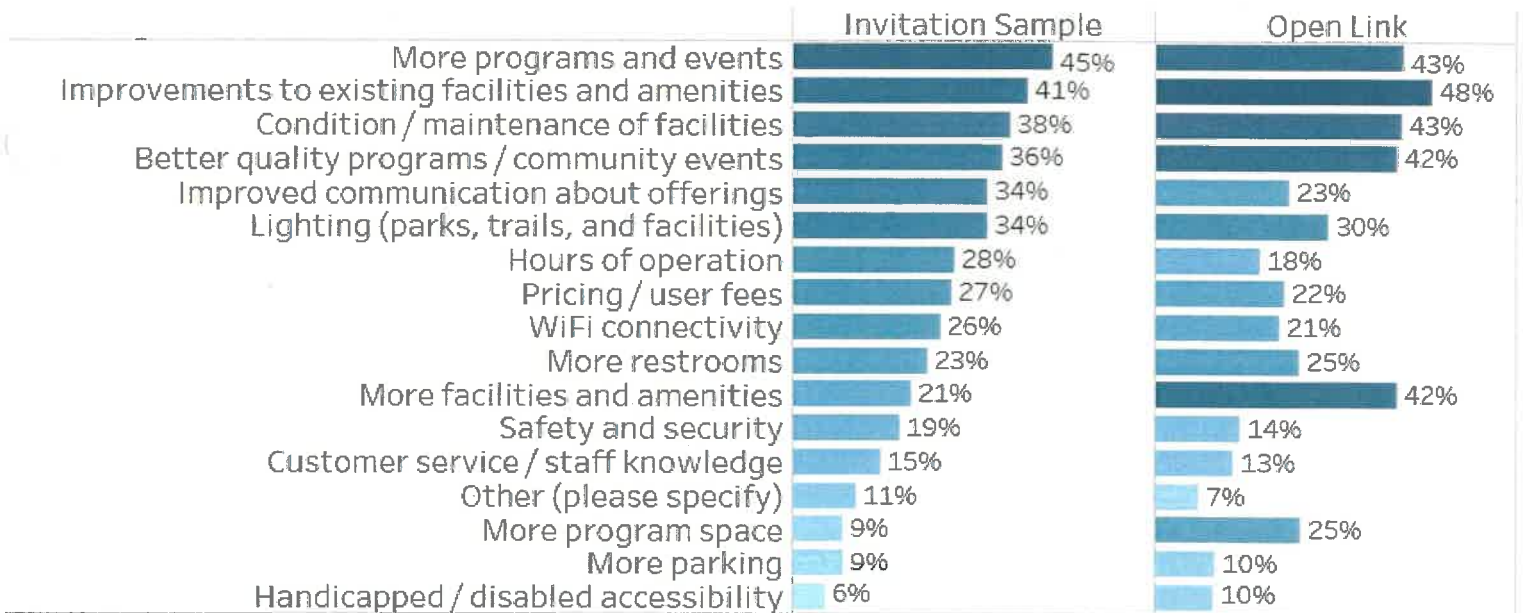


MOST IMPORTANT AREAS

Invitation respondents were most likely to cite more programs and events, improvements to existing facilities and amenities, and the condition/maintenance of facilities as areas that, if improved, would increase their use of recreation facilities. Open link respondents were far more likely to identify “more facilities and amenities.”

Pleasant Valley Recreation & Park District | Other Facilities

What are the most important areas that, if addressed by the PVRPD, would increase your utilization of recreation facilities? (CHECK ALL THAT APPLY)



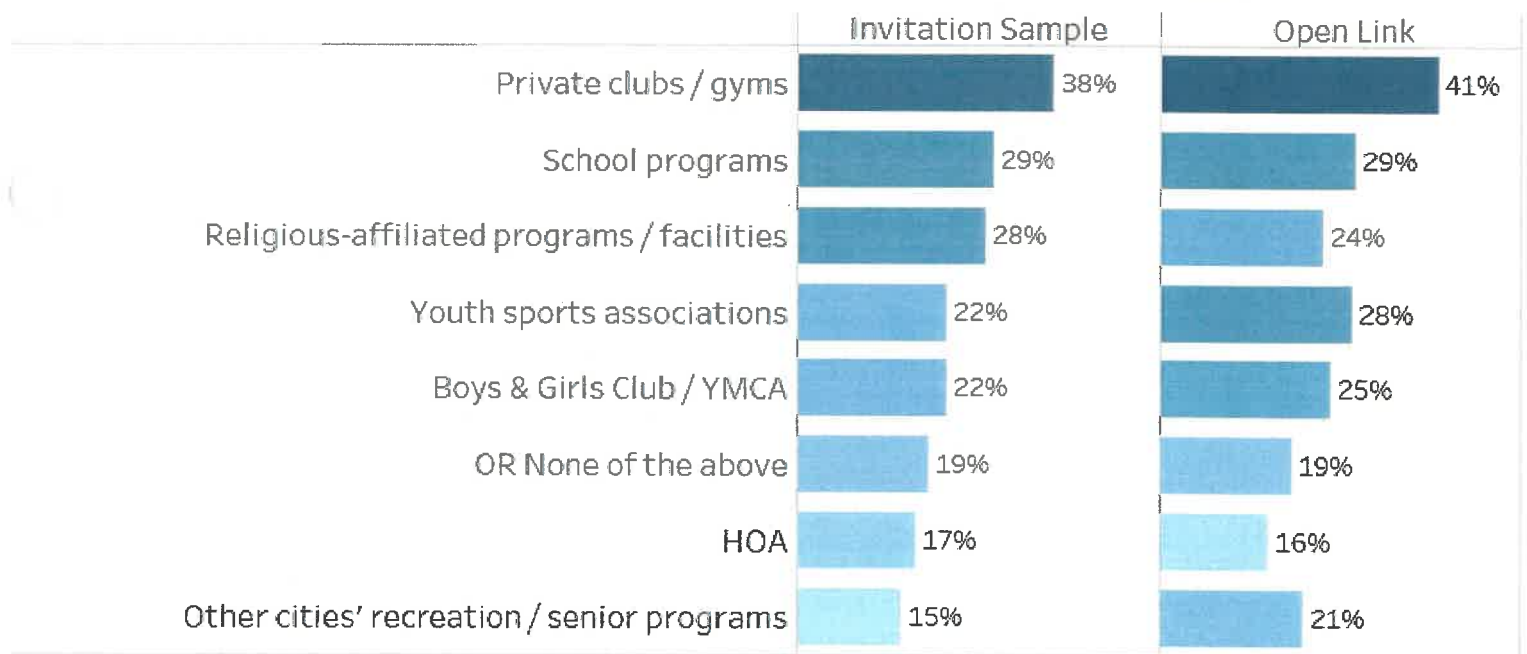


OTHER FACILITIES

The most utilized other facilities/programs/and services for invitation respondents were private clubs/gyms, school programs, and religious-affiliated programs.

Pleasant Valley Recreation & Park District | Other Facilities

What other recreation facilities, programs, and services, if any, do you use? (CHECK ALL THAT APPLY)

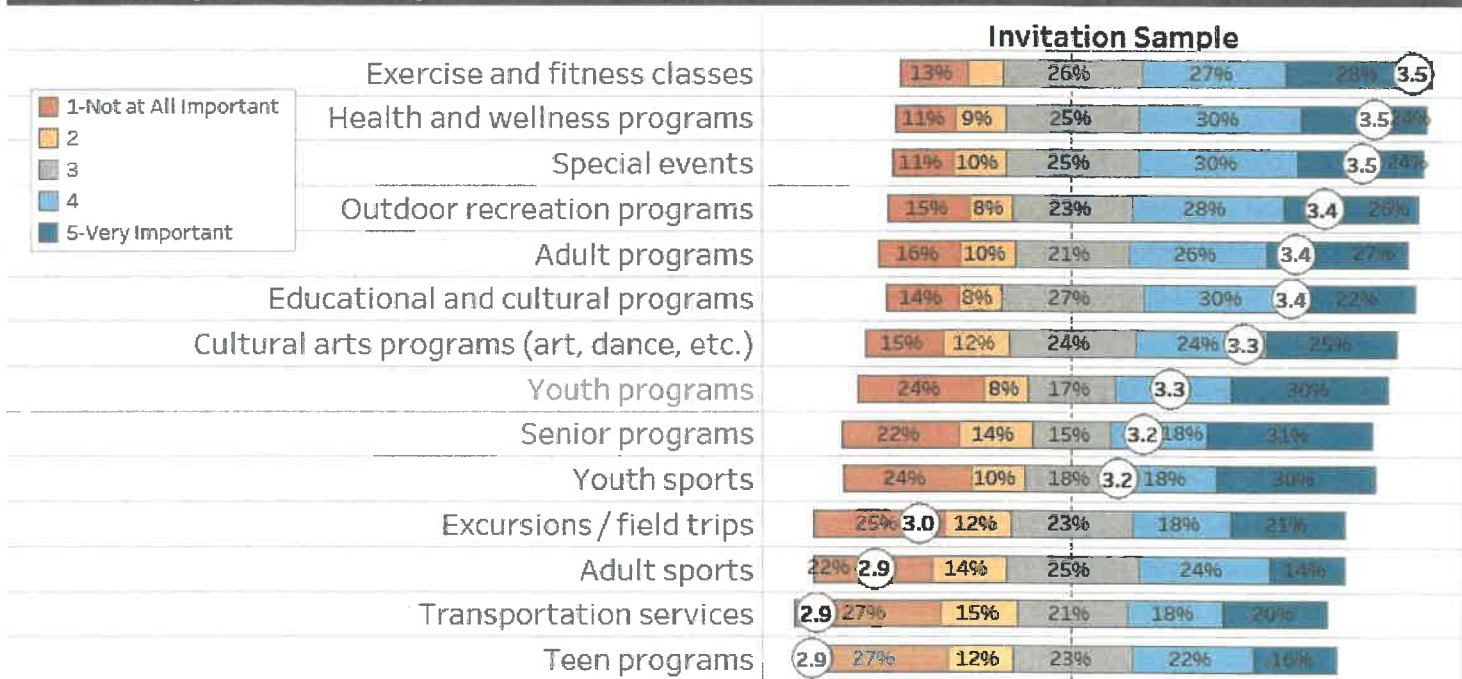




IMPORTANCE OF FUTURE PROGRAMS/SERVICES

Exercise and fitness classes (55% rated as important), health and wellness programs (54%), special events (54%), outdoor recreation programs (54%), adult programs (53%), and educational and cultural programs (52%) were rated as importance future programs by over half of invitation respondents.

Pleasant Valley Recreation & Park District | Importance of programs/services for addition, expansion, or improvement.



AVG ← % Responding 1-2 | % Responding 3 | % Responding 4-5 → Sorted by Average Rating



IMPORTANCE OF FUTURE PROGRAMS/SERVICES

Adult programs and senior programs were the top rated future program choices among open link respondents and average importance ratings for these items were much higher than among invitation sample respondents. Meanwhile, invitation sample respondents were notably more likely to indicate that youth programs are important.

Pleasant Valley Recreation & Park District | Importance of programs/services for addition, expansion, or improvement.

	Invitation Sample	Open Link
Exercise and fitness classes	3.5	3.7
Health and wellness programs	3.5	3.7
Special events	3.5	3.4
Outdoor recreation programs	3.4	3.5
Adult programs	3.4	3.8
Educational and cultural programs	3.4	3.5
Cultural arts programs (art, dance, etc.)	3.3	3.4
Youth programs	3.3	3.0
Senior programs	3.2	3.8
Youth sports	3.2	3.0
Excursions / field trips	3.0	3.0
Adult sports	2.9	3.1
Transportation services	2.9	3.0
Teen programs	2.9	2.9

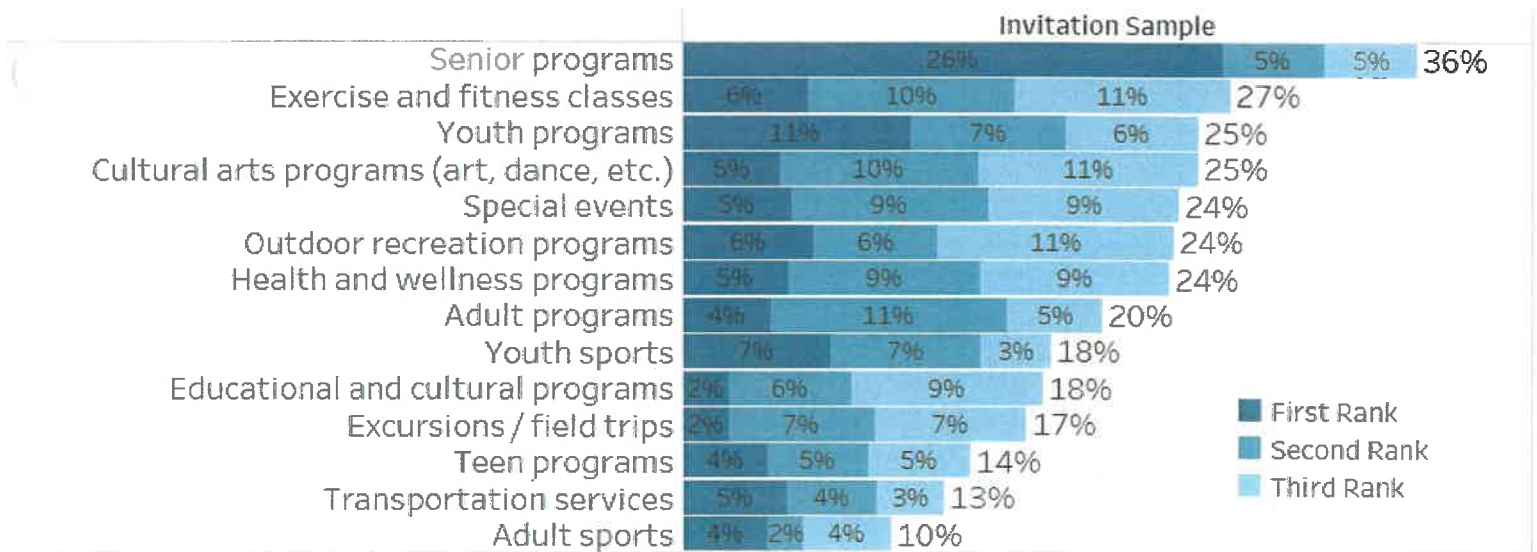


TOP THREE PROGRAM/SERVICE PRIORITIES

Thirty-six percent of invitation respondents indicated that adding, expanding, or improving senior programs is one of their top three priorities for the future (26% also selected it as their number one priority). In a second tier of response, exercise and fitness classes, youth programs, cultural arts programs, special events, outdoor recreation programs, and health and wellness programs had roughly one-quarter of respondents reporting these as first, second, or third priorities.

Pleasant Valley Recreation & Park District | Top 3 Highest Priorities

Programs/Services Which three items from the list in the previous question are the highest priorities for you and your household to be added, expanded, or improved?

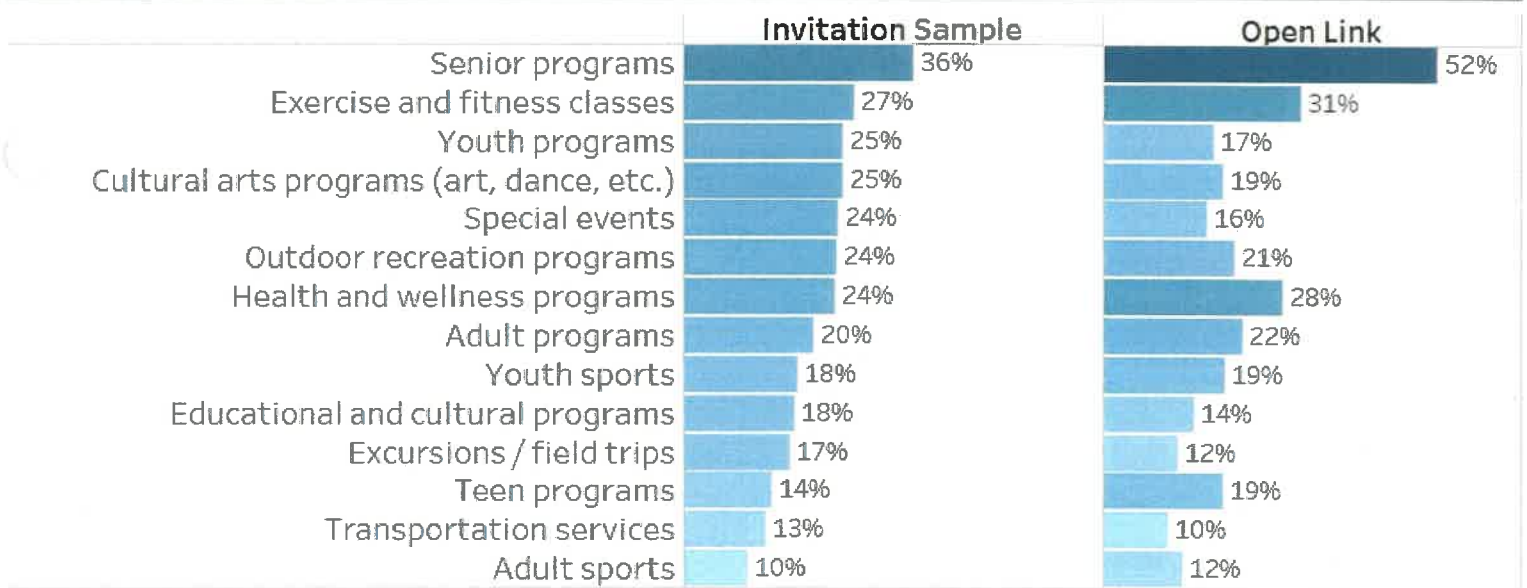




TOP THREE PROGRAM/SERVICE PRIORITIES

While both samples of respondents most frequently cited senior programs as one of their top three priorities, open link respondents were much more likely to do so (52% vs. 36%). They were also somewhat more likely to prioritize exercise and fitness classes, health and wellness programs, and teen programs.

Pleasant Valley Recreation & Park District | Top 3 Highest Priorities, Programs/Services

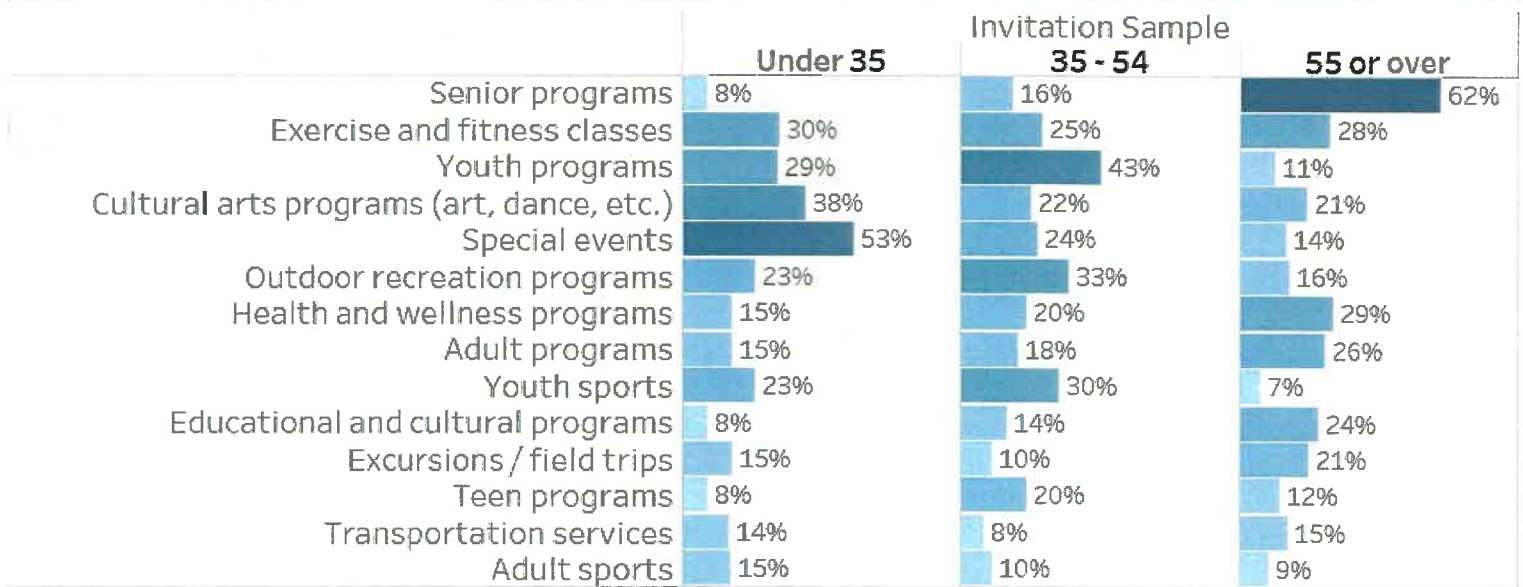




TOP THREE PROGRAM/SERVICE PRIORITIES

Program and service priorities of invitation respondents differed by age. Not surprisingly, older residents were more likely to prioritize senior and health and wellness programs. Respondents under 35 were more likely to prioritize special events and cultural arts programs, and respondents 35-54 were more likely to prioritize youth and teen programs.

Pleasant Valley Recreation & Park District | Top 3 Highest Priorities, Programs/Services

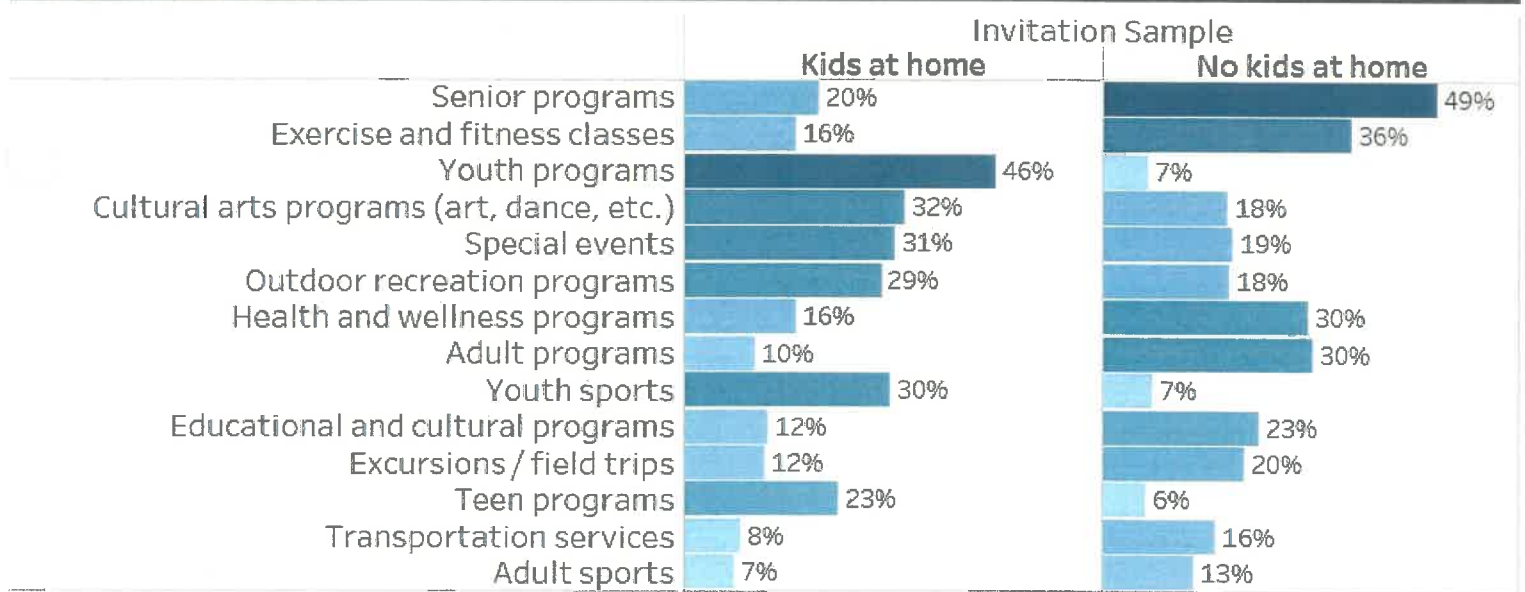




TOP THREE PROGRAM/SERVICE PRIORITIES

Invitation respondents with kids at home were far more likely to prioritize youth programs, cultural arts programs, special events, and teen programs. Meanwhile, respondents without kids at home were more likely to prioritize senior programs, exercise and fitness classes, health and wellness programs, and adult programs.

Pleasant Valley Recreation & Park District | Top 3 Highest Priorities, Programs/Services

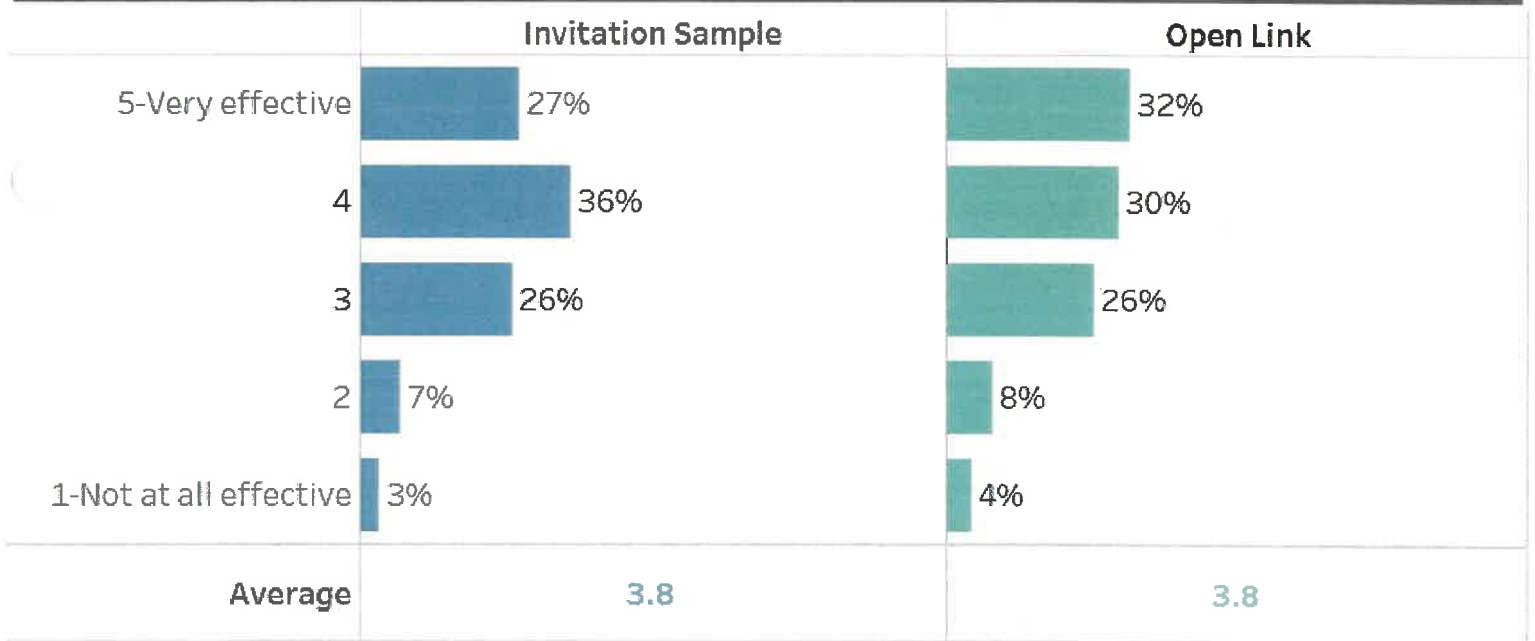




COMMUNICATION EFFECTIVENESS

Invitation respondents indicated that PVRPD is generally effective at reaching them with information on parks and recreation facilities, services, and programs (63% rated as effective). Open link respondents were also quite positive, but were slightly more likely to indicate that PVRPD is “very effective” (32% vs. 27%).

Pleasant Valley Recreation & Park District | How effective are we at reaching you with information on parks and recreation facilities, services, and programs?



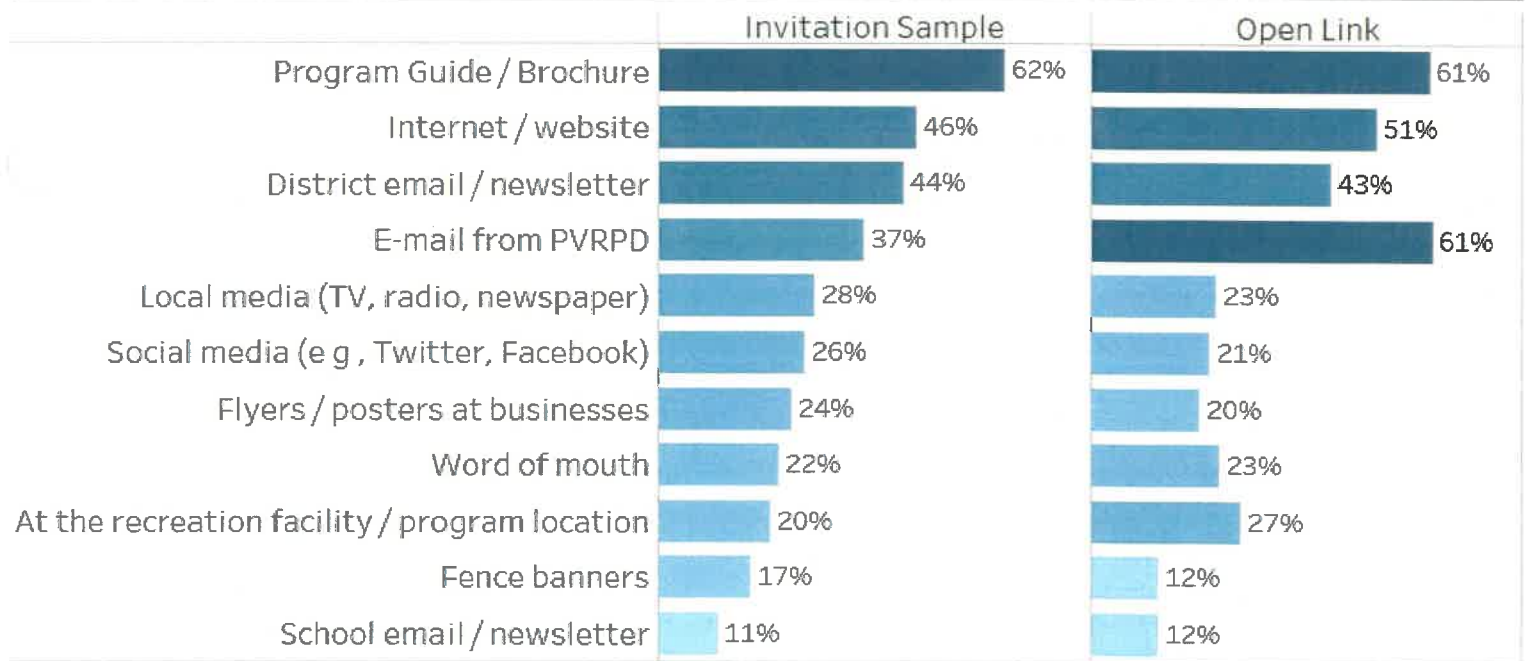
Source: RRC Associates and Greenplay



BEST WAY TO RECEIVE INFORMATION

The best ways to reach invitation respondents are program guide / brochure (62%), internet website (46%), and district email / newsletter (44%). Open link respondents also most preferred program guide / brochure, but were notably more likely to prefer email as a method for receiving information (61% each).

Pleasant Valley Recreation & Park District | Best Way to Reach You With Parks & Recreation Information

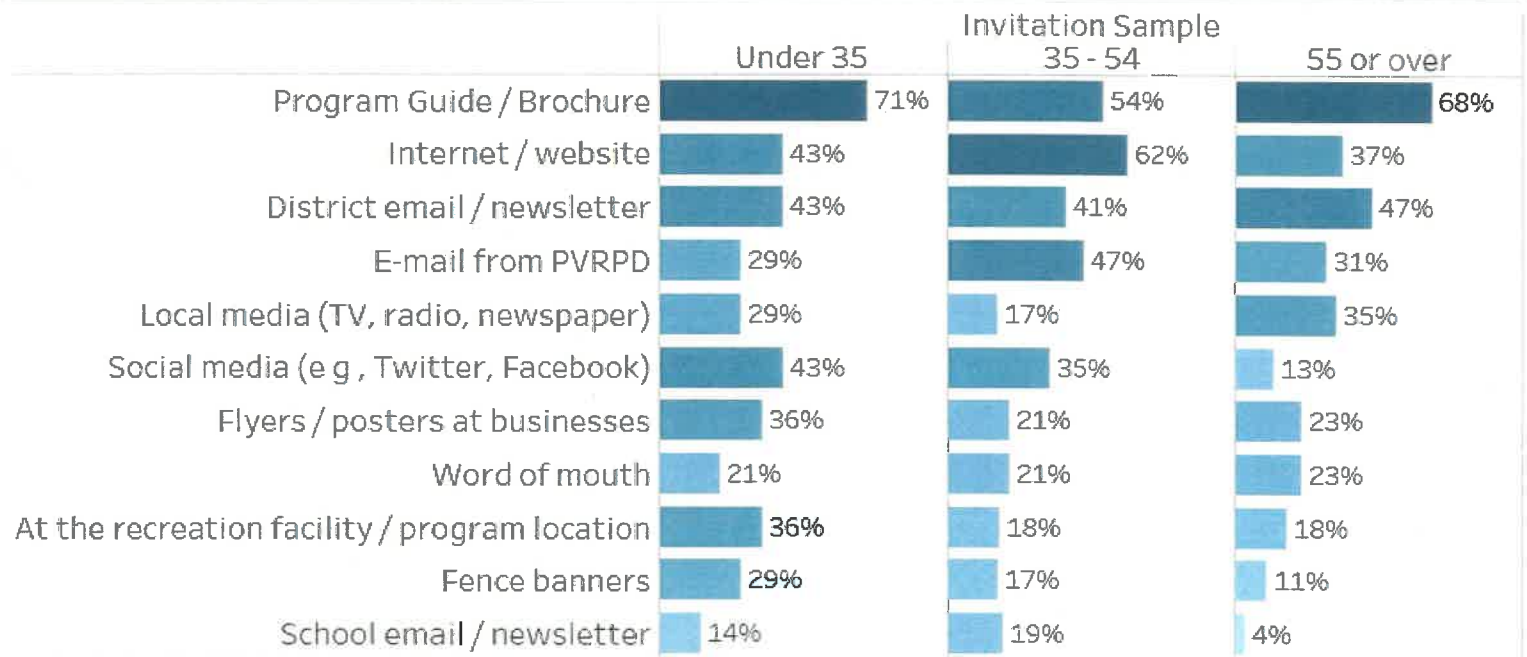




BEST WAY TO RECEIVE INFORMATION

Younger respondents prefer social media as a way to receive information, while older respondents are somewhat more likely to prefer local media. Those in the 35-54 age group have a greater preference for email and internet / website.

Pleasant Valley Recreation & Park District | Best Way to Reach You With Parks & Recreation Information

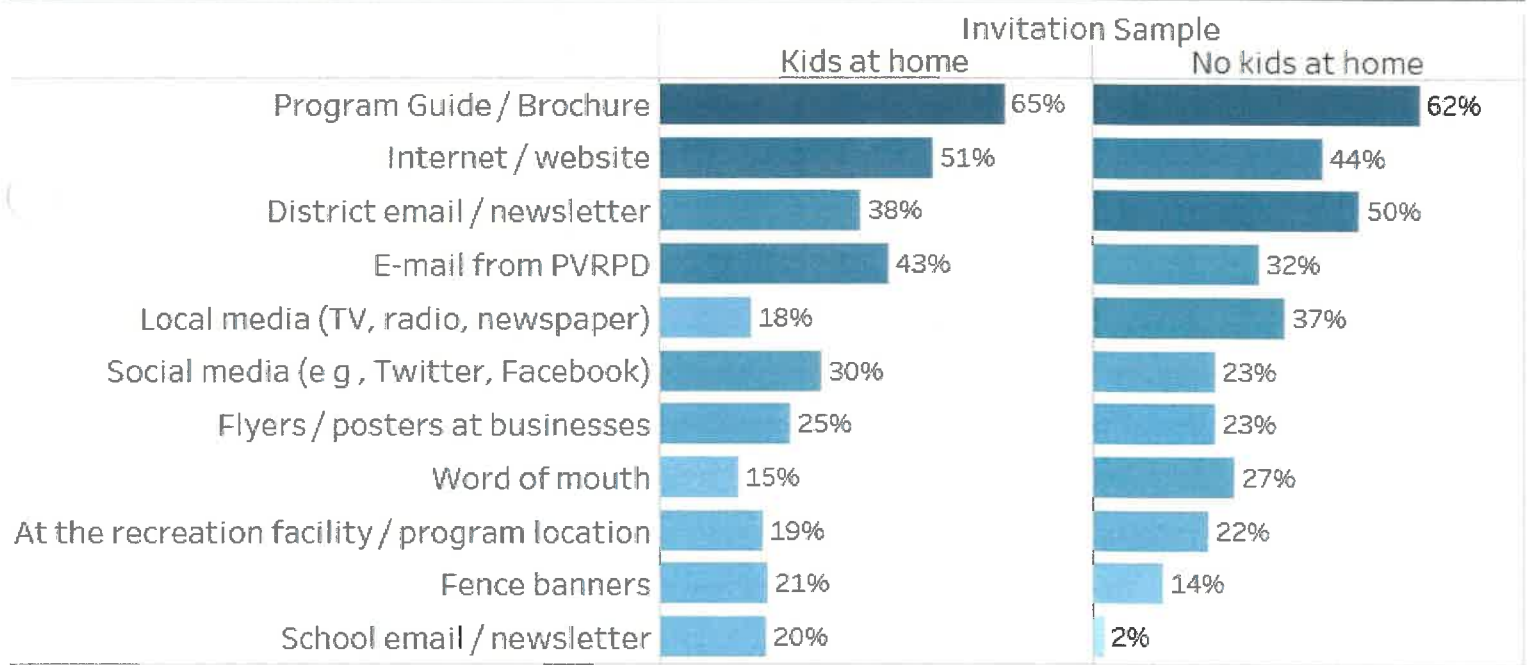




BEST WAY TO RECEIVE INFORMATION

Households with kids at home were much more likely to select social media and school email / newsletter as preferred methods of communication than households without children.

Pleasant Valley Recreation & Park District | Best Way to Reach You With Parks & Recreation Information

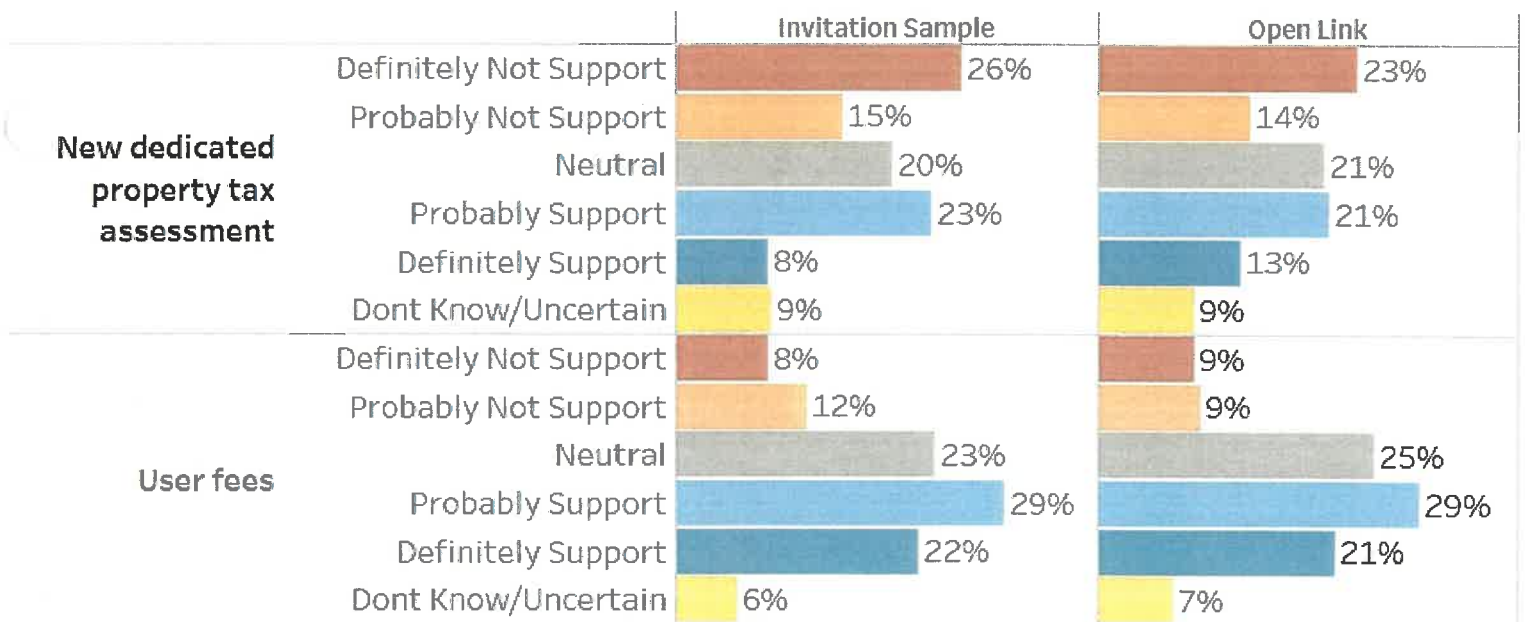


\$ FUNDING MECHANISMS

More invitation respondents reported that they do not support a new dedicated property tax assessment (41%) than support it (31%). Conversely, a greater share of respondents support user fees (51%) than don't support that mechanism (20%).

Pleasant Valley Recreation & Park District | Funding Mechanisms

To what extent, if any, would you be willing to support the following funding mechanisms to fund operations and maintenance costs of facilities and programs that may be developed in the future by PVRPD?

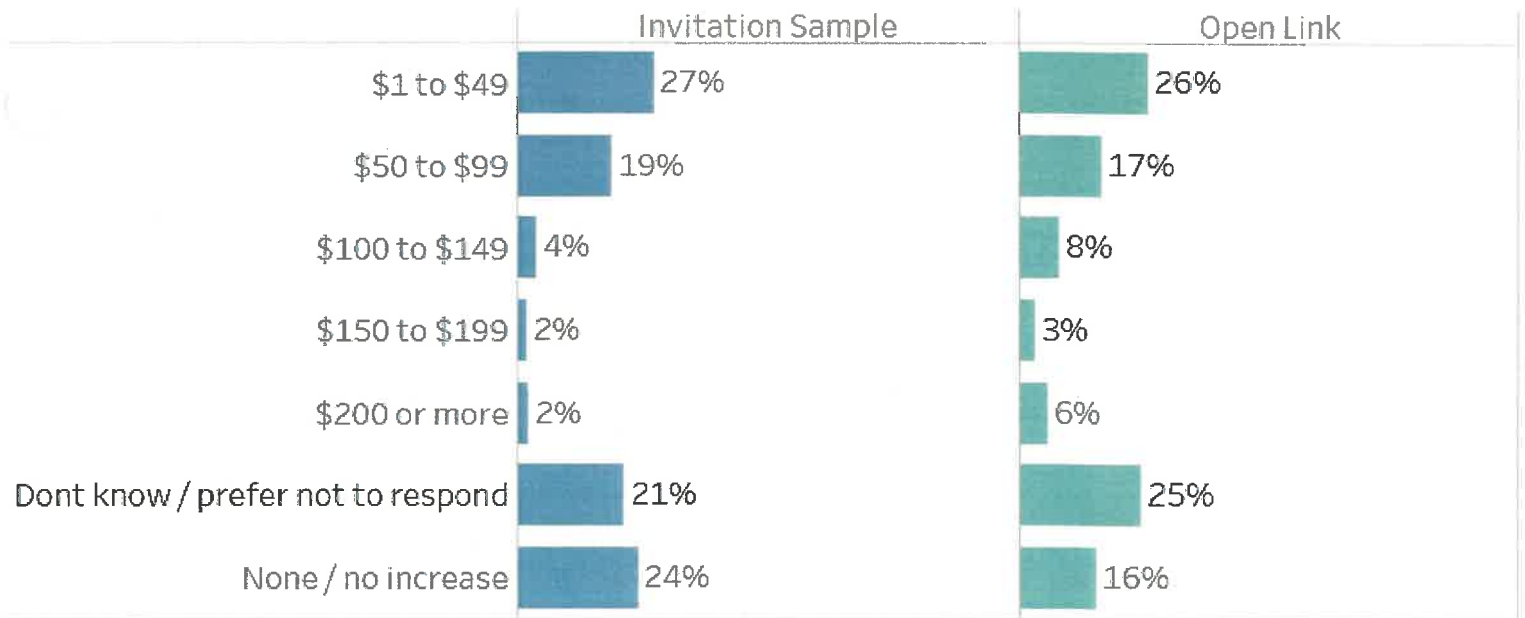


\$ FUNDING MECHANISMS

Just over a quarter of invitation respondents would be willing to pay an additional \$1 to \$49 in taxes and/or users fees annually to fund improved or new facilities or programs (27%). An additional 19% would be willing to pay \$50 to \$99. Eight percent would be willing to pay \$100 or more, 21% didn't know, and 24% reported not being willing to pay any additional money annually. Open link responses were generally similar.

Pleasant Valley Recreation & Park District | Taxes and/or User Fees

If additional revenues were needed to fund improved / new indoor facilities or programs in PVRPD, how much more in taxes and/or user fees annually are you willing to pay for this purpose?

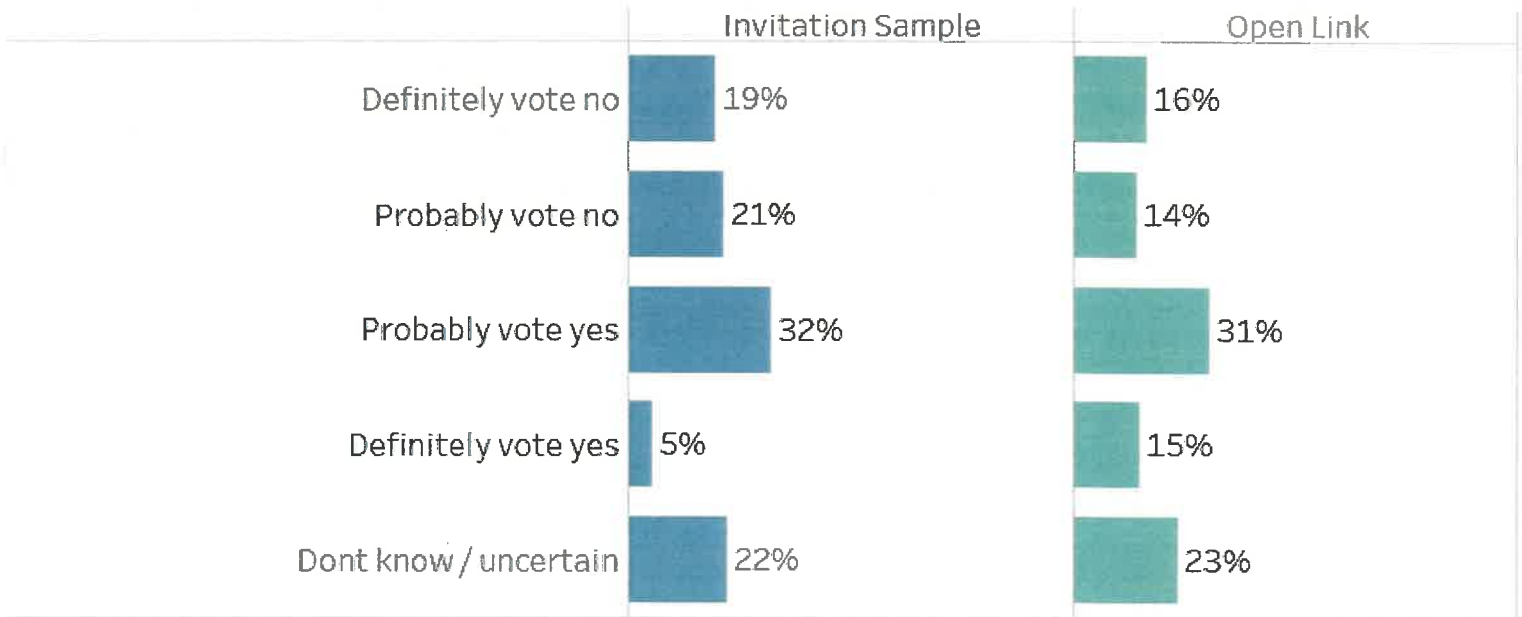


\$ FUNDING MECHANISMS

Invitation sample respondents were slightly more likely to vote “no” (40%) than “yes” (37) on property tax increases. Conversely, open link respondents are more likely to vote “yes” (46%) than “no” (30%).

Pleasant Valley Recreation & Park District | Property Tax Vote

How would you likely vote, if property tax was increased? (Taxes will be used for building, operating, and maintaining the preference you selected above)

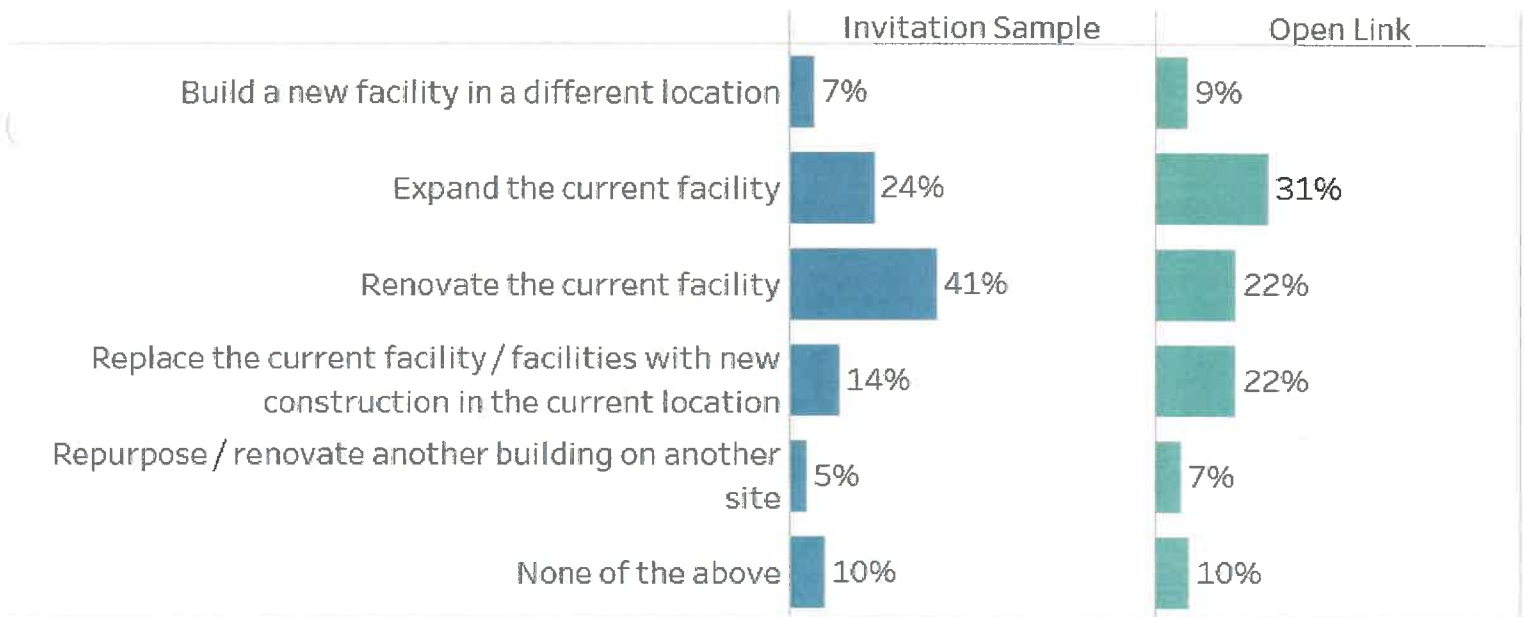


\$ NEW FACILITY

Invitation respondents are most in favor of renovating the current community / senior center (41%), followed by those who want to expand the current facility (24%). On the other hand, open link respondents are more in favor of expansion (31%), with smaller shares preferring renovation or replacement (22% each).

Pleasant Valley Recreation & Park District | New Community/Senior Center

If it was determined that a new community / senior center should be built or the existing facility should be expanded or renovated, which would be your single overall preference?

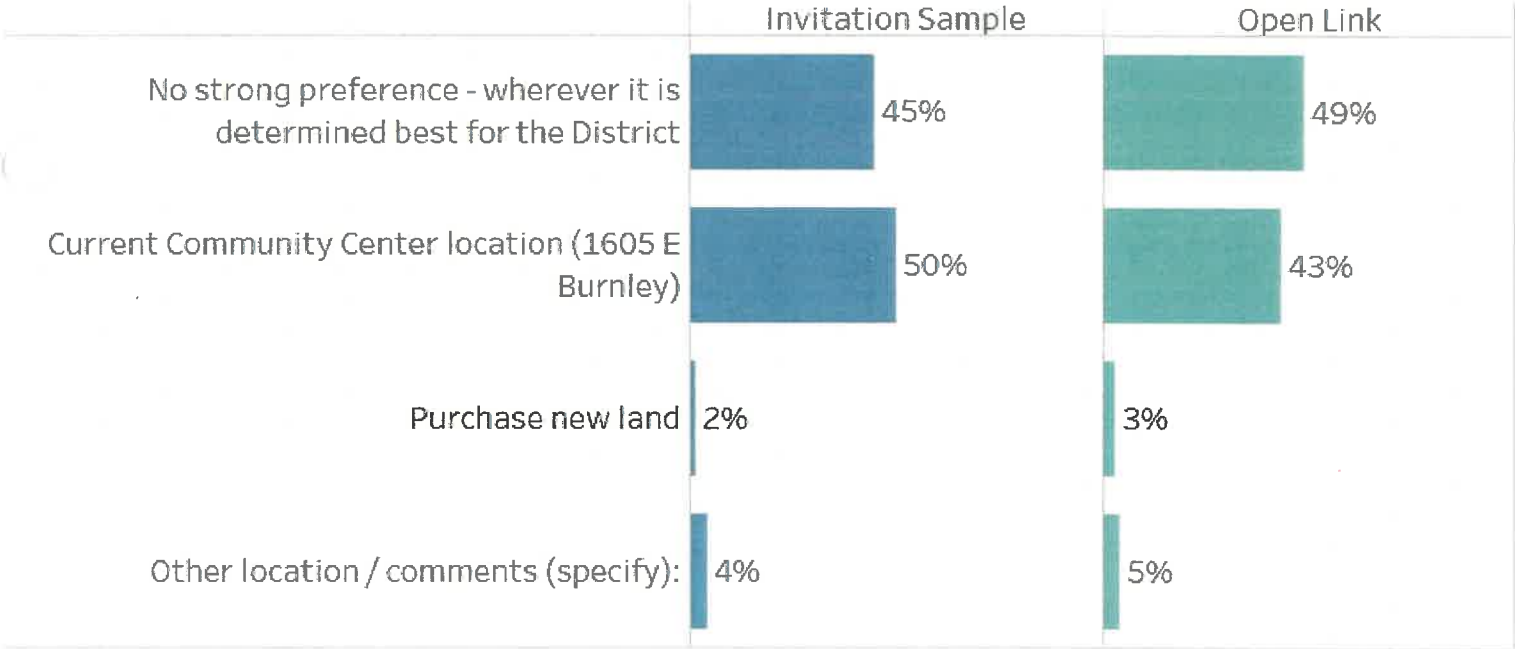


\$ NEW FACILITY

Near equal share of respondents in both samples indicated they would either prefer to have new indoor facilities located at the current community center location (1605 E Burnley) or that they had no strong preference (whatever was determined best for the district).

Pleasant Valley Recreation & Park District | Location of New Indoor Facilities

Do you have any preferences for location of new indoor facilities?





ADDITIONAL COMMENTS/SUGGESTIONS

At the end of the survey, respondents were given the opportunity to provide any additional comments or suggestions for PVRPD. Themes that came up frequently through the survey were again prominent in this comment field, including maintenance of existing facilities, more shade, and trail/pathway connectivity. Many invitation respondents also took the opportunity to praise the efforts of PVRPD. A selection of verbatim invitation responses is shown below. The full listing of responses is provided in the appendix.

Seniors need care such as provided (insufficiently) by Camarillo Health Care District

More options for teens - free options

Love the website. Office works have been VERY helpful with class enrollment and facility reservation.

Many people go to Global Center in Thousand Oaks and Moorpark because they have more senior activities. Camarillo Senior Center is a disgrace for a town like this.

It is much appreciated being asked to do this survey. The PVRPD is a WONDERFUL organization, offering a wide variety of resources. Cost-wise at times, due to our budget, I am unable to take some of the current classes I want to do.

In an effort to keep property taxes "reasonable," I suggest Open Space property/ies be donated to the District. The District in turn should assist each property owner/donor to obtain favorable relief from federal and state taxes.

Please do not raise taxes. You guys already raised our water bill. Look at McDonald's, they renovated their restaurants and they look nice. Just remodel the senior center.

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

TO: BOARD OF DIRECTORS

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

DATE: September 6, 2018

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 598, AN APPLICATION FOR THE HABITAT
CONSERVATION FUND WILDLIFE AREA ACTIVITIES
GRANT FOR NATURE AND OUTDOOR
EDUCATIONAL PROGRAMMING**

RECOMMENDATION

It is recommended that the Board approve Resolution No. 598, an application to the Habitat Conservation Fund (HCF) for grant funding to implement Nature and Outdoor Educational Programming.

BACKGROUND

On October 1, 2012 the District submitted a proposal for a grant through the Habitat Conservation Fund administered by the California Department of Parks and Recreation. In July of 2013, the District was notified the submittal was not approved and that the new funding cycle deadline would be October 1, 2013. The District applied for the grant and was awarded \$33,000 (\$16,500 grant match by the District) for trail development and programming. The HCF grant is again available and in its final year of funding.

The project proposed is for the development of Nature and Outdoor Educational Programming specifically for nature-based outdoor education, development of field trip partnerships with local schools and non-profits, development of staff-taught recreation programming, and development of outdoor and nature-based special events. The programming will be supported by in-house marketing efforts, paid advertising, community outreach, and development of partnerships with local non-profit and service organizations. This two-year grant program will be developed to be sustainable after the grant funding agreement has expired.

ANALYSIS

After reviewing the HCF grant application and assessing the needs of the area the District serves, it was decided the best possible project to apply for would be for the development of Nature and Outdoor Educational Programming.

The approval of Resolution No. 598 is required to submit an application. The application deadline is October 1, 2018. Funding announcements will be made later this Fall (2018). If awarded the grant, the District would have five (5) years to complete the project. The grant requires matching funds from the District in the amount of 50% of the estimated grant total. The District is requesting \$300,000 in total grant funding (50% or \$150,000 match from the District). This amount reflects personnel expenses related to development and implementation of programming and special events, service and supplies, marketing support, and in-kind volunteer hours and donations.

FISCAL IMPACT

If awarded, the cost to the District would be no greater than \$150,000 and would not be effective until FY 2019-20. This amount is divided between personnel, services and supplies, and contracted work for development of Nature and Outdoor Educational Programming and will be budgeted accordingly. The \$150,000 will not require additional personnel nor additional budgeting for services and supplies. The grant does not allow applicants to consider any revenue generated from programming as part of the grant match and any revenue is authorized to be kept by the District.

RECOMMENDATION

It is recommended that the Board approve Resolution No. 598, an application to the Habitat Conservation Fund (HCF) for a grant to implement Nature and Outdoor Educational Programming.

ATTACHMENTS

- 1) Resolution No. 598 (2 pages)

Resolution No. 598

**Resolution of the Board of Directors of Pleasant Valley Recreation
and Park District Approving the Application for Grant Funds
from the Habitat Conservation Fund Program**

WHEREAS, the people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the HCF Program, setting up necessary procedures governing project application under the HCF Program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the project(s);

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby:

Approves the filing of an application for the Habitat Conservation Fund Program; and

Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project; and

Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and

Certifies that the applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the grant administration guide; and

Delegates the authority to the General Manager to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project.

Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and Adopted the sixth day of September 2018.

I, the undersigned, hereby certify that the foregoing Resolution No. 598 was duly adopted by the Board of Directors following a roll call vote:

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: Anthony Miller, Administrative Analyst

DATE: September 6, 2018

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

RECOMMENDATION

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

BACKGROUND

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

ANALYSIS

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

FISCAL IMPACT

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

RECOMMENDATION

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

ATTACHMENTS

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



Pleasant Valley Recreation and Park District

Surplus Supplies and Equipment List

Equipment	Model	Serial #	Does it work? Y/N	Condition	Date Acquired	Est. Value	Disposed On	Means
Comtrend Router	AR-5220u	12A52Z0UXXF-AA000683	Y	Fair	Unknown	<\$10		
Dell Desktop Computer	E176FPF		Y	Fair	Unknown	<\$10		
Monitor	E2562	AW500963645	Y	Good	Unknown	<\$10		
AT&T Landline Phone								
Netgear N300 Wireless Router	DGN2200V3	22BBR0076A	Y	Good	Unknown	<\$10		
Cisco Wireless Router	WRT400N	MUJ00J407062	Y	Good	Unknown	<\$10		
Netgear AC-DC Adapter	AD817F10		Y	Good	Unknown	<\$10		
Verizon Router	6T784WNV	CREA3041800247	Y	Good	Unknown	<\$10		
Southwestern Bell AC Adapter	LF04200D-08		Y	Good	Unknown	<\$10		
Thomson AC-DC Adapter	S-2330A		Y	Good	Unknown	<\$10		
AT&T Landline Phone	TL86104	KG401842988	N	Poor	Unknown	<\$10		

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

TO: BOARD OF DIRECTORS

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

DATE: September 6, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD
FOR THE SPRINGVILLE RETAINING WALL
RENOVATION PROJECT**

RECOMMENDATION

It is recommended the Board 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.

BACKGROUND

On January 3, 2018 the Board of Directors retained Delane Engineering to design and submit construction plans for the Springville retaining wall renovation project. Staff initially met with the engineer to discuss options of a one and two-tiered retaining wall. The objective is to build a retaining wall which would keep the hillside from sliding and keep dogs off the hillside to prevent further deterioration.

This park was first developed in 1997 as a five-acre neighborhood park located on Camino Tierra Santa and bisected by Zamora Drive. The south section of the park contains three tennis courts, off street parking and a portable restroom. The north section of the park is approximately a three-acre parcel. Improvements on the north section of the park included the Vista Gardens picnic area, off street parking for 18 vehicles, and the removal of the softball field for a designated dog park.

In 2010, the secured off leash dog park was completed and included: approximately one and a half acres of useable turf area adjacent to the parking lot, an extended walkway to the entrance of the off-leash area, the installation of a 5-foot chain link fence to connect the existing fencing, the installation of a bull pen with three access gates and ADA parking and ramp installation. In 2015 the Camarillo Dog Parks Foundation (CDPF) donated \$5,000 for pavers to be installed and to increase the size of the small dog area.

In 2016 staff placed a temporary fence along the hillside to mitigate any further damage to the hillside while evaluating a long-term solution.

The focus of the current renovation is to address the slope on the north side of the park. The hillside is approximately 25-30 feet tall from the base of the grass to the top of the fenced area and approximately 325 feet long from the eastern and western fence lines. The continued slope erosion is attributed to dogs running up and down the hillside.

ANALYSIS

At the July 5, 2018 Board meeting the Board approved plans to construct a retaining wall that will minimize erosion and maintain the slope's integrity, as well as add an attractive feature to the park. The retaining wall is a more aggressive and long-term approach. Retaining walls are typically made of concrete or block and potentially last for 30-50 years depending on nearby plants and their root systems.

The retaining wall will prevent soil from sliding down any further. The Board determined that a single retaining wall with a fence on top of the wall would hold back the slope. Delane Engineering sent over their Cost Estimate for the entire scope of the project as if it were to be outsourced which could be as high as \$116,000. Staff reviewed the cost estimates and believes that if we purchase the materials and do the removal of the existing mow curb, clearing the site, performing the earthwork and building the wood fence cost for the project would stay close to the budget and reduce the cost of this project by 37% accordingly. The District will sub-out LABOR only BIDS for the retaining wall and the mow curb.

1. Labor for Block wall (outsourced)		\$19,875
2. Blocks	1625 x \$4.00	\$6,500
3. Caps Blocks	240x\$4.00	\$960
4. Base Gravel	15 yds	\$500
5. Backfill Gravel	75 yds	\$1,700
6. Earthwork	(Plants)	\$1,000
7. Wood Fencing	(material)	\$6,000
8. Mow Curb (outsourced)		\$4,000
9. Irrigation		\$13,500
10. Decomposed Granite (DG)		<u>\$8,500</u>
TOTAL		\$62,535

Staff contacted four (4) contractors and two (2) returned labor only bids; Rolling Stone Masonry and Cameron Masonry. Furnishing all labor, tools, and equipment necessary to construct all work associated with the retaining wall per the project plans and specifications.

The following is a full scope of work which will take place over a course of a three-month period.

SCOPE OF WORK TO BE DONE IN SEPTEMBER

1. Relocate the temporary fence to come out approximately 30 feet from the slope
2. Remove dirt from slope and regrade for stabilization for wall
3. Prune trees and clean up vegetation on north slope
4. Remove existing mow curb
5. Relocate 5 valves along the slope
6. Trench for footing in preparation of retaining wall

SCOPE OF WORK TO BE DONE IN OCTOBER

1. Build Retaining Wall and Mow Curb - Contractor
2. Install perforated drain pipe at the base of the wall
3. Plant vegetation on North Slope
4. Build wood/metal fence behind the wall at a minimum of 42 inches high

SCOPE OF WORK TO BE DONE IN NOVEMBER

1. Complete renovation of the irrigation system
2. Install approximately 950-feet of walking path
3. Potential Seed and Top Dress dependent upon weather and conditions of the park

Springville Dog Park will remain open during the month of September and October however, the temporary fence will be pushed over 30 feet to allow for the removal of dirt, mow strip and allowance vehicles. During the month of November, the park will need to be closed due to the renovation of the irrigation system and construction of the walking path.

As part of this project Friends of Camarillo Dog Park have agreed to assist with shade structures as well as installing a brick pathway and larger trees as funding becomes available.

FISCAL IMPACT

Funding for this project is currently budgeted in FY 2017-2018 Capital Projects at a total of \$81,000.

RECOMMENDATION

It is recommended the Board approve and authorized 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.

ATTACHMENT

- 1) Bid Abstract (1 page)
- 2) Contract (8 pages)

Pleasant Valley Recreation and Park District

September 6, 2018
Bob Cerasuolo

Springville Retaining Wall

	1	2	3	4	5
Company:	Rolling Stone	Cameron Masonry	Vesco Masonry	Reyes Masonry	
Phone Number:	1 805 551-9154	1 805 642-3420	1 805 452-8200	1 805 525-8134	
Fax Number:	1 805 482-0407	1 805 933-0700			
City:	Camarillo	Ventura	Camarillo	Santa Paula	
Quoted By:	Ship Glimmer	Wes Cameron	N/A	N/A	
Springville Retaining Wall					
Supply Labor Only	YES	YES	N/A	N/A	
Current California Contractor License	YES	YES	N/A	N/A	
Department of Industrial Relations	YES	YES	N/A	N/A	
Current Insurance	YES	YES	N/A	N/A	
			NO RESPONSE	NO RESPONSE	
Subtotal					
Labor					
Materials					
Permits/ Inspections					
Other:					
Total Cost Lump Sum Bid Amount	\$19,875	\$22,000.00	N/A	N/A	N/A

**PURCHASE ORDER – CONSTRUCTION WORK
PLEASANT VALLEY RECREATION & PARK DISTRICT**

1605 E. Burnley Street
Camarillo, CA 93010
Telephone (805) 482-1996 - FAX (805) 482-3468

Important terms of this **Purchase Order – Construction Work** (“Agreement”) are printed on the following pages. For your protection, make sure that you read and understand all provisions before signing. The terms and conditions are incorporated in this document and will constitute a part of the contract between the parties when signed.

TO: Rolling Stone Masonry **DATE: September 6, 2018**
P.O. #:

Pleasant Valley Recreation & Park District (“District”) retains Contractor, and Contractor agrees to perform the following work (the “work”) per its attached proposal (incorporated herein) dated 9/5/18. In the event of any conflict between the terms of Contractor’s proposal and this purchase order, the terms of this purchase order shall govern.

DESCRIPTION OF WORK

Contract price: **\$19,875** For Labor only to install Keystone block retaining wall approximately 42 inch high and 320 feet long

(Time and Materials) (Maximum Not-to-Exceed)

Completion date: November 1, 2018

Instructions: Please sign and return both originals along with appropriate insurance documentation. Upon acceptance by District a copy will be signed and promptly returned to you. Insert below the names of your authorized on-site representatives.

**Accepted: Pleasant Valley Recreation
& Park District**

Contractor: Rolling Stone Masonry

(Business Name)

By: Mary Otten
Title: General Manager

Title: _____

Representative(s):

Representative(s):

**PLEASANT VALLEY RECREATION & PARK DISTRICT
PURCHASE ORDER – CONSTRUCTION WORK
TERMS AND CONDITIONS**

Scope of Construction Work - Contractor shall diligently undertake and perform the construction work described in its proposal referenced above. District reserves the right in its discretion to award work outside the scope of Contractor's proposal to other contractors. Contractor represents and warrants that it currently possesses the contractor's license(s) required by the State of California for performance of the type of work to be undertaken pursuant to this Agreement. At all times during the term of this Agreement, Contractor shall maintain in good standing such license(s) with the State of California. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

Term of Agreement - Unless otherwise earlier terminated as specified elsewhere herein, this Agreement shall commence on the date first set forth above and shall expire on the completion date set forth above.

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.

Authorized Representatives - Contractor shall not accept direction or orders from any person other than the District's General Manager or any District authorized representative(s) listed on the signature page hereto.

Payment Terms - District shall pay compensation to Contractor on a time and material reimbursement basis for a maximum not-to-exceed amount of **Nineteen Thousand-Eight Hundred and Seventy-Five Dollars (\$ 19,875)** in accordance with Contractor's proposal referenced above. District shall pay Consultant within thirty (30) days after receipt of Consultant's invoice(s), with the exception of any disputed amount(s) which may be withheld until resolution of the dispute. If there exists or may exist a claim against Contractor or District arising out of the negligence or intentional acts of Contractor, or Contractor's material breach of any provision of this Agreement, then District may withhold payment of any amount payable to Consultant which is directly related to such negligence, intentional act or breach. No payment made pursuant to this Agreement shall be conclusive evidence of Contractor's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Contractor's work.

Changes to Work, Method, Cost, etc. - Any change in the scope of work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the work, will not be paid for or accepted by District unless such change, deletion or addition is

approved in advance, in writing, or by a supplemental or amended change order executed by District's General Manager or authorized representative listed hereto.

Prevailing Wages - In accordance with California law, Contractor shall pay prevailing wages to its workers employed on the work.

Independent Contractor - It is the express intention of the parties that Contractor is an independent contractor and not District's employee; and that the employees of Contractor, and Contractor's subcontractors and their respective employees, are not District employees and are not entitled to any of the rights, benefits or privileges attributable to District employees. Contractor shall have control of the means, methods and details of performance of its work and services and shall only be subject to the general direction and supervision of District's General Manager or authorized representative listed hereto to ensure the results contracted for are achieved. The parties do not intend and shall not act as agents, employees or partners of one another.

Termination of Agreement - During its term, this Agreement may be sooner terminated by written notice of termination as follows:

A. By either party, in the event the defaulting party fails to cure a material breach of this Agreement within five (5) days of receipt of a written notice from the non-defaulting party of such material breach.

B. By District, without cause and without penalty or cost to District, immediately upon written notice, given in the sole discretion of District's General Manager or authorized representative. Termination without cause does not excuse District's obligation to compensate Contractor reasonably for work performed up until termination.

C. In the event of termination as provided in this section, District without penalty may elect or award the work to another Contractor or perform such work itself.

Indemnification - To the fullest extent permitted by law, Contractor shall defend, indemnify and hold District and its directors, officers, employees and agents, from and against:

A. Any and all claims, damages, lawsuits, actions, costs, expenses, losses or liabilities, including reasonable attorneys' and experts' fees and costs incurred in litigation (hereinafter collectively "claims"), in law or equity, of every kind or nature whatsoever, but not limited to injury or death of any person or damage to or the destruction of any property of any person, including District, its directors, officers, employees, or agents, or Contractor or its employees, agents or subcontractors, arising out of or in any manner directly or indirectly related to the work to be performed under this Agreement, however caused, except and only to the extent caused by the active negligence, sole negligence or willful misconduct of District, its directors, officers, employees or agents.

B. Any and all actions, proceedings, damages, costs, expenses, penalties, fines, or liabilities, in law or equity, of every kind and nature whatsoever, arising out of, resulting from, or on account of any violation of any applicable federal, state or local governmental law, ordinance, rule or regulation, compliance with which is Contractor's responsibility.

C. Submission of insurance certificates or other proof of insurance shall not relieve Contractor from liability under these provisions. Contractor's indemnification obligations herein shall

apply whether or not Contractor's insurance policies shall have been determined to apply to any such claims. These indemnification obligations shall survive the expiration or termination of this Agreement.

Laws, Regulations and Permits - At its expense, Contractor shall give all notices and (unless otherwise provided herein) obtain all permits for the work required by law, and comply with all applicable laws, ordinances, rules and regulations pertaining to the conduct of the work. Contractor shall be liable for all violations of law in connection with its performance of the work. If Contractor observes that any drawings or specifications provided are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify District's General Manager or authorized representative in writing and any necessary changes shall be made by written instruction or change order. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the District's General Manager or authorized representative, Contractor shall bear all costs arising therefrom.

Safety - Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall designate, in writing, a responsible representative at the worksite whose duty shall be the prevention of accidents, and the maintenance and supervision of safety precautions and programs. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor.

In carrying out its work, Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements, including State of California Department of Industrial Relations (Cal/OSHA) regulations; construction safety orders and safety orders; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; first aid; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Contractor shall be responsible for the safeguarding of all utilities. At least two (2) working days before beginning work, Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. Contractor shall immediately notify District and the utility owner if Contractor disturbs, disconnects, or damages any utility.

For any work involving excavation of trenches of five (5) feet or more in depth, Contractor shall comply with the requirements of Section 6705 of the California Labor Code (including but not limited to preparation and submission of excavation/trench safety plans), which provisions are incorporated herein as if fully set forth. For any work pertaining to the digging of trenches or other excavations extending deeper than four (4) feet below the surface and the discovery of hazardous waste or subsurface or unknown latent physical conditions differing materially from those ordinarily encountered, Contractor shall comply with the requirements of California Public Contract Code Section 7104, which provisions are incorporated herein as if fully set forth.

Commercial General Liability and Automobile Liability Insurance - Contractor shall provide to

District and shall maintain at all times during the performance of this Agreement, the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. District, its directors, officers, employees and agents are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of the activities performed by or on behalf of Contractor; products and completed operations of the Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, employees, or agents.
2. For any claims related to the work, Contractor's insurance shall be primary insurance as respects District, its directors, officers, employees, or agents. Any insurance, self-insurance, or other coverage maintained by District, or its directors, officers, employees, or agents shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or agents.
4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or Contractor, except after thirty (30) days (10 days for non-payment of premium) prior written

notice by U.S. mail has been given to District.

Such liability insurance shall indemnify Contractor and its subcontractors against loss from liability imposed by law upon, or assumed under contract by, Contractor or its subcontractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions as respects District, its directors, officers, employees and agents; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers - Insurance is to be placed with insurers meeting current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by District.

Workers' Compensation Insurance - By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

Workers' Compensation and Employer's Liability Insurance - Contractor and all subcontractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "*Workers' Compensation and Insurance Act*," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide employer's liability insurance in the amount of, at least, \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Contractor, its employees, agents and subcontractors.

Responsibility for Work - Until the completion and final acceptance by District of all the work under and implied by this Agreement, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature, except those beyond Contractor's control.

Contractor shall waive all rights of subrogation by any insurer of Contractor against District, its directors, officers, employees, and agents. Contractor shall procure and provide endorsement(s) to District to this effect.

Evidences of Insurance - Prior to execution of the Agreement, Contractor shall file with District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing

the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against District. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

Contractor shall, upon demand of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this Agreement, Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District at least ten (10) days prior to the expiration date.

Subcontractors - In the event that (with District's approval) Contractor employs other contractors (subcontractors) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above. Contractor shall promptly pay all subcontractors and materials suppliers consistent with law.

Notices - All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed to the signatories of the parties as set forth above. Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

Anti-Discrimination - Contractor shall not exclude from its employment in the performance of this Agreement any person on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Contractor shall comply with all applicable local, state and federal laws relating to equal employment opportunity rights.

No Assigns or Subcontractors Without Consent of District - Contractor shall not assign this Agreement, or utilize subcontractors in the performance of the work, without the written consent of District's General Manager. District may withhold such consent in its sole discretion.

No Waiver - No failure by District in asserting any of its rights or remedies as to any default of Contractor shall operate as a waiver of the default, or any subsequent or other default by Contractor, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceedings which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance thereof.

Partial Invalidity - If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall not be affected, impaired or invalidated thereby.

Integration - No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

Rules of Interpretation - The terms of this Agreement have been negotiated by the parties and the

language used herein shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

California Law - This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any provisions of law which are applicable to this Agreement, even if not specifically included herein, are incorporated by reference herein as if set forth in full, and Contractor shall comply with such provisions.

Disputes - Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

District Employees - Contractor agrees that no employee of District shall be employed by Contractor during the period this Agreement is in effect.

Guarantee - Contractor hereby guarantees that the entire work constructed and/or performed by it under this Agreement will meet fully all requirements thereon as to quality of workmanship and of materials furnished by Contractor. If District notifies Contractor of any defects in quality of workmanship or materials within one (1) year following the completion of work, Contractor at its expense, with no charge to District, shall repair such work and/or replace such materials.

Payment Bond - If the cost of the construction work exceeds \$25,000.00, Contractor shall furnish to District a payment bond, in a form satisfactory to District, from a surety insurer admitted in California. Premiums for the payment bond shall be compensable to Contractor (without markup).

Counterparts - This Agreement may be executed in counterparts, a complete set of which shall be deemed an original and one single document. Signatures may be transmitted via facsimile or electronic transmission and are deemed given as of the date of transmittal.

This document shall become a valid contract only when accepted by Contractor, and subsequently by District, and together with the Contractor's Proposal shall constitute the entire agreement between the parties.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: September 6, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF THE PLANS
AND SPECIFICATIONS FOR THE FREEDOM PARK
RENOVATION PROJECT AND AUTHORIZATION TO
INITIATE THE PUBLIC BID PROCESS**

RECOMMENDATION

It is recommended that the Board of Directors approve the plans and specifications for the Freedom Park Renovation project and authorize staff to initiate the public bidding process.

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.

On May 13, 2009, the conceptual design of the Freedom Park Master Plan project was awarded to Jordan, Gilbert & Bain Landscape Architects, Inc. (JG&B). The project required JG&B to facilitate design meetings, solicit input on design direction, future improvements impacting the project, analyze site restrictions, and establish project boundaries and objectives. This project concluded in the development of conceptual drawings for future sites. On February 3, 2010, the Board accepted and approved the Freedom Park Master Plan.

Once the Master Plan was complete the next step required was the development of construction drawings and project specifications. At the June 2, 2010 Board meeting, the Board retained Jordan, Gilbert & Bain Landscape Architects Inc. for the project, which started the development of construction drawings for the Freedom Park renovation project. This initial project converted one of the existing softball fields to a regulation baseball field and installed two smaller fields in the northwest quadrant of the park.

As part of the 2017-2018 budget process, the Board approved a review and update to the next Phase of the Freedom Park Master Plan.

ANALYSIS

Over the course of the past six months, staff has met with CPBA, Musco Lighting, as well as Jordan, Gilbert & Bain Landscape Architects, Inc. to revisit the layout of the baseball fields on the west side of Freedom Park. Jordan, Gilbert & Bain Landscape Architects Inc. have reviewed the original construction documents and have taken the time to determine the exact document pages that will need to be revised in order to prepare working drawings needed to construct two (2) more baseball fields from the revised layout.

Specifically, the project will encompass the west portion of the park. The entire west area will be revamped, with the intent of adding two new baseball diamonds. In addition to the big 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 also include all the ball field fencing, backstops, walkways, and ball field amenities. With respect to irrigation, it will be updated to coincide with the installation of the current main line servicing the park.

FISCAL IMPACT

The engineers' estimate for this project is nine hundred ninety-nine thousand eight hundred and thirty-three dollars (\$999,833.00). The District's Quimby Funds currently have five million nine hundred seventeen thousand, eight hundred seventy-five dollars and ninety cents (\$5,917,875.90). This District funding is sufficient to initiate the bidding process.

RECOMMENDATION

It is recommended that the Board of Directors approve the plans and specifications for the Freedom Park Renovation project and authorize staff to initiate the public bidding process.

ATTACHMENTS

- 1) Bid Plan Specifications (192 pages)
- 2) Estimated Cost of Construction (2 pages)

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: October 22, 2018, AT 2:00 P.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:

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

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 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 and Architect Jay Bain at john@jordan-gilbert.com no later than **October 17th 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@pvrrpd.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;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the 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: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

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):

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "**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	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Mobilization					
2.	Compliance with NPDES					
3.	Common Work Results for Electrical					
4.	Low Voltage Electrical Power Conductors and Cables					
5.	Grounding and Bonding					
6.	Raceways and Boxes					
7.	Underground Ducts and Raceways for Electrical System					
8.	Low Voltage Transformers					
9.	Panelboards					
10.	Wiring Devices					
11.	Field Lights					
12.	Baseball Field Construction and Miscellaneous					
13.	Chain Link Fences					
14.	Permanent Hooded Backstop					
15.	Irrigation System					

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.	Landscape Planting and Maintenance					
17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						

_____ Bidder Name

_____ Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their
several seals this ____ day of _____, 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:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

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

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

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

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

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

(9) List at least three (3) completed PROJECTs completed in the last 7 years:

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

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

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

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

Date of Inspection: _____

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

(12) List the name and address of all **subcontractors who will perform work** in or about the 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: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

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

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

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

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

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

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

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

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

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

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

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

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

QUESTIONNAIRE

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

Yes _____ No _____

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

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

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

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

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

Contractor's State License Number and Classification

License Expiration Date

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

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address **City** **State** **Zip Code**

Telephone Number

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

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

The undersigned declares:

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

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

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

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

AGREEMENT

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

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

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "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: _____

**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:

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 _____ (\$ _____), 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 & 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 275 E. Pleasant Valley Road, 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 tender's final payment to the contractor, without further acknowledgment by the parties.”

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

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

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

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

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

FREEDOM BASEBALL FIELDS PHASE II PROJECT

SPEC NO. FB-P2-2

FISCAL YEAR 2018-2019

1. GENERAL

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

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

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

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

C. SCOPE AND CONTROL OF THE WORK:

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

2.5 PLANS AND SPECIFICATIONS

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

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

2-5.4 Record Drawings.

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

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

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

D. COMPLETION OF WORK:

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

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

E. FINAL INVOICE AND PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. CHANGES IN WORK:

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

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

Q. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“20104.2. Claims; requirements; tort claims excluded

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waives 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 FREEDOM BASEBALL FIELDS PHASE II PROJECT FREEDOM BASEBALL FIELDS PHASE II 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 FREEDOM BASEBALL FIELDS PHASE II PROJECT, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

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

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

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

F. AIR POLLUTION CONTROL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TECHNICAL PROVISIONS

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

SECTION 01 24 00

**COMPLIANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION
SYSTEM (NPDES)**

- A. The Contractor shall comply with the NPDES Municipal Storm Water Permit by designing a plan/system of plans to prevent the discharge of pollutants into storm drains, channels or natural water courses. The "plan/system of plan" consist of setting forth control of excavation, grading, earth work construction including fills or embankments, and the control of grading site runoff, including erosion sediments and construction related pollutants.

The Contractor shall submit a site drawing with details, notes and related documents, prepared by an individual with the proper license and certification, that identify the measure taken to:

1. Control erosion and prevent sediment and construction and related pollutants from being carried off site by storm water.
2. Prevent non-storm water discharges from entering the storm drain system unless it is permitted.

END OF SECTION 01 24 00

SECTION 03 30 00

CONCRETE PAVING

PART 1 GENERAL

1.1 SECTION INCLUDES

Furnish all labor, materials and equipment required to install the concrete paving as indicated on the drawings and these specifications.

1.2 QUALITY ASSURANCE

For concrete finishing use only trained and experienced concrete finishers.

PART 2 PRODUCTS

2.1 CONCRETE

- A. All concrete for concrete walks, fence footings, and concrete mow strips shall be hardrock with a minimum compressive strength at 28 days of $f'c = 2,500$ psi and conform to ASTM C-94. Finish shall be medium broom.
- B. Cement: ASTM C150, Type I or II, low_alkali.
- C. Aggregate: ASTM C33, non-reactive, 1 inch maximum.
- D. Slump: Maximum slump - 4 inches.

2.2 REINFORCING STEEL

- A. All reinforcing bars shall be free of rust, grease, mill scale or any material which might affect its bond to concrete. All bar bends shall be made cold.
- B. All reinforcing steel shall be deformed and shall conform to ASTM A-615, minimum 60 grade.

2.3 EXPANSION JOINTS

Expansion joints shall be 1/2" thickness. (Homex 300 or equal).

2.4 CURING COMPOUND

Provide liquid curing compound shall be W.R. Meadows, VDCOM-20 or equal.

2.5 BASE

Base shall be crush aggregate base as per Section 200-2 of the SSPWC or construction sand.

PART 3 EXECUTION

3.1 SUBGRADE PREPARATION

- A. After the existing concrete, turf, and other materials are removed and the subgrade is established, scarify the soils to a depth of 1 foot, moisture condition and re-compact to a minimum of 90% of maximum density.
- B. In unsuitable material is found, remove and replace with suitable top soil.
- C. Obtain approval from the Inspector before proceeding with the base installation.

3.2 PLACEMENT OF BASE

- A. Aggregate base may be placed in one layer. Base shall be moisture conditioned and compacted to a minimum relative compaction of 90%.
- B. The surface elevation of the base material shall not vary more than 1- 1/2" in any direction.
- C. Obtain approval from the Inspector before proceeding.

3.3 SURFACE CONDITIONS

- A. Take adequate precautions for mixing, placing, finishing, curing, and protecting concrete during unfavorable weather conditions.
- B. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- C. All concrete shall be properly consolidated during placement. All reinforcing steel and embedded items shall be securely tied in place to prevent displacement during concrete placement. Support reinforcement on blocks.
- D. Verify that concrete may be placed to the lines and elevations indicated on the Drawings, with all required clearance from reinforcement.

- E. Layout paving surfaces to slope and drain at 1% minimum and not to exceed 2%. Layout must be approved by the District prior to pour.

3.2 FENCE POST EXCAVATION

After coring holes for fence post that are over six feet in height, call for inspection by Soils engineer prior to pouring concrete. Excavated boring must be approved before proceeding with any concrete work.

3.3 PREPARATION

- A. Remove all wood scraps and debris from the areas in which concrete will be placed.
- B. Thoroughly clean the areas to ensure proper placement and bonding of concrete.
- C. Thoroughly wet the forms or oil them; remove all standing water.
- D. Thoroughly clean all transporting and handling equipment.
- E. Compact base and sub-grade to a minimum 90% relative compaction.

3.4 PLACING CONCRETE

- A. Base compaction, steel placement and form work must be approved by the inspector prior to concrete paving.
- B. Convey concrete from mixer to place of final deposit by methods that will prevent separation and loss of materials.
- C. For chuting, pumping and pneumatically conveying concrete, use only equipment of such size and design as to ensure a practically continuous flow of concrete at the delivery and without loss or separation of materials.
- D. Deposit concrete as nearly as possible in its final position to avoid segregation due to re-handling and flowing.
- E. Contractor is advised that recent excavations at the site indicated ground water at 44 inches. If this condition exists at the time of construction, Contractor will be required to deposit concrete under water, as per Section 303-1.8.9 of the SSPWC. The tremie water tight tube shall be of an adequate diameter to complete the work specified. A special mix design may be required from the batch plant and must be approved by the Structural Engineer. This work will require continuous inspection by the Geotechnical Engineer.
- F. Place concrete as dry as possible consistent with good workmanship, never exceeding the maximum specified slump.

- G. Place concrete at such a rate that concrete is at all times plastic and flows readily between bare bars.
- H. When placing is once started, carry it on as a continuous operation until placement of the panel or section is complete.
- I. Thoroughly consolidate all concrete by suitable means during placement, working it around all embedded fixtures and into corners of forms.
- J. During placement, thoroughly compact the concrete by hand tamping and by mechanical vibration.

3.5 CUTTING AND PATCHING

When cutting and patching of existing concrete is required for utility runs, Contractor shall layout in the field and receive approval from the Inspector prior to cutting. Concrete shall be cut with saw cut machine as to leave straight clean edges. New concrete shall be 2,500 PSI as per details on Drawings.

3.5 TOLERANCE

Concrete planes shall be checked with a ten-foot straight-edge in two directions. There shall be no high spots or low spots greater than 1/8" in ten feet. All edges shall be straight and true.

3.6 SCORE LINES AND EXPANSION JOINTS

- A. Score lines shall be straight and shall be of the proper alignment as shown on the Drawings. The score depths shall be approved prior to finishing.
- B. Expansion joints shall be straight, in line and plumb.

3.7 CURING AND PROTECTION

Freshly deposited concrete shall be protected from pre-mature drying and excessively hot or cold temperatures, and shall be maintained without drying at a relatively constant temperature for the period of time necessary for the hydration of the cement and proper hardening of the concrete. Apply liquid curing compound as soon as finishing is complete, within 2 hours, and in accordance with manufacturer's directions.

4.0 MEASUREMENT AND PAYMENT

Measurement and payment for concrete paving work and mow strips will be made as the contract lump sum price bid and shall include full compensation for all items in the Contract Documents. Provide the lump sum price in the space provided on Bid Schedule of Work and Prices.

END OF SECTION 03 30 00

SECTION 26 05 00

COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Electrical equipment coordination and installation.
2. Sleeves for raceways and cables.
3. Sleeve seals.
4. Grout.
5. Common electrical installation requirements.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

Product Data: For sleeve seals.

1.5 COORDINATION

A. Coordinate arrangement, mounting, and support of electrical equipment:

1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
2. To provide for ease of disconnecting the equipment with minimum interference to other installations.

3. To allow right of way for piping and conduit installed at required slope.
 4. So, connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.
 - C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed. Access doors and panels are specified in Division 08 Section "Access Doors and Frames."
 - D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."."

PART 2 - PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.
 1. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches and no side more than 16 inches thickness shall be 0.052 inch.
 - b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches and 1 or more sides equal to, or more than, 16 inches thickness shall be 0.138 inch

2.2 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 1. Manufacturers: Subject to compliance with requirements,
 - a. Advance Products & Systems, Inc.

- b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
2. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 3. Pressure Plates: Carbon steel Include two for each sealing element.
 4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.3 GROUT

Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.

- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Cut sleeves to length for mounting flush with both surfaces of walls.
- E. Extend sleeves installed in floors 4 inches above finished floor level.
- F. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- G. Seal space outside of sleeves with grout for penetrations of concrete and masonry
 - 1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.

3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

END OF SECTION 26 05 00

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings, Special and General provisions of the Contract apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.
3. Sleeves and sleeve seals for cables.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For testing agency.
- C. Field quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for

Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

1.6 COORDINATION

Set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Alcan Products Corporation; Alcan Cable Division.
 - 2. American Insulated Wire Corp.; a Leviton Company.
 - 3. General Cable Corporation.
 - 4. Senator Wire & Cable Company.
 - 5. Southwire Company.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Alcan Products Corporation; Alcan Cable Division.
 - 2. American Insulated Wire Corp.; a Leviton Company.
 - 3. General Cable Corporation.
 - 4. Senator Wire & Cable Company.
 - 5. Southwire Company.
- C. Copper Conductors: Comply with NEMA WC 70.
- D. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN, XHHW, UF, USE, and SO.
- E. Multiconductor Cable: Comply with NEMA WC 70 for armored cable (Type AC), metal-clad cable (Type MC), mineral-insulated, metal-sheathed cable (Type MI), nonmetallic-sheathed cable (Type NM), Type SO, and Type USE with ground wire.

2.2 CONNECTORS AND SPLICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Hubbell Power Systems, Inc.
 - 3. O-Z/Gedney; EGS Electrical Group LLC.
 - 4. 3M; Electrical Products Division.
 - 5. Tyco Electronics Corp.
- C. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SLEEVES FOR CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.138-inch thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

2.4 SLEEVE SEALS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1. Advance Products & Systems, Inc.
 - 2. Calpico, Inc.

3. Metraflex Co.
 4. Pipeline Seal and Insulator, Inc.
- D. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 2. Pressure Plates: Carbon steel. Include two for each sealing element.
 3. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type SE or USE multiconductor cable.
- B. Exposed Feeders: Type THHN-THWN, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-THWN, single conductors in raceway. Coordinate first paragraph below with Division 26 Section "Underground Ducts and Raceways for Electrical Systems." "Division 2 Section "Underground Ducts and Utility Structures."
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Underground feeder cable, Type UF.
- E. Feeders Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.
- F. Feeders in Cable Tray: Type THHN-THWN, single conductors in raceway.

- G. Exposed Branch Circuits, Including in Crawlspace: Type THHN-THWN, single conductors in raceway.
- H. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.
- I. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Underground branch-circuit cable, Type UF.
- J. Branch Circuits Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.
- K. Branch Circuits in Cable Tray: Type THHN-THWN, single conductors in raceway.
- L. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- M. Class 1 Control Circuits: Type THHN-THWN, in raceway.
- N. Class 2 Control Circuits: Power-limited cable, concealed in building finishes.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
- E. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."
- F. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least **6 inches** of slack.

3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- B. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- C. Rectangular Sleeve Minimum Metal Thickness:
 - 1. For sleeve rectangle perimeter less than 50 inches and no side greater than 16 inches, thickness shall be 0.052 inch.
 - 2. For sleeve rectangle perimeter equal to, or greater than, 50 inches and 1 or more sides equal to, or greater than, 16 inches, thickness shall be 0.138 inch.
- D. Cut sleeves to length for mounting flush with both wall surfaces.
- E. Extend sleeves installed in floors 2 inches above finished floor level.
- F. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and cable unless sleeve seal is to be installed, or unless seismic criteria require different clearance.
- G. Seal space outside of sleeves with grout for penetrations of concrete and masonry, and with approved joint compound for gypsum board assemblies.
- H. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and cable, using joint sealant appropriate for size, depth, and location of joint according to Division 07 Section "Joint Sealants."

- I. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at cable penetrations. Install sleeves and seal with firestop materials according to Division 07 Section "Penetration Firestopping."
- J. Roof-Penetration Sleeves: Seal penetration of individual cables with flexible boot-type flashing units applied in coordination with roofing work.
- K. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- L. Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between cable and sleeve for installing mechanical sleeve seals.

3.6 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground exterior-wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Perform tests and inspections and prepare test reports.
- C. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors, and conductors feeding the following critical equipment and services for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in

cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.

- a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
 - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- D. Test Reports: Prepare a written report to record the following:
1. Test procedures used.
 2. Test results that comply with requirements.
 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 26 05 19

SECTION 26 05 26
GROUNDING AND BONDING

PART 1 - GENERAL

1.1 SUMMARY

- A. Provisions of General and Special Provisions apply to this section
- B. Section Includes: Provide and install grounding system as indicated or required.

1.2 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. IEEE 142 Green Book.
 - 2. Underwriter's Laboratories (UL).
 - 3. California Electrical Code.
 - 4. B.I.C.S.I. (Signal)
 - 5. EIA/TIA (Signal and power).

1.3 SYSTEM DESCRIPTION

- A. Metallic objects on the Project site that enclose electrical conductors, or that are likely to be energized by electrical currents, shall be effectively grounded.
- B. Metal equipment parts, such as enclosures, raceways, and equipment grounding conductors, and earth grounding electrodes shall be solidly joined together into a continuous electrically conductive system. All raceways shall contain a green, copper, equipment grounding conductor, sized per code.
- C. Metallic systems shall be solidly interconnected to the electrical system as provided by the service entrance and for grounded separately derived systems that are installed.
- D. A separately derived AC source shall be grounded to the equipment grounding conductor and to a separate "made" electrode.
- E. Electrical continuity to ground metal raceways and enclosures, isolated from equipment ground by installation of non-metallic conduit or fittings, shall be provided by a green insulated grounding conductor of required size within each raceway connected to isolated metallic raceways, or enclosures at each end. Each

flexible conduit shall be provided with a green insulated grounding conductor of required size.

- F. Cold water, or other utility piping systems, shall not be utilized as grounding electrodes due to the installation of insulating couplings and non-metallic pipe in such installations. Grounding electrodes shall be “made” electrodes specified as follows:
1. Grounding electrodes as specified hereafter in this section.
 2. Concrete enclosed electrode (UFER ground), fabricated of at least 20 feet of No. 2 AWG, minimum size, bare copper conductor, encased by at least 2 inches of concrete, located within or near bottom of a concrete foundation, or footing, which is in direct contact with earth. Footing rebar shall be connected to copper wire with approved connectors. An external electrode, as specified hereafter or as required by the NEC, shall be installed and connected to foundation or footing rebar.
- A. Non-current carrying metal parts of high-voltage equipment enclosures, signal and power conduits, switchboard and panelboard enclosures, motor frames, equipment cabinets, and metal frames of buildings shall be permanently and effectively grounded.
- B. Metallic or semi-conducting shields and lead sheaths of cables operating at high voltage, shall be permanently and effectively grounded at each splice and termination.
- C. Neutral of service conductors shall be grounded as follows:
1. Neutral shall be grounded at only one point within the Project site for that particular service. Preferable location of grounding point shall be at the service switchboard, or main switch.
 2. Equipment and conduit grounding conductors shall be bonded to that grounding point.
 3. Equipment grounding conductor is installed from switchboard to building. At building, grounding conductor is bonded with power equipment enclosures, metal frames of building, cold water piping, hot water piping, gas piping, etc., to “made” electrode for the building.
 4. Neutral of feeders shall not be grounded.
 5. Neutral of a separately derived AC system shall be connected to the “made” electrode described in ‘D’ above.

1.4 SUBMITTALS

Provide in accordance with the General and Special Provisions.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Furnished yard boxes shall be precast concrete and shall be approximately 14 inches wide by 19 inches long by 12 inches deep or larger, if necessary to obtain required clearances. Boxes shall be furnished with bolt-down, checkered, cast iron covers and cast-iron frames cast into boxes. Yard boxes shall be Brooks 36, or equal.
- B. "Made" electrodes shall be copper-clad steel ground rods, minimum 3/4-inch diameter by 10 feet long or other as accepted by code and approved by engineer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Grounding electrodes shall be installed in the nearest suitable planting area, where not otherwise indicated on Drawings, and each electrode shall terminate within a concrete yard box installed flush with finish grade. In planting areas, finish elevation of concrete yard boxes shall be 2 inches above planting surfaces.
- B. Where concrete enclosed electrode is provided, grounding wire shall terminate to a suitable copper plate with grounding lugs.
- C. Grounding rods shall be driven to a depth of not less than 8 feet.
- D. Grounding electrodes shall provide a resistance to ground of not more than 5 ohms.
- E. When installing grounding rods, if resistance to ground exceeds 5 ohms, 2 or more rods connected in parallel shall be provided to meet grounding resistance requirement.
- F. Ground rods shall be separated from one another by not less than 10 feet.
- G. Parallel grounding rods shall be connected together by exothermic welding with recognized fittings and grounding conductors in galvanized rigid steel conduit, buried not less than 12 inches below finish grade.

3.2 TESTING

- A. Provide the services of an approved independent testing laboratory to test grounding resistance of “made” electrodes, ground rods, bonding of building steel, water pipes, gas pipes and other utility piping. Tests shall be performed as follows:
1. Visually and mechanically examine ground system connections for completeness and adequacy.
 2. Perform fall of potential tests on each ground rod or ground electrode where suitable locations are available per IEEE Standard No. 81, Section 8.2.1.2. Where suitable locations are not available, measurements will be referenced to a known dead earth or reference ground.
 3. Perform the two-point method test per IEEE No. 81, Section 8.2.1.1 to determine ground resistance between ground rod and building steel, and utility piping - such as water, gas and panelboard grounds. Metal railings at building entrances and at handicapped ramps shall also be tested.
 4. Test shall be performed in the presence of the IOR.
- B. Submit 3 copies of test results to the Architect. Test results shall be submitted on an official form from the independent testing laboratory recording Project location, test engineer, test conditions, test equipment data, ground system layout or diagram, and final test results.

3.3 PROTECTION

Protect the Work of this section until Substantial Completion.

3.4 CLEANUP

Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION 26 05 26

SECTION 26 05 33

RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings, Special and General Provisions of the Contract apply to this Section.

1.2 SUMMARY

- A. This Section includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of the work of this Section, complete as shown on the drawings and/or specified herein. Work includes, but is not necessarily limited to the following:
 - 1. Examine all other sections for work related to those other sections and required to be included as work under this section.
 - 2. General provisions and requirements for electrical work.

1.3 SUBMITTALS (ADDITIONAL REQUIREMENTS)

- A. Submit product data sheets for all wire, supports, conduit, fittings and splicing materials.
- B. Submit material list for all conduit and conduit fittings.
- C. Submit details and structural engineering calculations for conduit support systems.

PART 2 - PRODUCTS

2.1 CONDUIT

- A. GENERAL
 - 1. The interior surfaces of conduits and fittings shall be continuous and smooth, with a constant interior diameter. Conduits and conduit fittings shall provide conductor raceways of fully enclosed circular cross section. The interior surfaces of conduits and fittings shall be without ridges, burrs irregularities or obstructions. Conduits and fittings of the same type shall be of the same uniform weight and thickness.

2. Type of conduit, type of conduit fittings and conduit supports shall be suitable for the conditions of use and the conditions of location of installation, based on the manufacturer's recommendations and based on applicable codes.
3. All fittings for metal conduit shall be suitable for use as a grounding means, pursuant to the applicable code requirements. All metal conduit and metal conduit fittings shall provide 3 second duration ground fault current carrying ratings, when installed and connected to the respective conduit, as follows:
 - a. RMC and EMT conduit fittings. 1) 0.5 inch through 1.5-inch conduit/fitting size - 10,000 ampere RMS. 2) 2.0 inch and larger conduit/fitting size - 20,000 ampere RMS.
 - b. FMC and LTFMC Conduit Fittings 1) 0.5 inch through 1.25-inch conduit/fitting size-1,000 ampere RMS (without external bonding jumper). 1.5 inch through 4.0-inch fitting size-10,000 ampere RMS with bonding jumper.
4. Protective corrosion resistant finish for metal conduit fabricated from steel and metal conduit fittings fabricated from steel, shall be as follows:
 - a. Clean all metal surfaces (including metal threads) with acid bath "pickle" prior to coating, to remove dirt, oil and prepare surfaces for galvanizing.
 - b. Hot-dip galvanized zinc coating on all interior and exterior steel surfaces. Minimum finish zinc coating thickness shall not be less than 0.002 inches.
 - c. Threads shall be hot-dip zinc coated after machine fabrication.
 - d. Exterior metal surfaces shall be finished with clear organic polymer topcoat layer, after galvanizing.
 - e. The inner metal surfaces of conduit fittings shall be finished with a lubricating topcoat after galvanizing, to facilitate conductor pulling through the conduit/fitting.
5. Threads for metal conduit and metal conduit fittings shall be taper-pipe-thread, National Pipe Standards (NPS) and shall comply with ANSI-B1.20.1.
6. Metal conduit termination connector fittings shall be provided with a manufacturer installed, insulating throat bushing inside the fitting. The bushing shall protect the wire conductor insulation from cutting, nicks and abrasion during conductor installation and electrical load "cycling" after installation is complete. The bushing shall comply with UL 94V-0 flammability.
7. Provide conduit bonding/grounding jumper from metal enclosures with "concentric ring" knockouts, to positively ground/bond each respective conduit(s) to the metal enclosure.
8. Metal conduit fittings connecting to PVC coated metal conduit shall be PVC coated to match the conduit.

- B. Rigid metal conduit (RMC)
1. Rigid metal, round tubing, machine threaded at both ends.
 - a. The conduit and conduit fittings shall comply with the requirements for a equipment grounding conductor, pursuant to applicable codes.
 - b. The conduit shall be watertight and airtight without cracks and pinholes.
 2. RMC raceway types shall be as follows:
 - a. Rigid galvanized steel conduit (RGS), minimum yield strength shall be 35,000 PSI. Shall comply with NEMA standard 5-19 (latest revision); ANSI C80.1 and ANSI-C80.4 (latest revision); U.L. 514-B and UL 6 (latest revisions); National Pipe Standard Specification (latest revision).
 - b. Intermediate steel conduit (IMC). Shall comply with NEMA Standard 5-19 (latest revision) ANSI-C80.6 (latest revision); UL 2142 (latest revision).
 3. RMC Fittings
 - a. Fittings shall be compatible with RGS and IMC.
 - b. Fittings shall be rated "liquid tight".
 - c. Fittings imbedded in concrete shall be rated "liquid tight" and "concrete tight".
 - d. Connectors and couplings for terminating, connecting and coupling to RMC conduit shall be threaded metal.
 - e. Fittings shall comply with ANSI C80.4 and ANSI C33-84 (latest revision); NEMA FB1 (latest revision); UL 514 (latest revision).
 4. RMC Fittings as manufactured by:
 - a. For threaded enclosure, termination connection.
 - 1) Thomas & Betts - 106 Series bonding locknut, 5302 series sealing ring with stainless steel retainer.
 - b. For non-threaded enclosure, termination connector.
 - 1) Thomas & Betts - 370 Series watertight threaded sealing hub, 106 series threaded bonding lock nut, Sta-Con Series enclosure bonding jumper and 3870 Series threaded ground bushing.
 - 2) OZ/Gedney-CHMT/CHT watertight threaded hub with bonding locknut and GH50G Series enclosure bonding jumper.
 - c. For RMC to RMC conduit-to-conduit coupling 1) Erickson - 674 (threaded) Series 2) OZ/Gedney Type 4 (threaded) Series 3) Threaded RMC conduit couplings, product of the same manufacturer as the RMC conduit.
 - d. For RMC Conduit Seals 1) OZ/Gedney-EYA and EYAM (threaded) Series 2) Appleton-EYF and EYM (threaded) Series

- C. Electrical Metallic Tubing (EMT)
1. Rigid metal round tubing, "thin wall" steel construction, with non-threaded ends.
 - a. The conduit and conduit fittings shall comply with the requirements for an equipment grounding conductor pursuant to applicable codes.
 - b. The conduit shall be watertight and airtight without cracks and pinholes.
 2. EMT shall be allowed for conduit size ranges from 0.5 inch through 4.0 inch.
 3. Comply with ANSI C80.3, C80.4, and ANSI C33.98 (latest revisions); UL 594 and UL 797 (latest revisions); CEC Section 12500 (latest revision).
 4. EMT Fittings
 - a. Connectors and couplings for terminating, connecting and coupling to EMT conduit shall be non-threaded steel fabrication.
 - b. EMT termination connector fittings shall be as follows: 1) Set screw type "concrete tight" when installed in dry interior locations. 2) Compression types "raintight" and "concrete tight" when installed in wet or damp locations, outdoors and in concrete or masonry construction.
 - c. Fittings shall comply with ANSI C33.84 (latest revision); UL 514 (latest revision); NEMA FB-1.
 5. EMT Fittings as manufactured by:
 - a. For threaded and non-threaded enclosure, termination connector
 - 1) Thomas & Betts-TC5031 (set screw type) Series (with locknuts).
 - 2) OZ/Gedney-4000ST (set screw type) Series.
 - 3) Thomas & Betts-5123 (compression type) Series (with 2 locknuts).
 - 4) OZ/Gedney-7000ST (compression type) Series (with locknut).
 - 5) Thomas & Betts-4240 (compression type) Series (90-degree angle with locknut).
 - 6) OZ/Gedney-8000WT (compression type) Series (90-degree angle with locknut).
 - b. For EMT to EMT conduit-to-conduit coupling: 1) Thomas & Betts-TK121 (set screw type) Series (with locknut). 2) OZ/Gedney-5000 (set screw type) Series (with locknut). 3) Thomas & Betts-5120 (compression type) Series. 4) OZ/Gedney-6000S (compression type) Series.
 - c. For EMT to RMC conduit to conduit combination coupling: 1) Thomas & Betts-HT221 (set screw type) Series. 2) OZ/Gedney-ESR (set screw type) Series. 3) Thomas & Betts-530 (compression type) Series. 4) OZ/Gedney-ETR (compression type) Series.
- D. Flexible Metal Conduit (FMC):
1. Round flexible conduit fabricated from a single continuous steel strip. The steel shall be factory formed into continuous interlocking convolutions to form a complete lock between steel strips and provide raceway flexibility.

2. Metal to metal grounding contact shall be maintained throughout the length of the FMC conduit.
3. FMC shall be allowed for conduit size ranges from 0.5 inch through 4.0 inch.
4. FMC shall comply with ANSI-C.33.84 and ANSI C33.92; NEMA FB-1; CEC 12-1100.
5. FMC Fittings
 - a. FMC fittings shall be malleable iron construction or steel construction.
 - b. Fitting shall automatically cause the FMC raceway throat opening to be centered with respect to the fitting throat opening.
 - c. Straight and angled connector termination fittings shall be threaded on one end and shall include a threaded locknut, suitable for connection to threaded and unthreaded enclosures.
 - d. The attachment of the fittings to FMC shall be angled saddle type, to engage and interlock with the FMC spiral groove, and shall be unaffected by vibration. Direct bearing screw type fittings shall not be used.
 - e. Direct FMC conduit-to-FMC conduit coupling of FMC shall not be permitted.
 - f. Shall comply with ANSI C33.9, and ANSI C33.92 (latest revision); NEMA FB1 (latest revision); U.L. 514.
6. FMC Fittings as manufactured by:
 - a. Straight Termination 45 & 90 Degree Connectors Angle Connectors
 - 1) Thomas & Betts- Thomas & Betts- 3110 Series 3130 Series (with locknut) (with locknut)
 - b. MC to EMT conduit combination coupling:
 - 1) Thomas & Betts 503TB Series.

E. Liquid Tight Flexible Metal Conduit (LTFMC)

1. The metal conduit core of LTFMC shall comply with the same requirements as FMC conduit, with the addition of a thermoplastic exterior flexible jacket over the metal core.
2. The exterior jacket shall be positively locked to the metal core to prevent jacket "sleeving".
3. The LTFMC shall be rated for installation and operating service temperatures of between 0 degrees centigrade through plus 90 degrees centigrade.
4. The LTFMC jacket shall be suitable for continuous exposure to sunlight, rainwater, water vapor, mineral oils and liquid solvents, without penetrating into the conduit and without deteriorating the jacket.
5. LTFMC sizes from 0.5 inch through 1.25 inches shall include an additional internal ground conductor, fabricated by the manufacturer, as an integral part of the conduit core.

6. Direct LTFMC conduit-to-LTFMC conduit coupling of LTFMC shall not be permitted.
7. LTFMC shall be allowed for conduit size ranges from 0.5 inch through 4.0 inches.
8. In addition to the requirements for FMC conduit, LTFMC shall also comply with ANSI C-33.84 (latest revision); NEMA-FB1 (latest revision); CEC 12-1400 (latest revision).
9. LTFMC fittings:
 - a. Fittings shall include an external mechanical ground/bond wire connector.
 - b. The attachment of the fitting to LTFMC shall be threaded compression type onto the conduit core with locknut and liquid tight jacket compression seal. The fitting shall automatically prevent “sleeving” of the jacket.
 - c. Straight and angled termination connector fittings shall be threaded on one end and shall include locknut suitable for connection to threaded and unthreaded enclosures.
 - d. LTFMC to RMC conduit to conduit combination coupling fittings:
 - 1) Thomas & Betts-5271 GR Series.
 - 2) OZ/Gedney-4QFML Series

LTFMC Fittings as manufactured by: a. Termination connector fittings: Straight 1) Thomas & Betts-5331 GR Series.	45 and 90 Degree Angle Connectors Thomas & Betts5341GR and5351GR Series.
2) Appleton-STB Series; STN-L Series for use with preformed “knockouts”.	Appleton-STB-L Series; STN-L Series for use with preformed “knockouts”.
3) OZ/Gedney-4QLT Series.	OZ/Gedney-4QLT Series

F. Rigid Non-Metallic Conduit (RNMC)

1. General
 - a. Conduit and fittings shall be 90-degree centigrade conductor rated. Fabricated from homogeneous material, free from visible crack holes or foreign inclusions, with integral “end-bell”. The conduit and conduit fittings shall be watertight and airtight.
 - b. Conduit, conduit fittings and conduit fitting assembly “solvent cement” shall all be the product of the same manufacturer. Conduit fittings shall be solvent cement welded watertight.
 - c. Conduit and fittings shall be identified with legible markings showing ratings, size and manufacturers name.
 - d. RNMC and fitting shall be corrosion resistant, watertight.
 - e. Conduit shall be suitable for conductor operating temperatures from minus 20 degrees centigrade to 90 degrees centigrade.

- f. RNMC shall comply with NEMA TC-2 (PVC 40 conduit, latest revision) NEMA TC-6 (EB conduit latest revision) and NEMA TC-3 (fittings, latest revision); UL 514 and UL 651 (latest revision).
 - 2. Polyvinyl Chloride (PVC)-RNMC
 - a. PVC-schedule 40 heavy wall construction.
 - b. PVC-schedule 80 extra heavy wall construction.
 - c. PVC-type EB.
 - 3. RNMC fittings connecting to metallic raceways shall be provided with a ground/bond jumper connection.
- G. Electrical Nonmetallic Tubing (ENT)
 - 1. General:
 - a. Conduit and fittings shall be 90-degree centigrade conductor rated. Conduit shall be pliable corrugated raceway of circular cross section.
 - b. Conduit, conduit fittings and conduit fitting assembly "solvent cement" shall all be the product of the same manufacturer. Conduit fittings shall be solvent cement welded watertight.
 - c. Conduit and fittings shall be identified with legible markings showing ratings, size and manufacturers name.
 - d. ENT and fitting shall be corrosion resistant, watertight.
 - e. Conduit shall be suitable for conductor operating temperatures from minus 20 degrees centigrade to 90 degrees centigrade.
 - f. ENT shall be UL listed.
- H. Expansion Joint, Deflection Joint and Seismic Joint Conduit Fittings
 - 1. Expansion Conduit Fitting - Fitting shall provide for a minimum of two (2) inches straight line movement between two connecting conduits in each direction (total four (4) inches conduit expansion and contraction) parallel to the respective conduit lengths. Fitting shall be watertight.
 - 2. Deflection Conduit Fitting - Fitting shall provide for a minimum of 30 degrees angular deflection movement ("Shear" deflection) between two connecting conduits, in any direction perpendicular to the length of the respective conduits. Fitting shall be watertight.
 - 3. Combination Expansion/Deflection Conduit Fitting - Fitting shall provide the combined "expansion" and "deflection" movement capacity between two connecting conduits as described for separate "expansion" and "deflection" conduit fittings. Fitting shall be approved for installation concealed in both masonry/concrete construction and exposed non-masonry/concrete construction. Fitting shall be watertight.
 - 4. Fittings shall comply with U.L.

5. Fittings as manufactured by:
 - a. Conduit expansion fittings exposed, or concealed locations as manufactured by: 1) OZ/Gedney - AX8 Series for RMC conduit. 1) OZ/Gedney - TX Series for EMT conduit. 3) Appleton - XJ8 Series for RMC conduit and EMT conduits. Provide RMC to EMT combination conduit coupling fittings for each end of the expansion fitting.
 - b. Combination expansion/deflection conduit fittings exposed, or concealed conduit locations as manufactured by: 1) OZ/Gedney - AXDX Series for RMC conduit. 2) OZ/Gedney - AXDX Series for EMT conduit. Provide RMC to EMT combination conduit coupling fittings for each end of the expansion/deflection fitting.
 - c. Conduit expansion/deflection fittings for FMC and LTFMC conduit.
 - 1) Provide a minimum of 12 inches of "slack" LTFMC in each FMC or LTFMC conduit at building and structure seismic or expansion joint conduit crossings.
 - 2) Note: Each FMC "slack" expansion/deflection location, shall be considered as not less than a 90-degree conduit bend location, for compliance with the maximum quantity of conduit bends allowed in a raceway.
6. Conduit Fitting Bonding Jumper
 - a. The grounding/bonding path of metal conduit shall be maintained by the fitting.
 - b. Provide a bonding jumper at each expansion, deflection and combination expansion deflection conduit fitting.
 - c. The jumper shall be a bare flexible copper "braid". The copper braid electrical current carrying capacity shall be equal to the metal conduit.
 - d. Provide a factory terminated ground clamp on each end of the braid with adjusting steel conduit grounding clamps and connect to each respective conduit end.
 - e. The jumper braid length shall be eight (8) inches longer than the respective conduit fitting.
 - f. Bonding jumper for FMC and EMT fittings as manufactured by: 1) OZ/Gedney - BJ Series 2) Appleton - XJB Series

I. Conduit Bodies Conduit Fitting

1. Conduit bodies shall provide conductor access with a removable conduit body cover and wiring area enclosed in metal housing. The conduit body shall facilitate pulling conductors.
2. In-line form "C" conduit bodies shall be prohibited.
3. The interior space "length" of 90 degree "elbow" conduit bodies shall not be less than 6 times the diameter size of the largest conduit connecting to the conduit body.

4. Conduit body covers shall be removable, gasketed; watertight “domed” metal covers with threaded screw attachment to the conduit body.
5. Lubricated, reusable, wire roller guards inside the conduit body shall protect wire from insulation damage during wire “pulling”.
6. Conduit body fittings shall comply with UL 514.
7. Conduit bodies as manufactured by:
 - a. For RMC Conduit OZ/Gedney - LB 6X/Mogul (90-degree elbow) Series - threaded body. Appleton - LB/Mogul (90-degree elbow) Series - threaded body.
 - b. For EMT Conduit
 - 1) Same as for RMC conduit. Provide EMT to RMC conduit combination coupling fitting for each outlet body connection.

2.2 PVC COATING

- A. PVC coatings shall be provided as described for specified metal products.
- B. PVC coating shall be factory applied, to comply with NEMA-RN1 and 5-19.
- C. The adhesion of the PVC coating to the coated metal shall exceed the strength of the coating itself, based on 0.5 inch “strip-pull” test.
- D. Uniform coating thickness shall be continuous without “breaks” or “pinholes” and shall not be less than the following:
 1. Exterior metal surfaces, 40 mil. coating thickness.
 2. Interior metal surfaces, 10 mil. PVC or urethane coating thickness (i.e. Interior of conduits, interior of conduit fittings etc.)

2.3 CONDUIT SUPPORTS

- A. General:
 1. Conduit Supports, hangers and fasteners for metal conduit shall be steel, hot dip zinc galvanized.
 2. Conduit supports, hangers and fasteners for PVC coated conduit shall be PVC coated to match the conduit PVC coating.
 3. Threaded hardware shall be continuous, free running threads.
 4. Conduit support systems, including support channels, pipe clamps, braces, anchors, hardware, fasteners, shall be sized to support the full capacity circuit conductors’ weight, plus the installed conduit weight, plus the conduit fitting weight and support hardware weight, plus a 300 percent additional weight capacity safety factor.
 5. Provide lock washer at each “bolted”/threaded connection.
 6. Conduit supports, fasteners, channels, braces, hardware, anchors, pipe clamps and hangers as manufactured by Unistrut or Kindorf.

7. Supports shall be free of "BURRS" and sharp edges.
8. Metal supports cut in the field shall be zinc galvanized after cutting to prevent rust.

B. Conduit Hangers:

1. Threaded steel hanger rods.
 - a. Hanger rods smaller than 0.375 inches in diameter shall not be used for support of individual conduits.
 - b. Hanger rods smaller than 0.5 inches in diameter shall not be used for support of multiple conduits.
2. Conduit hanger wires shall be not less than 12-gauge steel.
3. Conduit hangers shall attach to structure fasteners with steel "Clevis" or "Swing" hangers and shall provide a minimum of 45 degrees of angular movement in any direction at the point of the conduit hanger attachment to the structure fasteners.
4. Conduits individually suspended by conduit hangers shall fasten to the respective hangers with "Clevis" type pipe hangers. The pipe hangers shall be steel, adjustable to fit conduit size and shall completely enclose the conduit circumference.

C. Conduit Support Channels:

1. "C" channels shall be factory preformed with a minimum 12-gauge thickness metal. The channel shall be factory "punched" with regularly spaced slotted holes for fastener attachments along the length of the channel.
2. The "C" channel shall not deflect more than 0.1 inches between channel supports at maximum installed design load, including required safety factor.
3. Channels shall comply with ANSI-1008 (latest revision) and ASTM-A569 latest revision).
4. Channels shall provide "turned lips" at longitudinal edges to hold (lock-in) fasteners.
5. Conduit support channels suspended from conduit hangers shall attach to conduit hangers with treaded connections. Provide a minimum of two hangers (trapeze style) connected to each channel.
6. Non-suspended conduit support channels shall connect to structure fasteners with threaded connectors.

D. Fasteners:

1. Channel Fasteners
 - a. Channel fasteners shall "prelocate" and lock into the channel "turned lips" and channel "walls".
 - b. A separate metal strap shall "tie" each conduit to each channel with conduit channel fasteners.

2. Structure Fasteners
 - a. Structure fasteners for wall and floor mounted conduit attachments shall attach to existing masonry and concrete structures with structure fasteners using drilled, mechanical, expansion shield anchors.
 - b. Structure fasteners for wall and floor mounted conduit attachments shall attach to new masonry and concrete structures with structure fasteners using steel threaded inserts precast into the structures.
 - c. Structure fasteners shall attach to steel structural members with “swing-beam clamps”, with set-locking screw structure fasteners. Beam clamps shall include integral safety rod, strap or “J”-hook to secure the clamp to the beam flanges on both sides of the beam.
 - d. Structure fasteners for wall and floor mounted conduit attachments shall attach to wood structural members with flush “through-bolted” wood beam/wood framing stud structure fasteners.
 - e. Structure fasteners for wall mounted conduit attachments shall attach to steel framing studs and steel structural elements with spot welded steel structure fasteners or drilled and bolted structure fasteners.

E. Brace Connectors:

1. Provide lateral brace connectors to resist horizontal, lateral and vertical movement of suspended conduits during seismic earthquakes.
2. The braces shall connect from each conduit support, attach as close to the conduit as possible, and attach to fixed rigid, nonsuspended building “main” structural elements with fixed anchoring.
3. Brace attachment connectors and fasteners shall be rigid preformed steel channels or flexible #10-gauge steel hanger wire.
4. Connect and attach the brace connectors to fixed structural elements in the same manner as conduit support hangers. The connection of braces to structural elements shall be independent of the conduit support hanger structure fasteners.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 2. EGS/Appleton Electric.
 3. Erickson Electrical Equipment Company.
 4. Hoffman.
 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.

6. O-Z/Gedney; a unit of General Signal.
 7. RACO; a Hubbell Company.
 8. Robroy Industries, Inc.; Enclosure Division.
 9. Scott Fetzer Co.; Adalet Division.
 10. Spring City Electrical Manufacturing Company.
 11. Thomas & Betts Corporation.
 12. Walker Systems, Inc.; Wiremold Company (The).
 13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.
- C. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- D. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- E. Nonmetallic Outlet and Device Boxes: NEMA OS 2.
- F. Metal Floor Boxes: Cast or sheet metal, fully adjustable, rectangular.
- G. Nonmetallic Floor Boxes: Nonadjustable, round.
- H. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- I. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.
- J. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.
1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 2. Nonmetallic Enclosures: Plastic.
- K. Cabinets:
1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 2. Hinged door in front cover with flush latch and concealed hinge.
 3. Key latch to match panelboards.
 4. Metal barriers to separate wiring of different systems and voltage.
 5. Accessory feet where required for freestanding equipment.

2.5 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. Description: Comply with SCTE 77.

1. Color of Frame and Cover: Gray.
2. Configuration: Units shall be designed for flush burial and have open bottom, unless otherwise indicated.
3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
5. Cover Legend: Molded lettering, "ELECTRIC."
6. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
7. Handholes 12 inches wide by 24 inches and larger shall have closed bottoms, inserts for cable racks and pulling-in irons installed before concrete is poured.
8. Retain one or more of three paragraphs and associated subparagraphs below to select enclosure type(s) for areas not subject to traffic by vehicles. Coordinate selection with Part 3 "Raceway Application" Article. For enclosures with cover options, verify that selected cover is available with load rating specified in Part 3 "Raceway Application" Article, subparagraph "Application of Handholes and Boxes for Underground Wiring."
9. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel or fiberglass or a combination of the two.
10. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
11. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
12. Basis-of-Design Product: Subject to compliance with requirements, provide a comparable product by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. CDR Systems Corporation.
 - d. NewBasis.

- L. Fiberglass Handholes and Boxes with Polymer-Concrete Frame and Cover: Sheet-molded, fiberglass-reinforced, polyester-resin enclosure joined to polymer-concrete top ring or frame.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 3. Basis-of-Design Product: Subject to compliance with requirements, provide a comparable product by one of the following:

- a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. Christy Concrete Products.
 - d. Synertech Moulded Products, Inc.; a division of Oldcastle Precast.
- M. **Fiberglass Handholes and Boxes:** Molded of fiberglass-reinforced polyester resin, with covers of cast iron.
- 1. **Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
 - 3. **Basis-of-Design Product:** Subject to compliance with requirements, provide a comparable product by one of the following:
 - a. Carson Industries LLC.
 - b. Christy Concrete Products.
 - c. Nordic Fiberglass, Inc.

PART 3 - EXECUTION

3.1 TRENCHING, FOOTINGS, SLEEVES

- A. Provide trenching, concrete encasement of conduits, backfilling, and compaction for the underground electrical work, in accordance with applicable sections of this specification.
- B. Provide footings for all post and/or pole-mounted lighting fixtures: concrete shall conform to the applicable sections of this specification.
- C. **Sleeves:**
 - 1. Provide sleeves for raceways and conduit passing through the following construction elements:
 - a. Concrete and masonry foundations, floors, walls and slabs.
 - b. Lath and plaster walls and ceilings.
 - c. Building structures (i.e., foundations, walls, floors, ceilings, and roofs) with a fire rating exceeding 20 minutes.
 - 2. Sleeves shall extend 1.5 inches above floors, except under floor standing electrical equipment. Sleeves shall be flush with wall ceiling foundations and partitions exposed to public view and extend approximately 0.5-inch past penetration in fire rated construction. Sleeves shall be installed at exact penetration locations and angles to accommodate raceway and conduit routings.
 - 3. Joists, girders, beams, columns or reinforcing steel shall not be cut or weakened. Where construction necessitates the routing of conduit or raceways through structural members, framing or footings, written permission to make such installation shall first be obtained from the

- OWNER'S REPRESENTATIVE. Such permission will not be granted, however, if any other method of installation is possible.
4. The layout and design of raceways and conduits located in or routed through masonry or reinforced beams or the OWNER'S REPRESENTATIVE shall review walls before any work is performed. All sleeving shall be accomplished according to the instructions of the OWNER'S REPRESENTATIVE and shall be accepted before any concrete is poured.
 5. Sleeves, raceways and conduit shall be located to clear steel reinforcing bars in beams. Reinforcing bars in walls shall be offset to clear piping and sleeves.
 6. Provide a continuous clearance between the inside of a sleeve and exterior of conduits and raceways passing through the sleeve not less than the following:
 - a. 0.5-inch clearance except as required otherwise.
 - b. 1.0-inch clearance through outside walls below grade.
 - c. 3.0-inch clearance through seismic joints.
 7. Sleeves set in fire rated construction shall be caulked between sleeve and building structure, additionally sleeves shall be caulked between the sleeve and the conduits/raceways passing through the sleeve. The caulking shall be a fireproof sealant, equal to the fire rating being penetrated. Clearance between conduits inside of sleeve and exterior of conduit(s) passing through sleeve and between conduits inside the sleeve shall comply with fireproof sealant manufacturer's recommendations.
 8. Sleeve Material:
 - a. In floor construction: Schedule 40 black steel pipe, with upper surface to be sealed watertight.
 - b. In concrete or masonry walls roofs or ceilings: Schedule 40 black steel pipe. When installed in roofs or outside walls, seal outer surface watertight.
 - c. In fire rated construction; lath and plaster construction: 24-gauge galvanized iron or steel.
 - d. Sleeves through waterproof membranes: Cast iron or Schedule 40 steel with flashing clamp device and corrosion resistant clamping bolts. Caulk space between pipe and sleeve and surfaces between sleeve and conduits sealed watertight.

3.2 GROUNDING

- A. Grounding shall be executed in accordance with all applicable codes and regulations, both of the State of California and local authorities having jurisdiction.

- B. Where nonmetallic conduit is used in the distribution system, the CONTRACTOR shall install the proper sized copper ground wire in the conduit with the feeder for use as an equipment ground. The electrical metallic raceway system shall be grounded to this ground wire.
- C. The maximum ground/bond resistance to the grounding electrode shall not exceed 1 ohm from any location in the electrical system. The maximum ground resistance of the grounding electrode to earth shall not exceed 5 ohms.
- D. Ground/Bond Conductors:
 - 1. Provide an additional, dedicated, green insulation equipment ground/bond wire inside each conduit type as follows. The metal conduit shall not be permitted to serve (function) as the only (exclusive) electrical ground return path:
 - a. All types of nonmetallic conduit raceways including but not limited to: ENT Electrical nonmetallic tubing, RNMC - Rigid Nonmetallic Conduit.
 - b. FMC - Flexible Metal Conduit.
 - c. LTFMC - Liquid Tight Flexible Metal Conduit.
 - 2. The equipment ground/bond wire shall be continuous from the electrical circuit source point of origin to the electrical circuit end termination utilization point as follows:
 - a. Every conduit path containing any length of the above identified conduits.
 - b. Every conduit path connected to any length of the above-identified conduits.
 - 3. The equipment ground/bond wire shall be sized as follows, but in no case smaller than indicated on the drawings. Install equipment ground/bond wire in each conduit/raceway, with the respective phase conductors:
 - a. Feeder, Subfeeders & Branch Minimum Equipment Circuit Protection Ground Wire Size 15 Amp #12 20 Amp #12 30 to 60 Amp #10 70 to 100 Amp #8 101 to 200 Amp #6 201 to 400 Amp #2 401 to 600 Amp #1 801 to 1000 Amp 2/0 1001 to 1200 Amp 3/0 1201 to 1600 Amp 4/0 1601 to 2000 Amp 250 MCM 2001 to 2500 Amp 350 MCM 2501 to 4000 Amp 500 MCM
 - 4. Splices in ground/bond wires shall be permitted only at the following locations:
 - a. Ground buses with listed and approved ground lugs.
 - b. Where exothermic welded ground/bond wire splices are provided.
 - 5. Provide ground/bond wire jumpers for conduit fittings with ground lugs, expansion and deflection conduit fittings at conduit fittings connecting between metallic and non-metallic raceways and to bond metal enclosures to conduit fittings with ground lugs.

- E. Where conductors are run in parallel in multiple raceways, the grounding conductor shall be run in parallel. Each parallel equipment-grounding conductor shall be sized on the basis of the ampere rating of the overcurrent device protecting the circuit conductors in the raceway. When conductors are adjusted in size to compensate for voltage drop, grounding conductors, where required, shall be adjusted proportionately in size.
- F. Ground conductors for branch circuit wiring shall be attached at each outlet to the back of the box using drilled and tapped holes and washer head screws, 6-32 or larger.
- G. Each panelboard, switchboard, pull box or any other enclosure in which several ground wires are terminated shall be equipped with a ground bus secured to the interior of the enclosure. The bus shall have a separate lug for each ground conductor. No more than one conductor shall be installed per lug.

3.3 CONDUIT

- A. General:
 - 1. The sizes of the conduits for the various circuits shall be as indicated on the drawings, but not less than the conduit size required by code for the size and quantity of conductors to be installed in the conduit.
 - 2. Conduits shall be installed concealed from view. Install conduits concealed in walls, concealed in/below floors and concealed above ceilings, except as specifically noted otherwise.
 - 3. The following systems shall be considered as circuits 100 volts and less, all other circuits shall be considered to be over 100 volts (power circuits) unless specifically noted otherwise: Fire alarm, energy management control, telephone, public address and security.
 - 4. Conduits shall be provided complete with conduit bends, conduit fittings, outlet boxes, pull boxes, junction boxes, conduit anchors/supports, grounding/bonding for a complete and operating conductor/wire raceway system.
 - 5. Metal and nonmetal conduits shall be provided mechanically continuous between termination connection points. Metal conduit shall be provided electrically continuous between termination connection points.
 - 6. Individual conduit paths and homeruns shown on the drawings shall be maintained as separate individual conduits for each homerun and path.
 - 7. Conduits, conduit fittings and installation work occurring in classified hazardous materials locations shall comply with applicable code Class 1 Division 1 requirements, unless specifically noted otherwise.
 - 8. Transitions between conduits constructed of different materials and occurring in above grade locations shall be allowed only at outlet boxes, junction boxes, pull boxes and equipment enclosures unless specifically indicated otherwise. Provide outlet boxes and junction boxes.

9. Metal conduit terminating to nonmetal enclosures; terminating into metal enclosures with “concentric ring” knockouts; terminating into metal enclosures with knockout reducing washers, including but not limited to equipment housings, outlet boxes, junction boxes, pull boxes, cable trenches, manholes, shall be provided with a ground/bonding lug integrated with the conduit termination conductor fitting construction, by the fitting manufacturer. The lug shall provide for connection of a grounding/bonding conductor (insulated or uninsulated). The grounding lug shall be located on the fitting, inside the termination enclosure.
10. The type of conduit, type of conduit fittings, and type of conduit supports, and method of conduit installation shall be suitable for the conditions of use and conditions of location of installation based on the manufacturer’s recommendations; based on the applicable codes and based on the requirements of the contract documents.

B. RMC Installation Locations - RGS, IMC conduits and RGS, IMC fittings shall be installed in the following locations:

1. Embedded in floors, walls, ceilings, roofs, foundations, and footings constructed with concrete.
2. Embedded in walls and foundations constructed with brick and masonry.
3. Interior of buildings, within nine feet of finish floor lines for exposed conduit locations.
4. Exterior of building for exposed conduit locations.
5. Damp or wet locations exposed or concealed locations.
6. Exposed on roofs.
7. In hazardous materials areas and locations; below hazardous materials areas and locations; above hazardous materials areas and locations.
8. Exposed on utility service poles, for pole risers less than 9 feet above finish grade.
9. RMC conduit and RMC fittings may be installed in any location where EMT and FMC conduit is permitted to be installed.

C. PVC Coated RMC Installation Locations PVC coated RMC conduit and PVC coated RMC fittings shall be installed in the following locations:

1. Underground conduit locations for elbows and bends with a radius of less than 36 times the conduit diameter.
2. Underground vertical risers extending above grade.
3. Entire length of underground conduits for the following circuits:
 - a. Audio microphones
 - b. Lighting dimming controls
4. Installed in contact with earth or corrosive materials.

D. EMT Installation Locations EMT conduit and EMT fittings may be installed in the following locations, for circuit conductors operating below 600 volts to ground; locations containing only “non-hazardous materials”; only dry locations:

1. Concealed in hollow non-masonry, metal stud frame and wood stud frame walls.
 2. Concealed above ceilings.
 3. Exposed inside interior enclosed crawl spaces.
 4. Exposed interior locations placed 9 ft. or higher above finished floors.
 5. Exposed in the following dedicated function areas, interior enclosed room locations:
 - a. Indoor enclosed electrical equipment rooms and closets.
 - b. Indoor enclosed data and telecommunication terminal rooms and closets.
 - c. Indoor enclosed HVAC equipment rooms and closets.
 6. Any location where FMC is described to be installed, except as the final connection to rotating or vibrating equipment.
- E. FMC Installation Locations FMC conduit and FMC fittings may be installed in the following locations for circuit conductors operating below 600 volts to ground; locations containing only “non-hazardous materials”; only dry, interior locations:
1. Concealed in hollow non-masonry metal stud frame and wood stud frame fully enclosed walls.
 2. Concealed above fully enclosed ceiling spaces.
 3. FMC conduit shall be installed in continuous lengths between termination points. FMC shall not be “spliced” or coupled directly to FMC or any other conduit type under any circumstance.
 4. The maximum continuous length of FMC that shall be installed between termination end points is 15 feet. Circuits requiring continuous conduit lengths exceeding 15 feet between termination end points shall be installed using either RMC or EMT conduits. FMC lengths shorter than 16 inches are prohibited.
 5. The minimum size FMC conduit shall be as shown on the drawings but not be less than the following:
 - a. FMC lengths of six feet or less, minimum FMC conduit size shall be 0.50 inches.
 - b. FMC lengths exceeding six feet, minimum FMC conduit size shall be 0.75 inches.
- F. LTFMC Installation Locations LTFMC conduit and LTFMC fittings shall be installed in the following locations for circuit conductors operating below 600 volts to ground; locations containing only “non-hazardous materials”:
1. Final electrical connection to vibrating or rotating equipment; control and monitoring devices mounted on vibrating and rotating equipment including the following. Minimum conduit length shall not be less than 24 inches:
 - a. Motor, engines, boilers, solenoids, and valves.
 - b. Fixed mounted “shop” (manufacturing) production equipment.

- c. Fixed mounted food preparation equipment and “kitchen” equipment.
 - 2. All locations where exposed flexible conduit connections are required, both indoor and outdoor.
 - 3. Final connection to indoors electrical transformers. Minimum conduit length shall not be less than 24 inches, maximum conduit length shall not exceed 72 inches.
 - 4. Do not install LTFMC located in environmental air plenums.
- G. RNMC Installation Locations RNMC conduit and RNMC fittings shall be installed in the following locations containing only “non-hazardous material”:
 - 1. Underground concealed below earth grade, unless specifically noted or specified otherwise.
 - 2. Exposed on utility service poles, for pole risers at 9 feet or higher above finish grade, schedule 80 PVC only.
 - 3. RNMC type “EB” conduit(s) shall be concrete encased along the entire length of the conduits for all installation locations.
- H. ENT Installation Locations ENT shall be installed only in poured in place concrete construction.
- I. Conduit Installation:
 - 1. Conduit Supports:
 - a. Securely and rigidly support all raceways/conduits from the building structure. Raceways/Conduits shall be supported independent of all piping, air ducts, equipment ceiling hanger wires, and suspended ceiling grid systems. Secure conduit to structural element by means of U.L. listed and approved hangers, fasteners, “C” channels and pipe clamps.
 - b. Provide conduit supports spaced along the length of the conduit as follows:
 - 1) RMC and EMT conduit, maximum not to exceed 96 inches on center; within 24 inches of each conduit bend and conduit termination location.
 - 2) FMC and LTFMC conduit, maximum not to exceed 24 inches on center; within 6 inches of each conduit bend and conduit termination location.
 - c. Suspended Conduit Methods
 - 1) Individual, suspended raceways/conduits separated by more than 12 inches from any other conduit and suspended from ceilings and roofs shall be supported as follows: a) Conduits smaller than 1.5 inches by means of hanger rods or hanger wires. b) Conduits 1.5 inches and larger by means of hanger rods. c) The conduit shall attach to the hangers with pipe clamps.

- 2) Suspended raceways/conduits positioned within 24 inches of any other conduit shall be grouped and supported by hanger rods using trapeze type conduit support channels ("C" channels). Conduits shall individually attach to common channels side-by-side, with pipe clamps.
 - d. Non-Suspended Conduit Methods
 - 1) Individual raceway/conduits placed against wall/ceiling/floors, placed inside hollow wall/ceiling construction or structure framing (i.e., "drywall" or plaster hollow wall construction), shall be secured by means of individual pipe clamps and fasteners attached to the framing studs or other structural members and the conduit/raceway.
 - 2) Provide common "C" channel supports for all multiple raceway/conduits placed against vertical or horizontal surfaces and positioned within 24 inches of other raceways/conduits. Attach channels to the framing studs or other structural members. Attach the conduits/raceway individually to common channels, side-by-side, with pipe clamps.
 - 3) The use of toggle bolts is prohibited.
 - e. Conduit rising from floor for motor connection shall be independently supported if extending over 18" above floor. Support shall not be to a motor or ductwork, which may transmit vibrations.
 - f. Provide conduit anchoring, conduit support and conduit bracing systems conforming to Earthquake Seismic Zone 4 requirements. The conduit support/anchoring system capacity shall include the weight of the conduits, conduit fittings, conduit supports, and conductors/wires/cables installed in the conduits plus a 300 percent safety factor. Submit shop-drawing details showing each typical conduit anchor, conduit support and conduit brace location. Submit structural calculations performed by and signed by a Professional Structural Engineer (P.E.) with a P.E. license, registered in the state of California, U.S.A.
2. Conduit Separation
- a. Conduit installed underground or below building slab without full concrete encasement: Shall be separated from adjacent conduits of identical systems (i.e. signal to signal, data to data, power to power, control to control etc.) by a minimum of 3 inches. Conduits of non-identical systems (i.e. signal to power; data to power; power to control; signal to control, etc.) shall be separated by a minimum of 12 inches.

- b. Conduit installed underground with full concrete encasement; shall be separated from adjacent conduits of similar systems (100 volt and less) by a minimum of 2 inches; conduits for non-power systems (100 volts and less to ground) shall be separated by a minimum of 6 inches from power circuits (over 100 volts to ground); conduits for power circuits shall be separated from adjacent conduits of similar power systems (over 100 volts to ground) by a minimum of 2 inches.
 - c. Separation of conduits entering termination points or crossing other conduits may be reduced as required within 60 inches of the termination or crossing points.
 - d. Conduits shall be separated from hot water piping, exhaust flues/chimneys, steam piping, boilers, furnaces, ovens by a minimum of 12 inches.
3. Conduit stubs
- a. Conduits stubbed underground outside of building line for future use shall be terminated a minimum of five feet clear (whichever distance is greater) of building or adjacent concrete walks and A.C. paving. The stub out conduit shall be capped. Provide concrete monuments, 6" x 6" x 15" deep, buried flush with grade over the capped ends. The face of monument shall be furnished with 3" square brass plates securely mounted and engraved with the number and size of conduits and type of service (i.e., "POWER", "TEL.", etc.).
4. Conduit Concrete Encasement
- a. Conduits which are run underground exterior to building slab shall be continuously concrete encased except, 15 and 20 ampere power branch circuit conduits underground do not require concrete encasement.
 - b. PVC rigid-non-metallic-type EB conduit, of any size and any location shall be continuously concrete encased the full length of the conduit installation, including under building slab.
 - c. Concrete for encasement of underground conduits shall be 2000 PSI 28 days cure strength with a maximum of 3/4" gravel. Concrete encasement of conduits shall be continuous without voids. The encasement shall extend 3 inches past the edges of all conduits on all sides of the circuit. Provide ten pounds of red oxide cement coloring uniformly mixed with each cubic yard of concrete for conduit encasement.
 - d. Conduits located below or adjacent to structural foundations shall be separated from the foundation by a minimum of 12 inches. Conduits located below structural foundations shall be fully and continuously concrete backfilled and encased between the bottom of the foundation to the bottom of the conduits. The concrete shall be 4000 PSI 28-day cure strength instead of 2000-PSI concrete.

- e. Conduits of any size and type (including 15 ampere and 20 ampere power branch circuits) located under roads, paved areas and "transit-system" right of way shall be concrete encased.
5. Underground Conduits
- a. Three or more underground conduits larger than 1" in size and occupying the same trench shall be separated and supported on factory fabricated, nonmetallic, duct/conduit support spacers. The spacers shall be modular, keyed interlocking type, "built-up" to accommodate quantity, size orientation and spacing of installed conduits. The spacers shall maintain a constant distance between adjacent conduit supports and hold conduits in place during trench backfill operations. Minimum support spacer installation interval along with length of the conduits shall be as follows: 1) Concrete encased conduits, not less than 8 ft. on center. 2) Non-concrete encased conduits, not less than 5 ft. on center.
 - b. Provide trenching, excavation, shoring and Backfilling required for the proper installation of underground conduits. Tops of backfill shall match finish grade.
 - c. Bottoms of trenches shall be cut parallel to "finish grade" elevation. Make trenches 12 inches wider than the greatest diameter of the conduit.
 - d. Backfilling Trenches for Conduits without Concrete Encasement Requirements
 - 1) Conduits which are not required by the Contract Documents to be concrete encased and are located exterior to building slab, shall be set on a 3-inch bed of damp clean sand. Conduit trenches shall be backfilled to within 12 inches of finished grade with damp sand after installation of conduit and concrete is completed. Remainder of backfill shall be native soil.
 - 2) Conduits located under a building which are not required by the Contract Documents to be concrete encased, shall be completely backfilled and compacted with clean damp sand to the same level as the building foundation pad.
 - 3) Provide a continuous yellow 12-inch-wide flat plastic tracer tape, located 12 inches above the conduits in the trench. The tracer tape shall be imprinted with "Warning-Electric Backfilling Trenches for Conduits with Concrete Encasement Requirements by the Contract Documents. Circuits" a minimum of 24 inches on center.
 - 4) Trenches with all conduits concrete encased, shall be backfilled with clean damp sand when located under building pads.
 - 5) Trenches with all conduits concrete encased and not located under a building pad and not located under paved areas, shall be backfilled with clean damp sand or native soil.

- e. Backfill Material
 - 1) Sand and native soil backfill of trenches shall be machine vibrated in 6inch lifts to provide not less than 90 percent compaction of backfill.
 - 2) Concrete and slurry mix shall be machine vibrated during installation to remove "air-voids".
 - 3) Soil shall have no stones, organic matter of aggregate greater than 3 inches.
 - 4) The slurry mix shall consist of concrete, clean sand and clean water mixture. Maximum shrinking of slurry mix shall not exceed 5 percent wet to dry.
- f. Do not backfill until OWNER'S Representative has approved installation and as-built drawings are up to date. Promptly install conduits after excavation has been done, so as to keep the excavations open as short a time as possible. Excess soil from trenching shall be removed from the site.
- g. Install underground conduit, except under buildings, not less than 24" below finished grade in non-traffic areas and 30" below finished grade in traffic areas, including roads and parking areas. Not less than 48" below finished grade under public/private transit system right of way and railroad right of way. Dimensions shall be measured to the top of the conduit.
- h. Conduit crossing existing underground utilities shall cross below the bottom depth of the existing utilities. If the top portion of the existing utility depth below finish grade exceeds 72 inches and the specified separation and depths are maintained when crossing over the top of the existing underground utility, the conduit may cross above the existing underground utility.
- i. Provide long radius horizontal bends (minimum radius of 36 times the conduit diameter) in underground conduits where the conduit is in excess of 100 feet long.
- j. Conduits installed below grade and on grade below buildings, shall not be smaller than 0.75 inches. Conduits for circuits exceeding 600 volts shall not be smaller than 5.0 inches.
- k. Underground conduits entering a building shall be sloped. The conduit direction of slope shall be away from the building and shall prevent water in the conduit from "gravity draining" towards the building. The conduit slope "high point" shall originate from the building, out to the first exterior pull box, manhole etc. exterior conduit termination "low point". The minimum slope angle shall be a constant 8 inches (or greater) of fall for each 100 feet of conduit length.

1. Dewatering:
 - 1) Provide pumping to remove, maintain and dispose of all water entering the excavation during the time the excavation is being prepared, for the conduit laying, during the laying of the conduit, and until the backfill at the conduit zone has been completed. These provisions shall apply on a continuous basis. Water shall be disposed of in a manner to prevent damage to adjacent property. Trench water shall not be drained through the construction. Groundwater shall not be allowed to rise around the pipe until joining compound has firmly set.
 - 2) The OWNER'S Representative shall be notified 48 hours prior to commencement of dewatering.
6. Raceway/Conduits, which are installed at this time and left empty for future use, shall have 0.25-inch diameter polyvinyl rope left in place for future use. The pull rope shall be 500-pound minimum tensile strength. Provide a minimum of 5 feet of slack at each end of pull ropes.
7. Unless otherwise restricted by structural drawings and specifications, the maximum size conduit permitted in slabs, wall ceilings and roofs constructed of masonry or concrete shall not be greater than 25 percent of the concrete/masonry thickness. Conduits installed in these locations shall not cross.
8. Provide openings in building structures for conduit penetrations:
 - a. New construction shall be provided with conduit sleeves, to provide conduit penetrations.
 - b. Existing construction shall be drilled (core drill masonry and concrete) and provide conduit sleeves installed after drilling, to provide conduit penetrations.
 - c. Where the structure penetrations for underground conduits penetrating through foundations will not comply with the (restriction/penetration) shown in the Contract Documents, install the conduits below and clear of the foundation lowest point.
9. Conduit Bends Risers and Offsets
 - a. The minimum bend radius of "factory or field" fabricated conduit bends shall not be less than the following. The bend radius shall be measured at the surface, inside radius of the conduit wall. 1) FMC and LTFMC conduit - conduit minimum bend radius 12 times the conduit diameter.
 - 1) RMC and EMT conduit minimum bend radius - conduit for power circuits over 100 volts and less than 600 volts, 8 times conduit diameter. Conduit for power circuits over 600-volt, 12 times conduit diameter. Conduit for signal and fiber optic circuits, 10 times conduit diameter.

- 2) ENT, RNMC conduit - conduit minimum bend radius 36 times the conduit diameter. Under building reduce minimum bend radius to 10 times the conduit diameter. Conduit bends and offsets in RNMC with less than 36 times conduit diameter bend/offset radius, shall be RNMC PVC schedule 80 or PVC coated RGS.
- b. Bends and offsets in conduits shall be kept to an absolute minimum. The total summation of all bends and offsets permitted in a conduit segment, occurring between two conduit termination/connection end points, shall not exceed the following, including conduit fittings: 1) RMC and EMT conduit - 360 angular degrees 2) FMC and LTFMC conduit - 180 angular degrees 3) ENT, RNMC conduit - 270 angular degrees
- c. Each field fabricated conduit offset, bend and elbow which the standard product of the raceway/conduit manufacturer are not shall be mandrel tested. The test shall be conducted after the conduit installation is complete and prior to pulling-in any wire, in the same manner as for underground conduits.
- d. Factory manufactured angle connector conduit fittings shall be installed in exposed conduit locations only. Installation in locations normally concealed from view shall not be permitted. Not more than one (1) factory manufactured angle connector shall be permitted in any length of conduit between conduit termination end points.
- e. RNMC conduit risers from below grade shall be PVC coated RGS. Conduit risers, bends or offsets entering into a building shall be PVC coated RGS.
- f. If (3) three or more conduit-bends of the same conduit size and same conduit material type, installed, as part of the contract work, fail to comply with the required minimum conduit bend radius or conduit angular degree limits. The following corrective actions shall occur: 1) The CONTRACTOR shall remove all the non-complying conduit bends and the respective wire in the conduit from the project site. Provide new conduit and wire, complying with the contract documents.
 - 1) Where the conduit bends similar to the non-complying conduit bends are installed concealed in walls, floors, above ceilings or below grade, the Contractor shall expose the conduit bends to allow visual observation.
 - 2) The CONTRACTOR shall remove the non-complying conduit bends and dispose of the replaced parts of the project site. The CONTRACTOR shall provide new conduit bends and conductors complying with the contract documents.

- 3) All the costs to correct the deficient material and work along with costs to repair the direct, indirect, incidental damages and contract delays shall be the sole responsibility of the CONTRACTOR and shall be included in the bid price.
10. Expansion joint, deflection joint and seismic joint fittings.
 - a. Provide a conduit expansion fitting for each conduit length and conduit type as follows (Note - The installation of specified combination expansion/deflection fittings at seismic joints shall satisfy this spacing requirement also):
Fitting Length Conduit Type Conduit Spacing
 - 1) RMC and EMT Exposed exterior 200 ft locations
 - 2) RMC and EMT Interior weather 400 ft protected locations
 - b. Provide a conduit combination expansion/deflection fitting for each conduit, crossing the following elements: 1) At each building or non-building structure seismic joint. 2) At each building on non-building structure expansion joint. 3) At each conduit penetration of a "sound-rated" wall, floor or ceiling.
 11. Provide two locknuts and an insulated throat bushing at each metal conduit terminating at enclosures, including but not limited to outlet boxes, junction boxes, terminal cabinets, switchgear, transformers, switchboards, distribution panels and panelboards.
 12. Provide metallic or plastic closure caps on all conduit ends during construction, until installation of conductors in the respective conduit.
 13. Conduit run exposed, shall be run at right angles or parallel to the walls or structures. All changes in directions, either horizontally or vertically, shall be made with conduit outlet bodies as manufactured by Crouse Hinds, OZ or equal. Conduits run on exposed beams or trelliswork shall be painted to match surrounding surfaces.
 14. Rigid steel conduit or electrical metallic tubing shall not be strapped or fastened to equipment subject to vibration or mounted on shock absorbing bases.
 15. RMC Conduit Threads:
 - a. Machine cut threads on RMC conduit required for field fabrication shall comply with NPS and ANSI-B1.20.1.
 - b. The length of bare metal exposed during thread fabrication shall be completely covered by conduit couplings and fittings. Additionally, the thread length shall insure that conduit joints will reach "torque" tightness and become secure before conduit ends "butt" together and before conduit ends "butt" into the "shoulders" of other conduit fittings.
 - c. Running threads or right/left handed threads shall not be used to connect RMC.

16. ENT, RNMC Conduit:
 - a. Joints and fittings shall be solvent welded to RNMC conduit.
Joints and fittings shall be watertight and airtight after fabrication.
17. Tighten each conduit fittings and fitting appurtenance, to the "torque" (allowable tolerance ± 5 percent) value recommended by the fitting manufacturer and applicable code. If three (3) or more conduit fittings are found to not be in compliance with the manufacturer's "torque" (tightness) recommendations, the following corrective actions shall occur:
 - a. The CONTRACTOR shall tighten "re-torque" the defective fittings and all similar conduit fittings installed as part of the contract documents in the presence of the OWNER's REPRESENTATIVE.
 - b. If the respective conduit fittings similar to the deficient "torque tightness" fittings are installed concealed in walls, floors, above ceilings or below grade, the CONTRACTOR shall expose the fitting, to allow retightening each similar conduit fitting to the manufacturers recommended "torque" values.
 - c. All the cost to repair the direct, indirect, incidental damages and contract delays resulting from complying with these requirements shall be the sole responsibility of the CONTRACTOR and shall be included in the bid price.

J. Conduit Bodies:

1. Conduit bodies shall be installed in exposed conduit locations only or above accessible ceilings.
2. Conduit bodies shall be accessible for removing body cover and pulling wire through the conduit body.
3. Conduit bodies shall not be installed inside enclosed walls.

END OF SECTION 26 05 33

SECTION 26 05 43

UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings, Special and General Provisions of the Contract apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Conduit, ducts, and duct accessories for concrete-encased duct banks, and in single duct runs.
2. Handholes and boxes.
3. Manholes.

1.3 DEFINITION

RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Duct-bank materials, including separators and miscellaneous components.
2. Ducts and conduits and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
3. Accessories for manholes, handholes, boxes
4. Warning tape.
5. Warning planks.

B. Shop Drawings for Precast or Factory-Fabricated Underground Utility Structures: Include plans, elevations, sections, details, attachments to other work, and accessories, including the following:

1. Duct entry provisions, including locations and duct sizes.
2. Reinforcement details.
3. Frame and cover design and manhole frame support rings.
4. Grounding details.

5. Dimensioned locations of cable rack inserts, pulling-in and lifting irons, and sumps.
 6. Joint details.
- C. Shop Drawings for Factory-Fabricated Handholes and Boxes Other Than Precast Concrete: Include dimensioned plans, sections, and elevations, and fabrication and installation details, including the following:
1. Duct entry provisions, including locations and duct sizes.
 2. Cover design.
 3. Grounding details.
 4. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
- D. Duct-Bank Coordination Drawings: Show duct profiles and coordination with other utilities and underground structures.
1. Include plans and sections, drawn to scale, and show bends and locations of expansion fittings.
 2. Drawings shall be signed and sealed by a qualified professional engineer.
- E. Product Certificates: For concrete and steel used in precast concrete manholes and handholes], as required by ASTM C 858.
- F. Qualification Data: For professional engineer and testing agency.
- G. Source quality-control test reports.
- H. Field quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.
- B. Comply with ANSI C2.
- C. Comply with NFPA 70.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver ducts to Project site with ends capped. Store nonmetallic ducts with supports to prevent bending, warping, and deforming.

- B. Store precast concrete] underground utility structures at Project site as recommended by manufacturer to prevent physical damage. Arrange so identification markings are visible.
- C. Lift and support precast concrete units only at designated lifting or supporting points.

1.7 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
 - 1. Notify Owner no fewer than [two] days in advance of proposed interruption of electrical service.
 - 2. Do not proceed with interruption of electrical service without Owner's written permission.

1.8 COORDINATION

- A. Coordinate layout and installation of ducts, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field.
- B. Coordinate elevations of ducts and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of ducts and duct banks as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations from those indicated as required to suit field conditions and to ensure that duct runs drain to manholes and handholes, and as approved by Architect.

PART 2 - PRODUCTS

2.1 CONDUIT

- A. Rigid Steel Conduit: Galvanized. Comply with ANSI C80.1.
- B. RNC: NEMA TC 2, Type EPC-40-PVC UL 651, with matching fittings by same manufacturer as the conduit, complying with NEMA TC 3 and UL 514B.

2.2 NONMETALLIC DUCTS AND DUCT ACCESSORIES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, or a comparable product by one of the following:
 - 1. ARNCO Corp.
 - 2. Beck Manufacturing.
 - 3. Cantex, Inc.
 - 4. CertainTeed Corp.; Pipe & Plastics Group.
 - 5. Condux International, Inc.
 - 6. ElecSys, Inc.
 - 7. Electri-Flex Company.
 - 8. IPEX Inc.
 - 9. Lamson & Sessions; Carlon Electrical Products.
 - 10. Manhattan/CDT; a division of Cable Design Technologies.
 - 11. Spiraduct/AFC Cable Systems, Inc.
- D. Underground Plastic Utilities Duct: NEMA TC 6 & 8, Type EB-20-PVC, ASTM F 512, UL 651A, with matching fittings by the same manufacturer as the duct, complying with NEMA TC 9.
- E. Duct Accessories:
 - 1. Duct Separators: Factory-fabricated rigid PVC interlocking spacers, sized for type and sizes of ducts with which used, and selected to provide minimum duct spacings indicated while supporting ducts during concreting or backfilling.
 - 2. Warning Tape: Underground-line warning tape specified in Division 26 Section "Identification for Electrical Systems."
 - 3. Concrete Warning Planks: Nominal 12 by 24 by 3 inches in size, manufactured from 6000-psi concrete.
 - a. Color: Red dye added to concrete during batching.
 - b. Mark each plank with "ELECTRIC" in 2-inch high, 3/8-inch- deep letters.

2.3 PRECAST CONCRETE HANDHOLES AND BOXES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Carder Concrete Products.
 - 2. Christy Concrete Products.
 - 3. Elmhurst-Chicago Stone Co.
 - 4. Oldcastle Precast Group.
 - 5. Riverton Concrete Products; a division of Cretex Companies, Inc.
 - 6. Utility Concrete Products, LLC.
 - 7. Utility Vault Co.
 - 8. Wausau Tile, Inc.
- C. Comply with ASTM C 858 for design and manufacturing processes.
- D. Description: Factory-fabricated, reinforced-concrete, monolithically poured walls and bottom unless open-bottom enclosures are indicated. Frame and cover shall form top of enclosure and shall have load rating consistent with that of handhole or box.
 - 1. Frame and Cover: Weatherproof cast-iron frame, with cast-iron cover with recessed cover hook eyes and tamper-resistant, captive, cover-securing bolts.
 - 2. Frame and Cover: Weatherproof steel frame, with steel cover with recessed cover hook eyes and tamper-resistant, captive, cover-securing bolts.
 - 3. Frame and Cover: Weatherproof steel frame, with hinged steel access door assembly with tamper-resistant, captive, cover-securing bolts.
 - a. Cover Hinges: Concealed, with hold-open ratchet assembly.
 - b. Cover Handle: Recessed.
 - 4. Frame and Cover: Weatherproof aluminum frame with hinged aluminum access door assembly with tamper-resistant, captive, cover-securing bolts.
 - a. Cover Hinges: Concealed, with hold-open ratchet assembly.
 - b. Cover Handle: Recessed.
 - 5. Duct Entrances in Handhole Walls: Cast end-bell or duct-terminating fitting in wall for each entering duct.

- a. Type and size shall match fittings to duct or conduit to be terminated.
 - b. Fittings shall align with elevations of approaching ducts and be located near interior corners of handholes to facilitate racking of cable.
6. Handholes 12 inches wide by 24 inches long and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.

2.4 HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE

A. Description: Comply with SCTE 77.

1. Color Green.
2. Configuration: Units shall be designed for flush burial and have closed bottom, unless otherwise indicated.
3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
5. Cover Legend: Molded lettering, "ELECTRIC."
6. Consider retaining subparagraph below if wires or cables are direct buried and will enter enclosure through the side. Otherwise, entry will be made through an open bottom or through side openings cut in the field as specified in Part 3. Coordinate with Drawings.
7. Direct-Buried Wiring Entrance Provisions: Knockouts equipped with insulated bushings or end-bell fittings, selected to suit box material, sized for wiring indicated, and arranged for secure, fixed installation in enclosure wall.
8. Duct Entrance Provisions: Duct-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
9. Handholes 12 inches wide by 24 inches long and larger shall have factory-installed inserts for cable racks and pulling-in irons.

B. Polymer Concrete Handholes and Boxes with Polymer Concrete Cover: Molded of sand and aggregate, bound together with a polymer resin, and reinforced with steel or fiberglass or a combination of the two.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

3. Basis-of-Design Product: Subject to compliance with requirements, provide a comparable product by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. CDR Systems Corporation.
 - d. NewBasis.

- C. Fiberglass Handholes and Boxes with Polymer Concrete Frame and Cover: Sheet-molded, fiberglass-reinforced, polyester resin enclosure joined to polymer concrete top ring or frame.
 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 3. Basis-of-Design Product: Subject to compliance with requirements, provide a comparable product by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. Christy Concrete Products.
 - d. Synertech Moulded Products, Inc.; a division of Oldcastle Precast.

- D. Fiberglass Handholes and Boxes: Molded of fiberglass-reinforced polyester resin, with covers of polymer concrete
 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 3. Basis-of-Design Product: Subject to compliance with requirements, a comparable product by one of the following:
 - a. Jensen Industries LLC.
 - b. Christy Concrete Products.
 - c. Nordic Fiberglass, Inc.

2.5 PRECAST MANHOLES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Carder Concrete Products.
 2. Christy Concrete Products.
 3. Elmhurst-Chicago Stone Co.
 4. Oldcastle Precast Group.
 5. Riverton Concrete Products; a division of Cretex Companies, Inc.
 6. Utility Concrete Products, LLC.
 7. Utility Vault Co.
 8. Wausau Tile, Inc.
- C. Comply with ASTM C 858] and with interlocking mating sections, complete with accessories, hardware, and features.
1. Windows: Precast openings in walls, arranged to match dimensions and elevations of approaching ducts and duct banks plus an additional 12 inches vertically and horizontally to accommodate alignment variations.
 - a. Windows shall be located no less than 6 inches from interior surfaces of walls, floors, or roofs of manholes, but close enough to corners to facilitate racking of cables on walls.
 - b. Window opening shall have cast-in-place, welded wire fabric reinforcement for field cutting and bending to tie in to concrete envelopes of duct banks.
 - c. Window openings shall be framed with at least two additional No. 4 steel reinforcing bars in concrete around each opening.
 2. Duct Entrances in Manhole Walls: Cast end-bell or duct-terminating fitting in wall for each entering duct.
 - a. Type and size shall match fittings to duct or conduit to be terminated.
 - b. Fittings shall align with elevations of approaching ducts and be located near interior corners of manholes to facilitate racking of cable.
- D. Concrete Knockout Panels: 1-1/2 to 2 inches thick, for future conduit entrance and sleeve for ground rod.
- E. Joint Sealant: Asphaltic-butyl material with adhesion, cohesion, flexibility, and durability properties necessary to withstand maximum hydrostatic pressures at the installation location with the ground-water level at grade.

2.6 CAST-IN-PLACE MANHOLES

- A. Description: Underground utility structures, constructed in place, complete with accessories, hardware, and features. Include concrete knockout panels for conduit entrance and sleeve for ground rod.
- B. Materials: Comply with ASTM C 858 and with Division 03 Section "Cast-in- Place Concrete."
- C. Structural Design Loading: As specified in Part 3 "Underground Enclosure Application" Article.

2.7 UTILITY STRUCTURE ACCESSORIES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Bilco Company (The).
 - 2. Campbell Foundry Company.
 - 3. Carder Concrete Products.
 - 4. Christy Concrete Products.
 - 5. East Jordan Iron Works, Inc.
 - 6. Elmhurst-Chicago Stone Co.
 - 7. McKinley Iron Works, Inc.
 - 8. Neenah Foundry Company.
 - 9. NewBasis.
 - 10. Oldcastle Precast Group.
 - 11. Osburn Associates, Inc.
 - 12. Pennsylvania Insert Corporation.
 - 13. Riverton Concrete Products; a division of Cretex Companies, Inc..
 - 14. Strongwell Corporation; Lenoir City Division.
 - 15. Underground Devices, Inc.
 - 16. Utility Concrete Products, LLC.
 - 17. Utility Vault Co.
- C. Cable Rack Assembly: Steel, hot-dip galvanized, except insulators.
 - 1. Stanchions: T-section or channel; 2-1/4-inch nominal size; punched with 14 holes on 1-1/2-inch centers for cable-arm attachment.

2. Arms: 1-1/2 inches wide, lengths ranging from 3 inches with 450-lb minimum capacity to 18 inches with 250-lb) minimum capacity. Arms shall have slots along full length for cable ties and be arranged for secure mounting in horizontal position at any vertical location on stanchions.
 3. Insulators: High-glaze, wet-process porcelain arranged for mounting on cable arms.
- D. Cable Rack Assembly: Nonmetallic. Components fabricated from nonconductive, fiberglass-reinforced polymer.
1. Stanchions: Nominal 36 inches high by 4 inches wide, with minimum of 9 holes for arm attachment.
 2. Arms: Arranged for secure, drop-in attachment in horizontal position at any location on cable stanchions, and capable of being locked in position. Arms shall be available in lengths ranging from 3 inches with 450-lb minimum capacity to 20 inches with 250-lb minimum capacity. Top of arm shall be nominally 4 inches wide, and arm shall have slots along full length for cable ties.
- E. Duct-Sealing Compound: Nonhardening, safe for contact with human skin, not deleterious to cable insulation, and workable at temperatures as low as 35 deg F Capable of withstanding temperature of 300 deg F without slump and adhering to clean surfaces of plastic ducts, metallic conduits, conduit coatings, concrete, masonry, lead, cable sheaths, cable jackets, insulation materials, and common metals.

2.8 SOURCE QUALITY CONTROL

- A. Test and inspect precast concrete utility structures according to ASTM C 1037.
- B. Nonconcrete Handhole and Pull-Box Prototype Test: Test prototypes of manholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
1. Tests of materials shall be performed by an independent testing agency.
 2. Strength tests of complete boxes and covers shall be by either an independent testing agency or the manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
 3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012, and traceable to NIST standards.

PART 3 - EXECUTION

3.1 UNDERGROUND DUCT APPLICATION

- A. Ducts for Electrical Cables Over 600 V: RNC, NEMA Type [EPC-80] [EPC-40] [EB-20]-PVC, in concrete-encased duct bank, unless otherwise indicated.
- B. Ducts for Electrical Feeders 600 V and Less: RNC, NEMA Type [EPC-80] [EPC-40] [EB-20]-PVC, in concrete-encased duct bank, unless otherwise indicated.
- C. Ducts for Electrical Feeders 600 V and Less: RNC, NEMA Type [EPC-80] [EPC-40]-PVC, in direct-buried duct bank, unless otherwise indicated.
- D. Ducts for Electrical Branch Circuits: RNC, NEMA Type [EPC-80] [EPC-40]-PVC, in direct-buried duct bank, unless otherwise indicated.
- E. Underground Ducts for Telephone, Communications, or Data Utility Service Cables: RNC, NEMA Type [EPC-40] [EB-20]-PVC, in concrete-encased duct bank, unless otherwise indicated.
- F. Underground Ducts for Telephone, Communications, or Data Utility Service Cables: [RNC, NEMA Type EPC-40-PVC,] [Underground plastic utilities duct, NEMA Type DB-60-PVC,] [Underground plastic utilities duct, NEMA Type DB-120-PVC,] installed in [direct-buried] [concrete-encased] duct bank, unless otherwise indicated.
- G. Underground Ducts for Telephone, Communications, or Data Circuits: RNC, NEMA Type [EPC-40] [DB-60] [DB-120]-PVC, in direct-buried duct bank, unless otherwise indicated.
- H. Underground Ducts for Telephone, Communications, or Data Circuits: RNC, NEMA Type EB-20-PVC, in concrete-encased duct bank, unless otherwise indicated.
- I. Underground Ducts Crossing [Paved Paths] [Walks] [and] [Driveways] [Roadways] [and Railroads]: RNC, NEMA Type EPC-40-PVC, encased in reinforced concrete.

3.2 UNDERGROUND ENCLOSURE APPLICATION

- A. Handholes and Boxes for 600 V and Less, Including Telephone, Communications, and Data Wiring:
 - 1. Units in Roadways and Other Deliberate Traffic Paths: Precast concrete. AASHTO HB 17, H-10 structural load rating.

2. Units in Driveway, Parking Lot, and Off-Roadway Locations, Subject to Occasional, Nondeliberate Loading by Heavy Vehicles: Precast concrete H-20] structural load rating.
 3. Units in Sidewalk and Similar Applications with a Safety Factor for Nondeliberate Loading by Vehicles: Precast concrete structural load rating.
 4. Units Subject to Light-Duty Pedestrian Traffic Only resin] [High-density plastic], structurally tested according to SCTE 77 with 3000-lbf vertical loading.
- B. Manholes: Precast concrete.
1. Units Located in Roadways and Other Deliberate Traffic Paths by Heavy or Medium Vehicles: H-20 structural load rating according to AASHTO HB 17.
 2. Units Not Located in Deliberate Traffic Paths by Heavy or Medium Vehicles: H-10 load rating according to AASHTO HB 17.

3.3 EARTHWORK

- A. Excavation and Backfill: Comply with Division 22 Section "Earth Moving," but do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restore surface features at areas disturbed by excavation and reestablish original grades, unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- C. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary top soiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Division 32 Sections "Turfs and Grasses" and "Plants."
- D. Cut and patch existing pavement in the path of underground ducts and utility structures according to Division 01 Section "Cutting and Patching."

3.4 DUCT INSTALLATION

- A. Slope: Pitch ducts a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between two manholes to drain in both directions.
- B. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of 48 inches 12.5 feet 25 feet both horizontally and vertically, at other locations, unless otherwise indicated.

- C. Joints: Use solvent-cemented joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.
- D. Duct Entrances to Manholes and Concrete and Polymer Concrete Handholes: Use end bells, spaced approximately 10 inches) o.c. for 5-inch ducts, and vary proportionately for other duct sizes.
 - 1. Begin change from regular spacing to end-bell spacing 10 feet from the end bell without reducing duct line slope and without forming a trap in the line.
 - 2. Direct-Buried Duct Banks: Install an expansion and deflection fitting in each conduit in the area of disturbed earth adjacent to manhole or handhole.
 - 3. Grout end bells into structure walls from both sides to provide watertight entrances.
- E. Building Wall Penetrations: Make a transition from underground duct to rigid steel conduit at least 10 feet outside the building wall without reducing duct line slope away from the building, and without forming a trap in the line. Use fittings manufactured for duct-to-conduit transition. Install conduit penetrations of building walls as specified in Division 26 Section "Common Work Results for Electrical/Common Work Results for Communications/Common Work Results for Electronic Safety and Security."
- F. Sealing: Provide temporary closure at terminations of ducts that have cables pulled. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15-psig hydrostatic pressure.
- G. Pulling Cord: Install 100-lbf-test nylon cord in ducts, including spares.
- H. Concrete-Encased Ducts: Support ducts on duct separators.
 - 1. Separator Installation: Space separators close enough to prevent sagging and deforming of ducts, with not less than [4] [5] spacers per 20 feet of duct. Secure separators to earth and to ducts to prevent floating during concreting. Stagger separators approximately 6 inches between tiers. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
 - 2. Concreting Sequence: Pour each run of envelope between manholes or other terminations in one continuous operation.
 - a. Start at one end and finish at the other, allowing for expansion and contraction of ducts as their temperature changes during and after the pour. Use expansion fittings installed according to

- manufacturer's written recommendations or use other specific measures to prevent expansion-contraction damage.
- b. If more than one pour is necessary, terminate each pour in a vertical plane and install 3/4-inch reinforcing rod dowels extending 18 inches into concrete on both sides of joint near corners of envelope.
3. **Pouring Concrete:** Spade concrete carefully during pours to prevent voids under and between conduits and at exterior surface of envelope. Do not allow a heavy mass of concrete to fall directly onto ducts. Use a plank to direct concrete down sides of bank assembly to trench bottom. Allow concrete to flow to center of bank and rise up in middle, uniformly filling all open spaces. Do not use power-driven agitating equipment unless specifically designed for duct-bank application.
 4. **Reinforcement:** Reinforce concrete-encased duct banks where they cross disturbed earth and where indicated. Arrange reinforcing rods and ties without forming conductive or magnetic loops around ducts or duct groups.
 5. **Forms:** Use walls of trench to form side walls of duct bank where soil is self-supporting and concrete envelope can be poured without soil inclusions; otherwise, use forms.
 6. **Minimum Space between Ducts:** 3 inches between ducts and exterior envelope wall, 2 inches between ducts for like services, and 4 inches between power and signal ducts.
 7. **Depth:** Install top of duct bank at least 24 inches below finished grade in areas not subject to deliberate traffic, and at least 30 inches below finished grade in deliberate traffic paths for vehicles, unless otherwise indicated.
 8. **Stub-Ups:** Use manufactured duct elbows for stub-ups at poles and equipment and at building entrances through the floor, unless otherwise indicated. Extend concrete encasement throughout the length of the elbow.
 9. **Stub-Ups:** Use manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose and encase coupling with 3 inches of concrete.
 - b. **Stub-Ups to Equipment:** For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches from edge of base. Install insulated grounding bushings on terminations at equipment.
 10. **Warning Tape:** Bury warning tape approximately 12 inches above all concrete-encased ducts and duct banks. Align tape parallel to and within 3 inches of the centerline of duct bank. Provide an additional warning tape for each 12-inch increment of duct-bank width over a nominal 18 inches. Space additional tapes 12 inches apart, horizontally.

I. Direct-Buried Duct Banks:

1. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
2. Space separators close enough to prevent sagging and deforming of ducts, with not less than [4] [5] spacers per 20 feet of duct. Secure separators to earth and to ducts to prevent displacement during backfill and yet permit linear duct movement due to expansion and contraction as temperature changes. Stagger spacers approximately 6 inches between tiers.
3. Excavate trench bottom to provide firm and uniform support for duct bank. Prepare trench bottoms as specified in Division 22 Section "Earth Moving" for pipes less than 6 inches in nominal diameter.
4. Install backfill as specified in Division 22 Section "Earth Moving."
5. After installing first tier of ducts, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand-place backfill to 4 inches over ducts and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction as specified in Division 22 Section "Earth Moving."
6. Install ducts with a minimum of 3 inches between ducts for like services and 6 inches (150 mm) between power and signal ducts.
7. Depth: Install top of duct bank at least 36 inches below finished grade, unless otherwise indicated.
8. Set elevation of bottom of duct bank below the frost line.
9. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through the floor, unless otherwise indicated. Encase elbows for stub-up ducts throughout the length of the elbow.
10. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose and encase coupling with 3 inches of concrete.
 - b. For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches room edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.
11. Warning Planks: Bury warning planks approximately 12 inches above direct-buried ducts and duct banks, placing them 24 inches o.c. Align planks along the width and along the centerline of duct bank. Provide an additional plank for each 12-inch increment of duct-bank width over a nominal 18 inches. Space additional planks 12 inches apart, horizontally.

3.5 INSTALLATION OF CONCRETE MANHOLES, HANDHOLES, AND BOXES

- A. Precast Concrete Handhole and Manhole Installation:
1. Comply with ASTM C 891, unless otherwise indicated.
 2. Install units' level and plumb and with orientation and depth coordinated with connecting ducts to minimize bends and deflections required for proper entrances.
 3. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- B. Elevations:
1. Manhole Roof: Install with rooftop at least 15 inches below finished grade.
 2. Manhole Frame: In paved areas and trafficways, set frames flush with finished grade. Set other manhole frames 1 inch above finished grade.
 3. Handhole Covers: In paved areas and trafficways, set surface flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.
 4. Where indicated, cast handhole cover frame integrally with handhole structure.
- C. Drainage: Install drains in bottom of manholes where indicated. Coordinate with drainage provisions indicated.
- D. Manhole Access: Circular opening in manhole roof; sized to match cover size.
1. Manholes with Fixed Ladders: Offset access opening from manhole centerlines to align with ladder.
 2. Install chimney, constructed of precast concrete collars and rings to support frame and cover and to connect cover with manhole roof opening. Provide moisture-tight masonry joints and waterproof grouting for cast-iron frame to chimney.
- E. Hardware: Install removable hardware, including pulling eyes, cable stanchions, and cable arms, [and insulators,] as required for installation and support of cables and conductors and as indicated.
- F. Fixed Manhole Ladders: Arrange to provide for safe entry with maximum clearance from cables and other items in manholes.
- G. Field-Installed Bolting Anchors in Manholes and Concrete Handholes: Do not drill deeper than 3-7/8 inches for manholes and 2 inches for handholes, for anchor bolts installed in the field. Use a minimum of two anchors for each cable stanchion.

- H. Warning Sign: Install "Confined Space Hazard" warning sign on the inside surface of each manhole cover.

3.6 INSTALLATION OF HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting ducts to minimize bends and deflections required for proper entrances. Use box extension if required to match depths of ducts, and seal joint between box and extension as recommended by the manufacturer.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas and trafficways, set so cover surface will be flush with finished grade. Set covers of other handholes 1 inch above finished grade.
- D. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in the enclosure.
- E. Field-cut openings for ducts and conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.7 GROUNDING

Ground underground ducts and utility structures according to Division 26 Section "Grounding and Bonding for Electrical Systems."

3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections and prepare test reports:
 - 1. Demonstrate capability and compliance with requirements on completion of installation of underground ducts and utility structures.
 - 2. Pull aluminum or wood test mandrel through duct to prove joint integrity and test for out-of-round duct. Provide mandrel equal to 80 percent fill of duct. If obstructions are indicated, remove obstructions and retest.

3. Test manhole and handhole grounding to ensure electrical continuity of grounding and bonding connections. Measure and report ground resistance as specified in Division 26 Section "Grounding and Bonding for Electrical Systems."
- B. Correct deficiencies and retest as specified above to demonstrate compliance.

3.9 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
- B. Clean internal surfaces of manholes, including sump. Remove foreign material.

END OF SECTION 26 05 43

SECTION 26 22 00
LOW-VOLTAGE TRANSFORMERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings, Special and General Provisions of the Contract apply to this Section.

1.2 SUMMARY

- A. This Section includes the following types of dry-type transformers rated 600 V and less, with capacities up to 1000 kVA:
1. Distribution transformers.
 2. Buck-boost transformers.

1.3 SUBMITTALS

- A. Product Data: Include rated nameplate data, capacities, weights, dimensions, minimum clearances, installed devices and features, and performance for each type and size of transformer indicated.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
1. Wiring Diagrams: Power, signal, and control wiring.
- C. Manufacturer Seismic Qualification Certification: Submit certification that transformers, accessories, and components will withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

- b. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. Qualification Data: For testing agency.
 - E. Source quality-control test reports.
 - F. Field quality-control test reports.
 - G. Operation and Maintenance Data: For transformers to include in emergency, operation, and maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7.
- C. Source Limitations: Obtain each transformer type through one source from a single manufacturer.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- E. Comply with IEEE C57.12.91, "Test Code for Dry-Type Distribution and Power Transformers."

1.5 DELIVERY, STORAGE, AND HANDLING

Temporary Heating: Apply temporary heat according to manufacturer's written instructions within the enclosure of each ventilated-type unit, throughout periods during which equipment is not energized and when transformer is not in a space that is continuously under normal control of temperature and humidity.

1.6 COORDINATION

- A. Coordinate size and location of concrete bases with actual transformer provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.
- B. Coordinate installation of wall-mounting and structure-hanging supports with actual transformer provided.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. ACME Electric Corporation; Power Distribution Products Division.
 - 2. Challenger Electrical Equipment Corp.; a division of Eaton Corp.
 - 3. Controlled Power Company.
 - 4. Eaton Electrical Inc.; Cutler-Hammer Products.
 - 5. Federal Pacific Transformer Company; Division of Electro-Mechanical Corp.
 - 6. General Electric Company.
 - 7. Hammond Co.; Matra Electric, Inc.
 - 8. Magnetek Power Electronics Group.
 - 9. Micron Industries Corp.
 - 10. Myers Power Products, Inc.
 - 11. Siemens Energy & Automation, Inc.
 - 12. Sola/Hevi-Duty.
 - 13. Square D; Schneider Electric.

2.2 GENERAL TRANSFORMER REQUIREMENTS

- A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.
- B. Cores: Grain-oriented, non-aging silicon steel.
- C. Coils: Continuous windings without splices except for taps.
 - 1. Internal Coil Connections: Brazed or pressure type.
 - 2. Coil Material: **Copper**.

2.3 DISTRIBUTION TRANSFORMERS

- A. Comply with NEMA ST 20, and list and label as complying with UL 1561.
- B. Provide transformers that are constructed to withstand seismic forces specified in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
- C. Cores: One leg per phase.
- D. Enclosure: **Ventilated** NEMA 250, Type 2.
 - 1. Core and coil shall be encapsulated within resin compound, sealing out moisture and air.
- E. Transformer Enclosure Finish: Comply with NEMA 250.
 - 1. Finish Color: **Gray**.
- F. Taps for Transformers Smaller Than 3 kVA: **None**
- G. Taps for Transformers 7.5 to 24 kVA: **One 5 percent tap above, and one 5 percent tap below normal full capacity.**
- H. Taps for Transformers 25 kVA and Larger: **Two 2.5 percent taps above and two 2.5 percent taps below normal full capacity.**
- I. See Editing Instruction No. 2 in the Evaluations for discussion of insulation classes. See "Energy Considerations" Article in the Evaluations for discussion of relative efficiencies. If 115 or 80 deg C rating is retained in paragraph below and all transformers are 15 kVA or larger, delete "Energy Efficiency for Transformers Rated 15 kVA and Larger" Paragraph.
- J. Insulation Class: 220 deg C, UL-component-recognized insulation system with a maximum of **80** deg C rise above 40 deg C ambient temperature.

- K. Energy Efficiency for Transformers Rated 15 kVA and Larger:
 - 1. Complying with NEMA TP 1, Class 1 efficiency levels.
 - 2. Tested according to NEMA TP 2.

- L. K-Factor Rating: Transformers indicated to be K-factor rated shall comply with UL 1561 requirements for nonsinusoidal load current-handling capability to the degree defined by designated K-factor.
 - 1. Unit shall not overheat when carrying full-load current with harmonic distortion corresponding to designated K-factor.
 - 2. Indicate value of K-factor on transformer nameplate.

- M. Electrostatic Shielding: Each winding shall have an independent, single, full-width copper electrostatic shield arranged to minimize interwinding capacitance.
 - 1. Arrange coil leads and terminal strips to minimize capacitive coupling between input and output terminals.
 - 2. Include special terminal for grounding the shield.
 - 3. Shield Effectiveness:
 - a. Capacitance between Primary and Secondary Windings: Not to exceed 33 picofarads over a frequency range of 20 Hz to 1 MHz.
 - b. Common-Mode Noise Attenuation: Minimum of minus 120 dBA at 0.5 to 1.5 kHz; minimum of minus 65 dBA at 1.5 to 100 kHz.
 - c. Normal-Mode Noise Attenuation: Minimum of minus 52 dBA at 1.5 to 10 kHz.

- N. Wall Brackets: Manufacturer's standard brackets.

- O. Fungus Proofing: Permanent fungicidal treatment for coil and core.

- P. Low-Sound-Level Requirements: Minimum of 3 dBA less than NEMA ST 20 standard sound levels when factory tested according to IEEE C57.12.91.

2.4 BUCK-BOOST TRANSFORMERS

- A. Description: Self-cooled, two-winding dry type, rated for continuous duty and with wiring terminals suitable for connection as autotransformer. Transformers shall comply with NEMA ST 1 and shall be listed and labeled as complying with UL 506 or UL 1561.

- B. Enclosure: Ventilated, NEMA 250, Type 2.
 - 1. Finish Color: **Gray**.

2.5 IDENTIFICATION DEVICES

Nameplates: Engraved, laminated-plastic or metal nameplate for each **distribution** transformer, mounted with corrosion-resistant screws. Nameplates and label products are specified in Division 26 Section "Identification for Electrical Systems."

2.6 SOURCE QUALITY CONTROL

- A. Test and inspect transformers according to IEEE C57.12.91.
- B. Factory Sound-Level Tests: Conduct sound-level tests on equipment for this Project.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions for compliance with enclosure- and ambient-temperature requirements for each transformer.
- B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.
- C. Examine walls, floors, roofs, and concrete bases for suitable mounting conditions where transformers will be installed.
- D. Verify that ground connections are in place and requirements in Division 26 Section "Grounding and Bonding for Electrical Systems" have been met. Maximum ground resistance shall be 5 ohms at location of transformer.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install wall-mounting transformers level and plumb with wall brackets fabricated by transformer manufacturer.
 - 1. Brace wall-mounting transformers as specified in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
- B. Construct concrete bases and anchor floor-mounting transformers according to manufacturer's written instructions, **seismic codes applicable to Project**, and requirements in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."

3.3 CONNECTIONS

- A. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."
- B. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: **Engage** a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- C. Perform tests and inspections and prepare test reports.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- E. Remove and replace units that do not pass tests or inspections and retest as specified above.
- F. Infrared Scanning: Two months after Substantial Completion, perform an infrared scan of transformer connections.
 - 1. Use an infrared-scanning device designed to measure temperature or detect significant deviations from normal values. Provide documentation of device calibration.
 - 2. Perform 2 follow-up infrared scans of transformers, one at 4 months and the other at 11 months after Substantial Completion.
 - 3. Prepare a certified report identifying transformer checked and describing results of scanning. Include notation of deficiencies detected, remedial action taken, and scanning observations after remedial action.
- G. Test Labeling: On completion of satisfactory testing of each unit, attach a dated and signed "Satisfactory Test" label to tested component.

3.5 ADJUSTING

- A. Record transformer secondary voltage at each unit for at least 48 hours of typical occupancy period. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 10 percent and not being lower than nameplate voltage minus 3 percent at maximum load conditions. Submit recording and tap settings as test results.
- B. Connect buck-boost transformers to provide nameplate voltage of equipment being served, plus or minus 5 percent, at secondary terminals.
- C. Output Settings Report: Prepare a written report recording output voltages and tap settings.

3.6 CLEANING

Vacuum dirt and debris; do not use compressed air to assist in cleaning.

END OF SECTION 26 22 00

SECTION 26 24 16

PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings, Special and General Provisions of the Contract apply to this Section.

1.2 SUMMARY

- A. This Section includes all labor, materials, appliances, tools, equipment necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of the work of this Section, complete, as shown on the drawings and/or specified herein. Work includes, but is not necessarily limited to the following:
1. Examine all other specification sections and drawings for related work required to be included as work under Division 26.
 2. General provisions and requirements for electrical work.

1.3 SUBMITTALS (ADDITIONAL REQUIREMENTS)

- A. Provide manufacturers catalog data for panelboards, cabinets and circuit breakers.
- B. Provide shop drawing showing panelboard circuit arrangements, size, voltage, ampacity, overcurrent protective devices, etc.

PART 2 - PRODUCTS

2.1 PANELBOARDS

- A. Panelboards shall be flush, or surface mounting as indicated with circuit breakers as shown on panel schedule, hinged lockable doors, index cardholders and proper bussing.
- B. Where indicated on the drawings, panelboards shall be furnished with subfeed breakers and/or lugs, split bussing, contactors, time switches, relays, etc., as required.
- C. All panelboards shall be keyed alike.

- D. All panelboards shall be finished with one coat of zinc chromate and coat of primer sealer after a thorough cleaning where exposed to public view (e.g., corridors, covered passages, offices, etc.) and gray in switchboard, janitor's heater and storage rooms. Prime coated panelboard shall be painted to match surroundings after installation. Panelboards shall be fabricated of sheet steel of the following minimum gauges: Door and trim #12; enclosure code gauge steel.
- E. Furnish all panelboards and terminal cabinets with the manufacturers flush locks and keys except where indicated otherwise herein. Fasten the trim to panelboards and terminal cabinets by means of concealed, bolted or screwed fasteners accessible only when the door is open.
- F. Panelboards 208/120-volt, three phase, 4 wire, S/N or 120/240 volt, single phase, 3 wire, S/N. Panelboard types as manufactured by:
1. Cutler Hammer Type Pow-R-Line 1
 2. General Electric Type "A" Series
 3. Square D..... Type NQOD
 4. Siemens Type "S" Series
- G. Panelboard for bussing sizes thru 400 amp shall be 20" wide surface mounted type. Recess mounted type shall have a 20" wide (maximum) recess metal enclosure with trim plate cover extending 1" on all sides of enclosure. Depth shall be 5-3/4" nominal. Height of panel as required for devices.
- H. Provide 6" additional gutter space in all panels where double lugs are required, or where cable size exceeds bus size. Minimum bottom gutter space shall be 6" high. 12" additional gutter space may be required for aluminum feeders where used.
- J. Panelboards with buss sizes greater than 400 amperes for 208/120 volt, three phase, 4 wire, S/N shall be 24" (maximum) wide by 6-1/2" (maximum) deep units and 30" to 40" (maximum) wide by 8" to 12" (maximum) deep units. The wider units shall be used only at locations where the narrow unit is not available with the number of 225-ampere frame branch circuits shown on the panel schedules, or where the main breaker size exceeds the narrow panel maximum. Distribution panels shall be as manufactured:
- | | Narrow | Wide |
|---------------------------|-------------------|-----------------|
| 1. Cutler Hammer | Pow-R-Line 3..... | Type CDP |
| 2. General Electric | | Type CCB or QMR |
| 3. Square D..... | | Type HCN or HCM |
- K. Panelboards shown on the drawings with relays, time clocks or other control devices shall have a separate metal barriered compartment mounted above panel with separate hinged locking door to match panelboard. Provide mounting subbase in cabinet for control devices and wiring terminal strips.

- L. Panelboard shall have a circuit index cardholder removable type, with clear plastic cover. Index card shall have numbers imprinted to match circuit breaker numbers.

2.2 SHORT CIRCUIT RATING

- A. Branch circuit panelboard circuit breakers and bussing shall be rated for short circuit interrupt and withstand symmetrical amperes as follows (but in no case less than shown on the drawings): C/B and/or Bus Rating Panel Voltage Short Circuit Amp.
 - 1. 400A and less 240V and below 10,000A

2.3 CIRCUIT BREAKERS

- A. Circuit breakers as manufactured by the following companies only are acceptable:
 - 1. Cutler Hammer
 - 2. General Electric Co.
 - 3. Square D Co.
 - 4. Siemens
- B. Circuit breakers shall be arranged in the panels so that the breakers of the proper trip settings and numbers correspond to the numbering in the panel schedules on the drawings. Circuit numbers of breakers shall be black-on-white micarta tabs or other previously approved method. Circuit number tabs, which can readily be changed from front of panel, will not be accepted. Circuit number tabs shall not be attached to or be a part of the breaker.
- C. Where two or three pole breakers occur in the panels, they shall be common trip units. Single pole breakers with tie-bar between handles will not be accepted.
- D. All circuit breakers shall be padlockable in the "off" position. Locking facilities shall be riveted or mechanically attached to the circuit breaker (submit sample for approval). Other means of attachment shall not be accepted without prior written approval of ARCHITECT.
- E. Where branch circuit breakers supply the power to motors and signal systems, the breakers shall be furnished with lockout clips, mounted in the "on" position. The breakers shall be able to trip automatically with lockout clips in place.
- F. Panelboard circuit breakers shall be bolt on type.

2.4 BUSSING

- A. Bussing shall be rectangular cross section copper, or silver-plated copper. Bussing shall be full length of the enclosure.

- B. Each panelboard shall be equipped with a ground bus secured to the interior of the enclosure. The bus shall have a separate lug for each ground conductor. No more than one conductor shall be installed per lug.
- C. Provide space and all hardware and mounting attachments for future devices as indicated on the drawings.

PART 3 - EXECUTION

3.1 MOUNTING

- A. Flush mounted panelboards and terminal cabinets shall be securely fastened to at least two studs or structural members. Trim shall be flush with finished surface.
- B. Surface mounted panelboards and terminal cabinets shall be secured to walls by means of preformed steel channels securely fastened to at least two studs or structural members.
- C. Panelboards shall be installed to insure the top circuit protective device (including top compartment control devices) are not more than 6'-6" above finish floor in front of the panel and the bottom device is a minimum of 12" above the floor. Manufacturer shall specifically indicate on shop drawing submittals each panel where these conditions cannot be met.

3.2 IDENTIFICATION (ADDITIONAL REQUIREMENTS)

- A. Panelboard manufacturer shall stencil the panel number identification on the inside of panel door to correspond with the panel designation on the drawings.
- B. Identification plates and numbers shall be attached with screws or twist lock fasteners. Adhesive attachment of any kind shall not be used.

3.3 SPARE CONDUITS (ADDITIONAL REQUIREMENTS)

Provide three 1" conduit only stubs from each panelboard and terminal cabinet into accessible ceiling space. Where floor below panel or terminal cabinet is accessible, provide three 1" conduit only stubs into accessible floor space.

END OF SECTION 26 24 16

SECTION 26 27 26

WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings, Special and General Provisions of the Contract apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Receptacles, receptacles with integral GFCI, weather proof cover and any associated device plates.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- D. RFI: Radio-frequency interference.
- E. TVSS: Transient voltage surge suppressor.
- F. UTP: Unshielded twisted pair.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.
- D. Field quality-control test reports.

- E. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).
 - 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 - 3. Leviton Mfg. Company Inc. (Leviton).
 - 4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).

2.2 STRAIGHT BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 5351 (single), 5352 (duplex).
 - b. Hubbell; HBL5351 (single), CR5352 (duplex).
 - c. Leviton; 5891 (single), 5352 (duplex).
 - d. Pass & Seymour; 5381 (single), 5352 (duplex).

2.3 GFCI RECEPTACLES

- A. General Description: Straight blade, feed-through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include flashing LED indicator light that indicates loss of GFI protection. **Provide with a lockable cover, consult with the owners for keying.**
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; GF20.
 - b. Pass & Seymour; 2084.

2.4 FINISHES

- A. Color: Wiring device catalog numbers in Section Text do not designate device color.
 - 1. Wiring Devices Connected to Normal Power System: As selected by Architect, unless otherwise indicated or required by NFPA 70 or device listing.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.
- B. Coordination with Other Trades:
 - 1. Take steps to ensure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
 - 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 - 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 - 4. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:
 - a. Cut back and pigtail or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailing existing conductors is permitted provided the outlet box is large enough.

D. Device Installation:

1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the right.
2. Install hospital-grade receptacles in patient-care areas with the ground pin or neutral blade at the top.

- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

3.2 IDENTIFICATION

- A. Comply with Division 26 Section "Identification for Electrical Systems."
 - 1. Receptacles: Identify panelboard and circuit number from which served. Use stamped printing with black lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
 - 1. In healthcare facilities, prepare reports that comply with recommendations in NFPA 99.
 - 2. Test Instruments: Use instruments that comply with UL 1436.
 - 3. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.
- B. Tests for Convenience Receptacles:
 - 1. Line Voltage: Acceptable range is 105 to 132 V.
 - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is not acceptable.
 - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 - 6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions remove malfunctioning units and replace with new ones, and retest as specified above.

END OF SECTION 26 27 26

SECTION 26 56 00

FIELD LIGHTS

PART 1 GENERAL

1.1 SECTION INCLUDES

Furnish all labor, materials and equipment required to remove two (2) existing field lights and install two (2) new field lights as indicated on the plans and specified in these Specifications.

1.2 SUBMITTALS

Submit all manufacturers, catalog cuts, installation instruction for the Musco poles, new pole top fitters, new lamps, ballast enclosure and all materials to complete the Work.

1.3 QUALITY ASSURANCE

Use only experienced, qualified Contractor with a track record of successfully installing field lights of this size.

1.4 RELATED SECTIONS

Comply with requirements of all electrical sections of these Specifications.

1.5 DELIVERY OF MATERIAL

Follow Musco Lighting instructions for delivery and handling of material.

1.6 MEASUREMENT AND PAYMENT

Measurement and payment for sports field lighting will be made as contract lump sum price bid and shall include full compensation for all items in the Contract Documents. Provide the lump sum price in the space provided on Bid Schedule of Work and prices.

PART 2 PRODUCTS

2.1 MANUFACTURTER

- A. Musco Light-Structure™ system is the selected product for the field light pole and fixture. No known equals as this project requires the matching of existing field lights.

- B. Musco Lighting, 800.825.6020, 100 1st Ave. West, Oskoloosa, Iowa 52577. Musco representative is Troy Shilling.

2.2 FIELD LIGHT FIXTURE COMPONENTS

Field light fixture components shall be as manufactured by Musco Lighting. These include, but not limited to, new base, new pole, new pole top fitter, additional ballast and ballast enclosures, and new wire harness. Additional fixtures as specified.

2.3 EXISTING FIXTURES

- A. Remove existing fixtures from poles, store and secure for reinstallation on new poles.
- B. Additional fixtures must be purchased to make up a total of 12 fixtures for Pole C5 and a total of 15 Fixtures for Pole C6.

2.4 UL LISTING

All system components shall be UL Listed for the appropriate application.

2.5 BASE

Base (rock base) shall be crush rock base material.

PART 3 EXECUTION

3.1 REMOVAL OF EXISTING POLES

- A. Before demo of existing poles, carefully remove the light fixture and materials necessary for the new install. Verify with Musco required components for re-install.
- B. Remove poles from site, cut poles and concrete base so that the existing materials are a minimum of 18" below final finish grade.

3.2 GENERAL INSTALLATION REQUIREMENT

Follow Musco printed installation instruction as required for complete field light installation.

3.3 HIGH WATER TOWER

Be advised that water may be encountered when drilling foundation holes for the pole footings. See requirements in Section 03 30 00, paragraph E.

END OF SECTION 26 56 00

SECTION 32 18 23

BASEBALL FIELD CONSTRUCTION & MISCELLANEOUS

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Furnish all labor, materials, equipment necessary for the complete installation of the baseball fields and miscellaneous items as indicated on the drawings and these specifications.
- B. The work shall consist of, but not necessarily be limited to, the following:
 - 1. Installation of infield mix for all fields as per Contract Documents.
 - 2. Installation of foul ball pole and player's benches only.
 - 3. Installation of Permanent Hooded Backstop.
- C. Miscellaneous items to be furnished and installed by others includes: pitching mounds, pitching rubber, plates & anchors, accessible bench, and trash cans.

1.2 RELATED SECTIONS

- A. Section 32 31 13.33 Permanent Hooded Backstop Kit
- B. Section 32 31 13 Chain Link Fence

1.3 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract.
- B. Product data in the form of manufacturer's technical data, specifications, and installation instructions for backstops, trash cans, benches, and bases.
- C. Shop drawings showing location of fence, gates, each post, hardware, and accessories.
- D. Samples: If requested, samples of materials (e.g., infield mix, wires, and accessories).

1.4 QUALIFICATIONS

Installer Qualifications: Engage an experienced Installer who has at least three years' experience and has completed at least five baseball diamond projects with the same material and of similar scope to that indicated for this Project with a successful construction record of in-service performance.

1.5 ITEMS NOT INCLUDED

Contractor shall exclude from bid all labor and materials required to build all pitching mounds and pitching rubbers for fields and bull pens.

PART 2 PRODUCTS

2.1 INFIELD MIX

The infield mix shall be "American Infield Mix" with "Pro Choice Soilmaster", available at American Builder's Supply Inc. Phone: (661) 255-6300. Or equal.

2.2 BATTER'S BOX MIX

The batter's box mix shall be "Pro's Choice Pro Mound Mix", available at American Builder's Supply Inc. Phone: (661) 255-6300. Or equal.

2.3 FOUL BALL POLE

- A. Foul Ball Pole shall be Patterson-Williams Athletic Mfg. Co. Model #1274. Or equal.
- B. Post pads shall be Patterson-Williams Athletic Mfg. Co. Model #8376-04-02. Or equal.

2.4 ACCESSIBLE BENCHES

Accessible bench shall be Patterson-Williams Athletic Mfg. Co. Model #1103-06-G-M3. Or equal.

2.5 PLAYER'S BENCHES

Player's bench shall be Patterson-Williams Athletic Mfg. Co. Model #1119-15-G-M1. Or equal.

2.6 HOME PLATE

Shall be "Rogers Breakaway Base", or equal. 1-888-205-3300

2.7 BASES

Shall be "Original Jack Corbett Hollywood" bases, or equal. 888-674-7638

PART 3 EXECUTION

3.1 INFIELD MIX

- A. Provide positive surface drainage of baseball infield. Inform Landscape Architect of discrepancies between drawings, specifications and field conditions that preclude establishing positive drainage.
- B. Establish finish grade of baseball infield and outfield areas after soil preparation and as shown on drawings.
- C. Construct each baseball field infield to the exact dimensions as per drawings and specifications, and as per Pony Baseball specifications for each baseball field based on each field's designated age group.
- D. Excavate infield area to a depth of 4" below adjacent finish grades. Moisture condition subgrade and compact to minimum relative compaction of 90%
- E. Apply baseball infield mix in 2" layers of lifts. Moisten the top of each lift with water. Compact with a one-ton roller or water filled hand roller. Repeat process until infield mix is level with surrounding outfield and infield finish grades.
- F. Using a chain link fence segment or metal mesh drag, drag infield to a depth of ½" below finish surface. Completed process will make infield surface friable and loose to facilitate a suitable playing surface for baseball play.

3.2 BATTER'S BOX – HOME BASE AREA

- A. Provide positive surface drainage of baseball infield. Inform Landscape Architect of discrepancies between drawings, specifications and field conditions that preclude establishing positive drainage.
- B. Establish finish grade of baseball infield area after soil preparation and as shown on drawings.

- C. Construct each batter's box/home run area to the exact dimensions per Pong Baseball specifications for each baseball field based on each field designated age group.
- D. Excavate the entire home base area to a depth of 4" below finish grade. Apply water to the depressed area allowing the soil to become saturated.
- E. Apply "Pro Mound Mix" in 2" layers. Compact firmly with hand tamp. Lightly water over layer and repeat process until home base area is 1" below adjacent finish grade.
- F. Fill last 1" layer with baseball infield mix. Lightly water and compact with hand tamp to be flush with finish grade.

3.3 PERMANENT HOODED BACKSTOP

Install permanent hooded backstop kit per Manufacturer's instructions and specifications. Details on plans.

3.4 FOUL BALL POLE

Install foul ball pole and post as per details on plans.

3.5 ACCESSIBLE BENCHES

Install player's bench per Manufacturer's instructions and specifications and details on plans.

3.6 PLAYER'S BENCHES

Install player's bench per Manufacturer's instructions and specifications and details on plans.

3.7 HOME PLATE

Install home plate per Manufacturer's instructions and specifications.

3.8 BASES

Install bases per Manufacturer's instructions and specifications.

PART 4 MEASUREMENT AND PAYMENT

4.0 MEASUREMENT AND PAYMENT

Measurement and payment for the baseball field construction and miscellaneous items will be made as the contract lump sum price bid and shall include full compensation for all labor and materials to install each item listed in the following breakdown. Provide the lump sum price in the space provided on Bid Schedule of Work and Prices.

END OF SECTION 32 18 23

SECTION 32 31 13
CHAIN LINK FENCES

PART 1 GENERAL

1.1 SECTION INCLUDES

Furnish all labor, materials, and equipment required to provide and install the chain link fencing and backstops as indicated on the drawings and these specifications.

1.2 RELATED SECTIONS

Section 03 30 00 Concrete Paving

1.3 SUBMITTALS

- A. General: Submit the following according to the General Conditions of the Contract.
- B. Product data in the form of manufacturer's technical data, specifications, and installation instructions for fence and gate posts, fabric, and accessories.
- C. Shop drawings showing location of fence, gates, each post, and details of post installation, extension arms, hardware, and accessories.
- D. Samples: If requested, samples of materials (e.g., fabric, wires, and accessories).

1.4 SPECIAL WARRANTY

Provide Manufacturer's standard limited warranty that it's free from defects in material or workmanship for a period of 15 years from the date of purchase. See Manufacturer's Warranty for full details.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has at least three years' experience and has completed at least five chain link projects with the same material and of similar scope to that indicated for this Project with a successful construction record of in-service performance.
- B. Single-Source Responsibility: Obtain chain link fences, including accessories, fittings, and fastenings, from a single source.

- C. Product Standards, Chain Link Manufacturers Institute (CLFMI) Product Manual.

1.6 FIELD MEASUREMENTS

Verify layout information for fences and backstops shown on the Drawings in field.

PART 2 PRODUCTS

2.1 AVAILABLE MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering chain link fence products that may be incorporated in the work include, but are not limited to, the following:
 - 1. Master Halco or equal.

2.2 FABRIC

- A. Selvage: Knuckled on both selvages for all fencing.
- B. Steel Chain-Link Fence Fabric: Fabricated in one-piece widths for fencing 12 feet and less in height to comply with Chain Link Manufacturers Institute (CLFMI) "Product Manual" and with requirements indicated below:
 - 1. Mesh size: 2-inch mesh
 - 2. Wire size: 0.120-inch diameter (11 gauge) or 0.148-inch diameter (9 gauge) as per plan.
 - 3. Coating: ASTM A 817, Type 2, Class 2, zinc-coated (galvanized) with minimum 2.0 oz. zinc per sq. ft. of uncoated wire surface

2.3 FRAMING

- A. Round post and rail member sizes are given in (NPS) nominal pipe sizes.
- B. Standard pipe shall be Schedule 40, galvanized, steel pipe conforming to ASTM A-53, Grade B.
- C. Rails: Manufacturer's longest lengths (17 to 21 feet) with wedged-end or expansion-type coupling, approximately 6 inches long for joining. Provide rail ends or other means for attaching top rail securely to each gate corner, pull and end post. Rails shall be Schedule 40 Galvanized.

2.4 FITTINGS AND ACCESSORIES

- A. Material: Comply with ASTM A 626. Galvanized iron or steel to suit manufacturer's standards.
1. Steel and Iron: Unless specified otherwise, hot-dip galvanize pressed steel or cast-iron fence fittings and accessories with at least 1.2 oz. zinc per sq. ft. as determined by ASTM A 90.
- B. Post and line caps: Provide weather-tight closure cap for each post. Provide line post caps with loop to receive top rail.
- C. Post Brace Assembly: Manufacturer's standard adjustable brace. Use material specified below for brace, and truss to line posts with 3/8-inch diameter rod and adjustable tightener. Provide manufacturer's standard galvanized-steel or cast-iron cap for each end.
1. Round Steel: 1.660-inch OD Type I or II steel pipe.
- D. Bottom and Center Rail: Same material as top rail. Provide manufacturer's standard galvanized-steel or cast-iron cap for each end.
- E. Tension or Stretcher Bars: Hot-dip galvanized steel with a minimum length 2-inches less than full height of fabric, a minimum cross-section of 3/16" x 3/4", and a minimum of 1.2 oz. of zinc coating per sq. ft. Provide one bar for each gate and end post, and two for each corner and pull posts, except where fabric is integrally woven to post.
- F. Tension and Brace Bands: 3/4-inch wide minimum hot-dip galvanized steel with a minimum of 1.2 oz. of zinc coating per sq. ft.
1. Tension Bands: 0.074-inch thick (14 gauge) minimum.
 2. Brace Bands: 0.105-inch thick (12 gauge) minimum.
- G. Tension Wire: 0.177-inch diameter metallic-coated steel marcelled tension wire conforming to ASTM A 824 with finish to match fabric.
- H. Tie Wires: 0.106-inch diameter (12 gauge) galvanized steel with minimum of 0.80 oz. per sq. ft. of zinc coating according to ASTM A 641, Class 3 or 0.148-inch diameter (9 gauge) aluminum wire alloy 1350-H19 or equal, to match fabric wire.
- I. Nuts and bolts shall be hot dipped galvanized.

2.5 MISCELLANEOUS STEEL SHAPES

Shall be hot dipped galvanized steel, per ASTM 123/A 123M-09

2.6 CONCRETE

Concrete shall be hard rock conforming to ASTM C-94 with minimum compressive strength at 28 days if 2500 PSI.

2.7 GATES

- A. Fabricate perimeter frames of gates from same material and finish as fence framework. Assemble gate frames by welding. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories.
 - 1. Fabric: Same as for fence unless otherwise indicated. Secure fabric at vertical edges with tension bars and bands and to top and bottom of frame with tie wires.
 - 2. Bracing: Install diagonal cross-bracing consisting of 5/16-inch diameter adjustable-length truss rods on gates to ensure frame rigidity without sag or twist.

- B. Swing gates: Comply with ASTM F 900
 - 1. Steel Gates up to 8 feet wide:
 - a. Up to 6 Feet High: Fabricate perimeter frames of 1.660-inch minimum OD Type I or II steel pipe.
 - b. Over 6 Feet High: Fabricate perimeter frames of 1.90-inch minimum OD Type I or II steel pipe.
 - 2. Gate Hardware: Provide galvanized hardware and accessories for each gate according to the following:
 - a. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180-degree gate opening. Provide 1-1/2-inch pair of hinges for each leaf over 6-foot nominal height.
 - b. Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as an integral part of latch.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.

- B. Ensure property lines and legal boundaries of work are clearly established.

3.2 INSTALLATION

- A. General: Install fence to comply with ASTM F 567. Do not begin installation and erection before final grading is completed, unless otherwise permitted.
- B. Excavation: Drill holes for posts to diameters and spacing's, indicated on the plans, in firm, undisturbed or compacted soil. Obtain approval from Soils engineer prior to concrete pour.
- C. Setting Posts: Center and align posts in holes 4 inches above bottom of excavation.
 - 1. Protect portion of posts above ground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operations.
 - a. Trowel a crown on top of concrete routing shed water away from post.
- D. Top Rails: Run rail continuously through line post caps, bending to radius for curved runs and at other posts terminating into rail end attached to post caps fabricated to receive rail. Provide expansion couplings as per Master Halco details.
- E. Brace Assemblies: Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at mid-height of fabric on fences with top rail and at two thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- F. Fabric: Leave approximately 2 inches between finish grade and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on ball field side of fence, and anchor to framework so that fabric remains under tension after pulling force is released.
- G. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not over 15 inches on center.
- H. Tie Wires: Use wire of proper length to secure fabric firmly to posts and rails. Bend ends of wire to minimize hazard to persons or clothing.
 - 1. Maximum Spacing: Tie fabric to line posts 12 inches on center and to rails and braces 24 inches on center.
- I. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts for added security.

3.3 GATE INSTALLATION

Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary. Install gates according to manufacturer's instructions, plumb, level, and secure.

3.4 ADJUSTING

Gates and Gate Operators: After repeated operation of completed installation equivalent to 3 days use by normal traffic, readjust gates and gate operators and controls for optimum operating condition and safety. Lubricate operating equipment and clean exposed surfaces.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

Measurement and payment for chain link fence and back stop work will be made as the contract lump sum price bid and shall include full compensation for all items in the Contract Documents. Provide the lump sum price in the space provided on Bid Schedule of Work and Prices.

END OF SECTION 32 31 13

SECTION 32 31 15

PERMANENT HOODED BACKSTOP

PART 1 GENERAL

1.1 SECTION INCLUDES

Furnish all labor, materials and equipment required to install permanent hooded backstop as indicated on the drawings and these specifications.

1.2 RELATED SECTIONS

- A. Section 03 30 00 Concrete Paving
- B. Section 32 31 13 Chain Link Fencing

1.3 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data in the form of manufacturer's technical data, specifications, and installation instructions for the permanent hooded backstop.
- C. Shop drawings showing location and details of backstop.
- D. Samples: If requested, samples of materials (e.g., fabric, wires, and accessories).

1.4 SPECIAL WARRANTY

Provide Manufacturer's standard limited warranty that it's free from defects in material or workmanship for a period of 3 years from the date of purchase. See Manufacturer's Warranty for full details.

1.5 QUALITY ASSURANCE

- A. Contractor shall submit evidence to the Park District that he and/or his sub-contractors has experience and has completed at least projects with the same material and of similar scope to that indicated for this Project with a successful construction record.

- B. Single-Source Responsibility: Obtain chain link fences, including accessories, fittings, and fastenings, from a single source.
- C. Product Standards, Chain Link Manufacturers Institute (CLFMI) Product Manual, Industrial Steel Guide for Fence Rails, Posts, Gates and Accessories, including Table II.

1.6 PRODUCT CONDITIONS

Field Measurements: Verify layout information for back stops shown on the Drawings in relation to the proposed site work. Verify dimensions by field measurements.

PART 2 PRODUCTS

2.1 AVAILABLE MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering chain link fence backstop include, but are not limited to, the following:
 1. Patterson-Williams Athletic Mfg. Co. or equal.

2.2 FABRIC

- A. Steel Chain-Link Fence Fabric: 2 inch galvanized after weaving, 9 gauge on rear and side panels, 11 gauge on hood, to comply with Chain Link Manufacturers Institute (CLFMI) "Product Manual" and with requirements indicated below:
 1. Mesh size: 2-inch mesh, 0.120-inch diameter (11 gauge).
 2. Mesh size: 2-inch mesh, 0.148-inch diameter (9 gauge).
 3. Wire size: 0.148-inch (9 gauge).
 4. Coating: ASTM A 817, Type 2, Class 2, zinc-coated (galvanized) with minimum 2.0 oz. zinc per sq. ft. of uncoated wire surface

2.3 FRAMING

- A. Round member sizes are given in actual outside diameter (OD) to the nearest thousandth of inches. Round fence posts and rails are often referred to in ASTM standard specifications by nominal pipe sizes (NPS) or the equivalent trade sizes in inches. The following indicates these equivalents all measured in inches:

Actual OD	NPS Size	Trade Size
1.315	1	1-3/8
1.660	1-1/4	1-5/8
1.900	1-1/2	2

Actual OD	NPS Size	Trade Size
2.375	2	2-1/2
2.875	2-1/2	3
3.500	3	3-1/2
4.000	3-1/2	4
6.625	6	6-5/8
8.625	8	8-5/8

- B. Type I Round Posts: Standard weight (schedule 40) galvanized-steel pipe conforming to ASTM F 1083, according to heavy industrial requirements of ASTM F 669, Group IA, with minimum yield strength of 25,000 psi, not less than 1.8 oz. of zinc per sq. ft. Type A coating inside the outside according to ASTM F 1234, as determined by ASTM A 90, and weights per foot as follows:

Actual OD	Weight (lb/ft)	NPS Size
1.315	1.68	1
1.660	2.27	1-1/4
1.900	2.72	1-1/2
2.375	3.65	2
2.875	5.79	2-1/2
3.500	7.58	3
4.000	9.11	3-1/2
6.625	8.97	6
8.625	28.55	8

2.4 FITTINGS AND ACCESSORIES

- A. Material: Comply with ASTM F 626. Galvanized iron or steel to suit manufacturer's standards.
1. Steel and Iron: Unless specified otherwise, hot-dip galvanize pressed steel or cast-iron fence fittings and accessories with at least 1.2 oz. zinc per sq. ft. as determined by ASTM A 90.
- B. Nuts and bolts shall be hot dipped galvanized.

2.5 CONCRETE

Concrete: Provide concrete consisting of portland cement per ASTM C 150, aggregate per ASTM C 33, and potable water. Mix materials to obtain concrete with a minimum 28- day compressive strength of 3000 psi. Use at least four sacks of cement per cu. yd., 1-inch maximum size aggregate, 3-inch maximum slump.

2.6 REAR PANEL PLANKING

- A. Requires special order from manufacturer to be six (6) feet high at back panel.
- B. Shall be 2 x 12, green, HDPE recycled plastic planks with angle stiffeners as manufactured by Patterson Williams Athletic MFG. Co. (800.687.5768) or equal.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Ensure property lines and legal boundaries of work are clearly established.

3.2 INSTALLATION

- A. General: Install fence to comply with ASTM F 567. Do not begin installation and erection before final grading is completed, unless otherwise permitted.
 - 1. Site must be level with not more than +/-1-inch variation from mean elevation.
- B. Excavation: Drill holes for posts to diameters and spacings indicated on the plans, in firm, undisturbed or compacted soil. Holes to be inspected and approved by Soils engineer prior to pouring concrete.
- C. Install Permanent Hooded Backstop per manufacturer's instructions and specifications.

3.3 PLANK BACK BOARDS

- A. Install 2 x 12 HDPE planks to angle iron with 3/8" diameter galvanized carriage bolts. Two (2) per plank at each angle.
- B. Weld galvanized angles to post straight, true and flush with face of post to allow for even attachment of planks.
- C. After welding, field prime and paint with galvanized paint as necessary to touch up any shop galvanized surfaces.
- D. All planking shall be installed true and level in the horizontal plane.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

Measurement and payment for prefabricated back stop work will be made as the contract lump sum price bid and shall include full compensation for all items in the Contract Documents. Provide the lump sum price in the space provided on Bid Schedule of Work and Prices.

END OF SECTION 32 31 15

SECTION 32 84 00

IRRIGATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

Furnish all labor, materials, and equipment required to provide and install the irrigation system as indicated on the drawings and these specifications.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with all local and state codes, ordinances, safety orders, and regulations of all legally constituted authorities having jurisdiction over this Work.
- B. Obtain and pay for all plumbing permits and all inspections required by authorities stated above.
- C. Notify the Landscape Architect in the event any equipment or methods indicated on the drawings or in the specifications conflict with local codes, prior to installation. In the event this notification is not performed, the contractor must assume full responsibility for revisions necessary.

1.3 CATALOG CUTS

Ten (10) days after award of Contract submit to the Landscape Architect for approval, five (5) copies of all manufacturer's catalog cuts, and specifications for all required products.

1.4 RECORD DRAWINGS

- A. The Contractor shall maintain a complete and accurate set of record drawings. These drawings shall be kept up to date with the progress of the Work. The Owner shall furnish a set of drawings on which to record drawing conditions. Record drawings shall be up-dated on a weekly basis.
- B. The Contractor shall indicate clearly and correctly Work installed differently from that shown on the Contract Drawings by dimensioning from two permanent points of reference. Show connections to existing water lines, ball valves, pressure supply pipe, control valves, quick couplers, and control wiring.

- C. On completion of the Work, the Contractor shall submit the completed Record Drawings to the Landscape Architect for transfer to electronic file. Once complete, this final electronic file shall be reviewed by the Contractor and certified as complete and accurate records of work as-built.

1.5 CONTROLLER CHARTS

Shall be prepared by the Landscape Architect and installed in the controller by the Contractor. The Contractor shall delineate on a plan all irrigation zones and associated valve numbers.

1.6 DRAWINGS

For purposes of legibility, irrigation lines are essentially diagrammatic, although size and location of irrigation equipment are drawn to scale wherever possible. Make use of all data in all of the Contract Documents and verify this information at construction site.

1.7 MATERIALS TO BE FURNISHED

- A. Prior to final inspection, the Contractor shall furnish the following materials to the Owner:
 - 1. Two wrenches for disassembling and adjusting each type of irrigation head supplied.
 - 2. Two keys for each automatic controller.
 - 3. Two operating wrenches to manually open and close operating nut on gate valves.

1.8 ON-SITE OBSERVATIONS

- A. The Contractor shall notify the Landscape Architect forty-eight hours in advance for all required On-Site Observations. The final On-Site Observation shall require seven days advance notice. The following are required On-Site Observations:
 - 1. Job start meeting.
 - 2. Prior to start of work review existing irrigation system adjacent to the retrofit work. Review all circuits which may be affected by the new work and review with the Landscape Architect any existing defects or deficiencies that can be determined.
 - 3. Review irrigation main-line with the Landscape Architect prior to backfilling. Record drawings must be current at the time of these On-Site Observations.
 - 4. Review with the Landscape Architect the irrigation main line when pressure test is complete.
 - a. Pressure supply lines shall be tested under hydrostatic pressure of one hundred fifty pounds per square inch for a period of two hours and must be approved by the Landscape Architect prior to backfilling.

5. Irrigation system coverage test.
 - a. When the irrigation system is completed, determine if the water coverage for lawn and planting areas is complete and adequate. Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Contract Drawings. Irrigation coverage must be approved by the Landscape Architect before any ground cover or turf is planted.

PART 2 - PRODUCTS

2.1 GENERAL

All irrigation equipment shall be new and unused prior to installation and shall conform to the irrigation plan and legend as specified.

2.2 CONTROL WIRES

- A. Two wire integrated communication exchange (twice) cable, Model TW-CAB-14,14- gauge (red/black), polyethylene coated, durable jacketed (red and yellow) wire; ensures communication integrity between auto controller and valve decoder. Red colored jacketed cable – Paige Wire Model No. 180115 or John Deere Model RMCAB14-Red. Yellow colored jacketed cable – Paige Wire Model No. 180118 or John Deere Model RMCAB14-Yellow.
- B. 24-volt conductors shall be U.F. type, solid wire, U.L. approved for direct burial. Minimum size shall be 14 Ga. or as noted on drawings, used to connect remote control valve solenoids to valve decoder.

2.3 COPPER FITTINGS

Fittings shall be suitable for Type 'K' copper pipe installation as per local public works building codes.

2.4 SOLVENTS

PVC primer and solvents – As recommended by manufacturer. Weld-on, Christy, or equal.

2.5 PVC MAIN LINE FITTINGS

- A. Main line fittings for pipe sizes 3", 4", 6", 7", and 8" shall be Leemco self-restrained ductile iron fittings or equal.
- B. Main Line Fittings for pipe sizes of 1 ½" or less, shall be schedule 40 PVC, Type 1, Grade 1, Cell Classification 12454-B, side gated, Lasco or equal.

2.6 LATERAL NON-PRESSURE LINE FITTINGS

Lateral Non-Pressure Line Fittings shall be Schedule 40 PVC, Type 1, Grade 1, Cell Classification 1244-B, side gated, Lasco or equal.

2.7 PVC FLANGE FITTINGS

Flange Fittings shall be PVC Schedule 80, Type 1, Grade 1, Loose Ringer, ANSI Class 150 Flange, Lasco series 954 or approved equal, with full face $\frac{1}{8}$ " thick elastomeric gasket, 5-70 Shore A hardness.

2.8 BALL VALVES 2" AND SMALLER

Valves 2", and smaller shall be two piece, NIBCO-T-580 Series or equal, bronze body, chrome plated ball, blowout proof SRM, reinforced TFE seats, conventional post.

2.9 MASTER VALVE

Ductile iron, epoxy coated rated at 200 psi, normally open with 24 vac solenoid, Netafim Model LHM4FG1-MEL-NO-24 VAC Solenoid or equal.

2.10 SPRINKLER CONTROLLER

As per Irrigation Legend.

2.11 REMOTE CONTROL VALVES

Remote Control Valves rated at 200 PSI, normally closed, red brass body, with manual shut-off and flow adjustments. Valves equipped with 2-watt, 24-volt AC, and 60/50 cycle solenoid. Rain Bird GB-R Series. No known equal.

2.12 QUICK COUPLING VALVES

Quick Coupling Valves shall be Red Brass body and bonnet, 1" size, locking thermoplastic cover, colored purple, Rain Bird 44NP. No known equal.

2.13 NIPPLES AND RISERS

Nipples and Risers shall be PVC Schedule 80.

2.14 MAIN LINE PIPE

A. Main line pipe sized 6", 4", 3", shall be Class 200 PVC gasketed pipe, purple in color, conforming to ASTM-D3139 for reclaimed water use. Pacific Plastics Model "Cycleflow" or equal.

- B. Main line pipe sized 2 ½", and 2" shall be Class 315, PVC gasketed pipe, purple in color, conforming to ASTM-D3139 for reclaimed water use.
- C. Main line pipe, 1 ½" size or less, shall be Schedule 40 PVC pipe, solvent weld, purple in color, in conformance with ASTM D2672 for reclaimed water use. Pacific Plastics Model 'Cycleflow' or equal.

2.15 LATERAL PIPE

Pipe – Lateral, Non-Pressure Line, shall be PVC Schedule 40, solvent weld in conformance with ASTM D1785. Pacific Plastics Model 'Cycleflow' or equal.

2.16 TYPE 'K' COPPER PIPE

Irrigation lateral piping installed to supply on-deck planters shall be Type 'K' copper. Pipe shall be installed under building floors as per local public works building code.

PART 3 - EXECUTION

3.1 SITE CONDITIONS

- A. Before starting Work on irrigation system, carefully check all grades to determine that Work may safely proceed, keeping within the specified material depths.
- B. Do not willfully install the irrigation system as indicated on the Drawings when it is obvious in the field that unknown obstructions, field dimensions, or grade differences exist, that might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the Landscape Architect.
- C. The installation of all irrigation materials, including pipe, shall be coordinated with the landscape Drawings to avoid interfering with the trees, shrubs, or other planting.
- D. Lay out irrigation heads and make any minor adjustments required due to differences between site and Drawings. Any such deviations in layout shall be within the intent of the original Drawings, and without additional cost to the Owner. When directed by the Landscape Architect the layout shall be approved before installation.

3.2 WATER SUPPLY

Connections shall be per plans.

3.3 PIPE FITTINGS

- A. All plastic threaded pipe and fittings shall be assembled using non-hardening sealant
- B. All plastic slip fittings shall be solvent-welded as per pipe manufacturer's recommendations.

3.4 LINE CLEARANCE

All lines shall have a minimum clearance of four inches from each other, and six inches from lines of other trades. Parallel lines shall be installed directly over one another.

3.5 TRENCHING

- A. Dig trench and support pipe continuously on bottom of ditch. Snake pipe in trench to an even grade as noted.
- B. Provide minimum cover of 24 inches for all pressure supply lines.
- C. Provide minimum cover of 24 inches for all control wires.
- D. Provide minimum cover of twelve inches for all other non-pressure lines.

3.6 BACKFILLING

- A. Backfill for trenching shall be compacted to a dry density equal to the adjacent undisturbed soil, and shall conform to the adjacent grades without dips, sunken areas, humps or other irregularities. Initial backfill on all lines shall be of a fine granular material with no foreign matter larger than one inch in size and six to eight inches deep.
- B. All irrigation lines under paving shall be backfilled entirely with sand and compacted.
- C. Trenches shall be backfilled promptly after the open trench inspection.
- D. After initial backfill placement of 6" to 8" over mainline, place caution tape and complete backfill.

3.7 CONTROL WIRES AND CABLES

- A. Unless otherwise specified, connections between controller and remote-control valves shall be made with direct burial cable, manufactured by Rain Master, Model TW-CAB-14, specifically for the twice two wire system. Cable shall be installed in accordance with valve manufacturer's wire chart and specifications.

- B. Between controller and remote-control valves, use a continuous cable. All cable splices shall be made with Rain Master Model TW-Splice-14 water tight connectors.
- C. TW-CAB-14 cable shall be installed in a 1 ½" Schedule 40 PVC electrical conduit installed 24" below grade. Conduit shall be installed per Plan with a minimum space of 4" between cable conduit and edge of main line pipe when that situation occurs.
- D. Wiring shall occupy the same trench and shall be installed along the same route as the pressure supply line wherever possible or as indicated on Plan.
- E. An expansion loop of twelve inches shall be provided at each wire connection and/or directional turn, with all wire pull boxes.
- F. TW-CAB-14 cable shall be red in color for all remote-control valves connected to auto controller 'A', Paige Wire Model No. 180115 or John Deere Model No. RMCAB14-RED. TW-CAB-14 cable shall be yellow in color for all RCV connected to auto controller 'B', Paige Wire Model No. 180118 or John Deere Model RMCAB-14-YELLOW

3.8 PIPE RESTRAINTS

- A. Pipe to pipe restraint is not required at all pipe joints.
- B. Pipe to restraints shall be required as per the Manufacturer's specifications.
- C. Leemco self-restrained ductile iron fittings shall be used on mainline whenever possible. In the event a self-restrained ductile iron fitting is not manufactured for a specific configuration needed, the Contractor may use a Leemco slant bell ductile iron fitting with the appropriate Leemco clamp as a substitution.

3.9 SLEEVING

All lines under paving with Class 200 PVC pipe with minimum 3 pipe sizes larger than the O.D. of the line to be sleeved.

3.10 FLUSHING THE MAIN LINE

Make provisions to flush new main line clean and protect existing main line and existing circuits from any debris.

3.11 FLUSHING THE SYSTEM

After all new irrigation pipe lines and risers are in place and connected, all necessary diversion work has been completed, and prior to installation of irrigation heads, the control valves shall be opened, and a full head of water used to flush out the system.

3.12 ADJUSTING OF SYSTEM

- A. Adjust valves, and alignment and coverage of all irrigation heads.
- B. If it is determined that adjustments in the irrigation equipment will provide proper and more adequate coverage, make all necessary changes, without additional cost to the Owner, prior to any planting.
- C. The entire system shall be operating properly before any planting operations commence.

3.13 CLEAN-UP AND REPAIR

- A. Upon completion of the Work, make the ground surface level, remove excess materials, rubbish, debris, etc, and remove construction and installation equipment from the premises. Dispose of in a safe and legal manner.
- B. Replace and/or repair to the satisfaction of the Landscape Architect all existing paving disturbed during the course of this work. New paving shall be the same type, strength, texture, finish, and be equal in every way to the material removed.

3.14 PIPE RESTRAINTS

- A. Pipe to Pipe restraint is not required at all pipe joints.
- B. Leemco self-restrained ductile iron fittings shall be used on mainline whenever possible. In the event a self-restrained ductile iron fitting is not manufactured for a specific configuration needed, the Contractor may use a Leemco slant bell ductile iron fitting with the appropriate Leemco clamp as a substitution.

3.15 GUARANTEE

- A. The entire irrigation system shall be guaranteed by the Contractor as to material and workmanship, including settling of backfilled areas for a period of one year following the date of final acceptance of the work.
- B. This guarantee is in addition to, and not a limitation of, other rights the Owner may have under the Contract Documents.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

Measurement and payment for all irrigation work will be made as the contract lump sum price bid and shall include full compensation for all items in the Contract Documents. Provide the lump sum price in the space provided on Bid Schedule of Work and Prices.

END OF SECTION 32 84 00

SECTION 32 90 00

LANDSCAPE PLANTING AND MAINTENANCE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Furnish all labor, materials, and equipment required to provide and install the planting, and maintenance indicated on the drawings and these specifications.
- B. Related work: Section 32 84 00 Irrigation

1.2 REQUIREMENTS OF REGULATORY AGENCIES

Any required spraying Work shall be done in accordance with governing agencies.

1.3 SUBMITTALS

- A. Furnish material invoices indicating the quantities of fertilizers, soil amendments, and all materials delivered to the job site. Material invoices must be approved by the Landscape Architect prior to incorporating soil amendments and applying hydroseed materials.
- B. Certificates shall be prepared by the supplier or distributor and shall indicate the quantities and qualities of materials used.

1.4 PROTECTION

- A. Contractor shall check or locate existing structures, electric cables or conduits, utility lines and other existing features or conditions above or below ground level that might be damaged as a result of the operation. Questions or conflicts arising out of such examination prior to or during operation shall be immediately directed to the attention of the Landscape Architect for necessary action or decisions before resuming operation. Contractor shall be responsible for repair or replacement at no cost to the Owner for features or conditions damaged through failure to comply with the above procedures.
- B. Protect existing trees and tree roots from any damage that may be caused as a result of any planting or irrigation operations.

1.5 ALTERNATES

- A. Alternates will not be permitted, except where indicated, and as approved by the Landscape Architect.

1.6 MAINTENANCE

Includes continual maintenance of all landscape Work included in the Contract for a period of ninety (90) days from the time all Work is completed and approved.

1.7 LANDSCAPE ON-SITE OBSERVATIONS

- A. The Contractor shall notify the Landscape Architect forty-eight (48) hours in advance for all required On-Site Observations. The final On-Site Observation shall require seven (7) days advance notice.
- B. The Contractor shall submit for approval a complete work schedule indicating tentative dates for On-Site Observations.
- C. Record drawings shall be current and present at the time of On-Site Observations and shall be updated on a weekly basis.
- D. Landscape On-Site Observations shall be required for the following phases of Work:
 - 1. Job start meeting.
 - 2. Finish grading - When all fine grading work is complete, notify the Landscape Architect for approval prior to proceeding with the planting.
 - 3. Soil Preparation - furnish certificates for soil amendments at this time. Quantities must be reviewed by the Landscape Architect prior to incorporating into soil. When all soil preparation work is complete notify the Landscape Architect for approval prior to proceeding with the work.
 - 4. Irrigation System Review - See Irrigation Section.
 - 5. Review plant material for quality prior to planting. The Landscape Architect has the right to reject any plant material that it deems unacceptable at time of delivery.
 - 6. Review planting during the planting process.
 - 7. Review planting after installation.
 - 8. Pre-maintenance - When all Work has been completed a pre-maintenance walk thru shall be conducted and the contractor must receive approval from the Landscape Architect prior to starting the maintenance period.
 - 9. Maintenance - Notify the Landscape Architect after the maintenance period has progressed for thirty days for a review of all work and make all corrections that are deemed necessary.
 - 10. Final Review - After the ninety-day (90) maintenance period is complete notify the Landscape Architect for a final review of all work. All work must receive approval from the Landscape Architect prior to being deemed complete and or filing a notice of completion.

1.8 GUARANTEE

All plant material shall be guaranteed for one year. This guarantee is in addition to, and not a limitation of, other rights the Owner may have under the Contract Document.

PART 2 - PRODUCTS

2.1 ORGANIC AMENDMENTS

Nitrogen stabilized organic amendments as derived from wood residual.

2.2 FERTILIZER

- A. Hydroseed fertilizer – shall be ‘Best Triple Twelve’.
- B. Soil preparation – shall be ‘Turf Supreme’ 16-6-8
- C. Maintenance – shall be ‘Turf Supreme’ 16-6-8.

2.3 SOIL

Soil shall be existing site soil as approved by the Landscape Architect.

2.4 HYDROSEED

- A. Seed: Seed shall be clearly tagged and labeled showing type of seed, test date, name of supplier and percentage of the following: crop seed, inert matter, weed seed, noxious weeds, and total germination.
- B. Wood Fiber: Wood fiber shall be derived from cellulose such as wood pulp or similar organic material. When used in the applied mixture, an absorptive or porous mat will result on the surface of the ground. Add green dye to mix.
- C. Binder shall be ‘Environ-Mend’ binder or ‘Ecology Controls’ m-binder or equal.
- D. Fertilizer: Fertilizer shall be ‘Best Triple Twelve’.
- E. Hydroseed Mix
 - 1. Hydroseed mix shall be Stover Seed 'Pro Sportsfield Elite' mix at the rate of twelve pounds per 1,000 square feet.
 - 2. Fertilizer at the rate of 400 pounds per acre.
 - 3. Binder at the rate of 160 pounds per acre.
 - 4. Fiber at the rate of 2,000 pounds per acre.

2.5 WATER

Water shall be clean, fresh, suitable for domestic consumption and free from such amounts of mineral and organic substances that would inhibit seed germination or growth.

2.6 EQUIPMENT

- A. Mixing shall be performed in a tank with a built-in continuous agitation and recirculation system of sufficient operating capacity to produce a homogeneous slurry of fiber, tackifier, hydropost, seed and water in the specified proportions.
- B. The discharge system shall be capable of applying the slurry to the ground surface at a continuous and uniform rate.

2.5 SOD

Sod shall be Pacific Sod 'GN-1'.

2.6 SOIL PREPARATION

- A. Backfill Mix for all planting areas on-grade shall be the amended topsoil.
- B. Soil preparation materials shall be the following per 1,000 sq. ft.:
 - 1. Three cubic yards organic amendments.
 - 2. Two pounds of nitrogen.

2.7 MAINTENANCE

Maintenance Materials used in conjunction with the maintenance Work shall conform to the material requirements originally specified for the Work.

PART 3 -EXECUTION

3.1 SITE CONDITION

No plant materials shall be planted until all operations in conjunction with the installation of the irrigation system and the on-deck planter waterproofing is complete and approved by the Landscape Architect. Final grades shall be established, and the planting areas shall be properly prepared and graded.

3.2 GROUND PREPARATION - ALL AREAS

- A. Pleasant Valley Recreation and Parks District shall be responsible for applying an herbicide treatment over the existing turf within project limit of work. The project site will be ready for soil preparation by the Contractor by the agreed upon start of construction date.
- B. Cut out and remove all existing irrigation sprinkler valves and valve boxes from project site, identified as to be abandoned per parks district staff and approved plans.
- C. Using a road renovator, pulverize the existing dead turf into the soil to a depth of 12" below grade. Avoid pulverizing soil beneath all existing tree drip lines where existing tree roots are present, hand cultivate to a depth of 12". The use of small, lightweight tractors to rototill within tree drip lines is permissible as long as there are no tree surface roots that could be damaged as a result of the tilling operations.
- D. Contractor shall be responsible for all on-site survey work required to complete the finish grading operations.
- E. Upon completion of the finish grading operations, trench and install all irrigation equipment as per approved plans and specifications. Do not set heads to grade until final grading operations have been completed.
- F. Upon completion of the irrigation installation, distribute over the planted area all approved soil fertilizers and amendments. Rototill into the soil all fertilizers and amendments to a depth of 6" below grade.
- G. At the completion of the rototilling process, finish grade as per plans and specifications.
- H. After all finish grading procedures have been completed, lower sprinkler heads to finish grade. Hand tamp soil around all heads to prevent sprinkler head from settling below grade. All heads shall be set perpendicular to finish grade.
- I. Finish grade shall be one inch (1") below the adjacent paved surfaces unless otherwise noted on the drawings.

3.3 HYDROSEEDING

- A. Site Conditions: Hydroseeding shall not begin prior to approval of irrigation and fine grading.

- B. **Mixing:** Seed, fiber, binder, fertilizer and water shall be thoroughly mixed into homogeneous slurry of the proper consistency to adhere to the ground surface without lumping or running. Slurry must be applied within four hours after mixing or it shall be rejected and removed from the site and replaced at the contractor's expense.
- C. **Clean Up:** Any slurry, which is sprayed on adjacent building or paved surfaces, shall be thoroughly washed and removed from the site.

3.4 SOD

- A. After soil prep and fine grading is complete, roll lawn areas with a water ballast roller to create even surface. Soil should be moist to a depth of six (6) inches.
- B. To lay sod, select a starting point parallel to the longest straight boundary of the area. Stagger the strips and avoid overlapping edges. Avoid cutting the sod in short narrow strips. Butt edges and ends of sod so that they fit tightly, with no overlapping. Avoid standing or kneeling on sod while it is being laid. After sod is installed, roll lightly to squeeze out air pockets.

3.5 MAINTENANCE

- A. After all Work indicated on the Drawings or herein specified including all planting and hydroseeding has been completed, and approved by the Landscape Architect, the ninety (90) day Maintenance Period shall begin.
- B. Maintain all planted areas by means of continuous watering, weeding, mowing, re-seeding, cultivating, spraying, mulching, trimming, edging, and any operation necessary for their care and upkeep.
- C. Immediately replace any and all plant materials, which, for any reason, die or are damaged while under his care. Replacement plants shall be of the same quality as the originally specified plants. Lawn areas showing sparse growth or die back shall, within fifteen days of written notification be re-sodded with materials originally specified. Any re-sodding or re-seeding of lawn areas shall prolong the maintenance period.
- D. Repair immediately any damage to planting areas.
- E. Depressions caused by vehicles, equipment and foot traffic will be filled with soil, leveled and replanted.
- F. Exterminate gophers and moles, repair damage as above.
- G. Clean-up all planted areas shall be kept free of debris and shall be cultivated and weeded at not more than ten-day intervals.

- H. At completion of the maintenance period, all areas included in the Work shall be clean and free of debris and weeds; all plant materials shall be live, healthy, and free of infestation.
- I. Fertilizing shall be applied at two pounds of actual Nitrogen per 1,000-sq. ft. to all planting areas thirty, sixty, and ninety days after the maintenance period is initiated.
- J. Spraying to all ground cover areas apply a pre-emergent herbicide at the start of maintenance period and end of maintenance period; apply at manufacturer's recommended rate.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

Measurement and payment for landscape planting and maintenance work will be made as the contract lump sum price bid and shall include full compensation for all items in the Contract Documents. Provide the lump sum price in the space provided on Bid Schedule of Work and Prices.

END OF SECTION 32 90 00

APPENDIX A

CONSTRUCTION DRAWINGS

Jordan, Gilbert and Bain Landscape Architects, Inc.
Estimated Cost of Construction
Landscape

DATE: August 28, 2018
PROJECT: Freedom Park Baseball Fields

Base Bid
Complete Project

ITEM	QNTY	UNITS	COST	TOTAL
A. Mobilization Costs, Concrete Work, Infield Mix, Soil Export				
1. Mobilization	1	ea	\$ 10,000.00	\$ 10,000.00
2. Concrete w/ grading	1	ea	\$ 159,165.00	\$ 159,165.00
3. Concrete Mow Strips	1	ea	\$ 9,750.00	\$ 9,750.00
4. Infield Mix w/ Soil Export	1	ea	\$ 80,000.00	\$ 80,000.00
5. Sity Survey	1	ea	\$ 10,000.00	\$ 10,000.00
B. Electrical Site Work				
1. New electrical work	1	ea	\$ 75,000.00	\$ 75,000.00
C. Fencing for Project				
1. Backstops & 10' Fencing	1	ea	\$ 175,200.00	\$ 175,200.00
2. 5' Home Run Fencing	1	ea	\$ 32,160.00	\$ 32,160.00
D. Baseball Field Equipment				
1. Benches for Dug Outs	1	ea	\$ 10,000.00	\$ 10,000.00
2. Foul Poles	1	ea	\$ 24,000.00	\$ 24,000.00
3. Bases / Batter's Boxes	1	ea	\$ 8,000.00	\$ 8,000.00
E. Turf Repair				
1. Repair / Re-Seed Damage	40,500	ea	\$ 1.25	\$ 50,625.00
F. New Sod Infield				
1. New Bermuda sod	3,510	ea	\$ 2.00	\$ 7,020.00
G. Irrigation				
1. New Irrigation Work	1	ea	\$ 93,000.00	\$ 93,000.00

Jordan, Gilbert and Bain Landscape Architects, Inc.
Estimated Cost of Construction
Landscape

DATE: August 28, 2018
PROJECT: Freedom Park Baseball Fields

Base Bid
Complete Project

ITEM	QNTY	UNITS	COST	TOTAL
F. Musco Lighting Installation				\$ 118,000.00
G. Maintenance Period - 90 Days	1	ea	\$7,500	\$7,500
			Subtotal	\$ 869,420.00
			15% Contingency	\$ 130,413.00
			Total	\$ 999,833.00

**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: September 6, 2018

**SUBJECT: CONSIDERATION AND AUTHORIZATION FOR THE
GENERAL MANAGER TO PURCHASE AND HAVE
INSTALLED THE REPLACEMENT POOL SLIDE
COMPONENTS FROM NATURAL STRUCTURES**

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into an agreement with Natural Structures to purchase and install the necessary pool slide tower replacement parts to maintain its structural integrity.

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 has undergone many renovations and upgrades over its 50 years of operation with the most extensive one in 2007 when the pool underwent a significant renovation where:

- new concrete decking and deck drainage was installed
- all underground pool suction and return plumbing from the pool to pump mechanical room was replaced and the pump pit was reconfigured and replumbed to include a new basket strainer
- the plaster and tiles were completely removed and replaced along with new wall ladder inserts with handrails, and underwater lights and
- a 12-foot-high spiral with a total slide run of 65 feet was installed.

The Aquatic Center's spiral slide has been a favorite feature of the Aquatic Center contributing to the Center's popularity. The Pool slide is 11 years old and has held up fairly well up to this point considering the harsh corrosive environment of an indoor pool facility. When the slide was initially sold to the District it was given a life expectancy of approximately 10 years for an indoor pool facility. The current slide tower is constructed of powder coated mild steel which in a normal indoor facility would last many years.

However, an indoor pool environment such as the Aquatic Center is inherently corrosive to mild steel because the constant pool off-gassing of ammonias (a chlorine oxidization byproduct) coupled with high humidity. Staff has done an excellent job maintaining the slide over the past 11 years with scheduled maintenance and annual anti-corrosion treatments and yet we can't stop the corrosion. The structural supports have developed some structural weak points and through thorough inspections, staff has determined which structural components require replacement.

During the FY 2018-2019 budget development, staff identified the Aquatic Center's pool slide refurbishment/replacement as a necessary Capital Improvement Project and requested \$40,000.00 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 \$40,000.00 to complete the project.

ANALYSIS

The Aquatic Center's slide is manufactured by Natural Structures of Baker City, Oregon. Natural Structures specializes in pool slides and sells their products direct to the consumer. Because the parts are not interchangeable with other manufacturers, the District can sole source the procurement of the replacement parts directly with the manufacturer.

Staff has received quotes from Natural Structures that include metal type and corrosion resistant options. The table below summarizes costs of the different options.

Option	Description	Specifications	Price Each	Total with tax and freight	Total with teardown and installation
1	Deluxe Series Replacement Tower 07-P060 Stainless Steel /Hot Dipped Galvanized mild-steel tower posts with thermal plastic coating	Tower guardrails, walls, bracing, deck frame are made of stainless steel. Stairs decks, and stair treads, tread rails are made of aluminum. 6"x6" tower posts hot dipped galvanized and are polyester powder coated 3-5 mils over a chemical resistant Aqua-Kote® for a total coating of approximately 8 mil <u>*Highest corrosion protection available</u>	\$34,322.00	\$39,583.02	\$52,544.02
2	North Star Series (mild steel) thermal plastic coating	All metal is mild-steel and is polyester powder coated 3-5 mils over a chemical resistant Aqua-Kote® for a total coating of approximately 8 mil thick	\$25,217.00	\$29,875.91	\$43,636.91

NOTE: On all options: Stairs decks, and stair treads, tread rails are made of aluminum materials

Staff originally estimated a budget of \$40,000 for this project however since those estimates were generated, some uncontrolled factors have affected the pricing of the equipment. These factors include the following:

- Price increase of steel
- Manufacturer redesign of staircases and staircase platforms for better corrosion resistance (change from mild steel to aluminum with a one-piece aluminum tread design)

The two options would be an improvement over the current equipment in its current condition, however, there should be special consideration of the corrosive environment that is inherent of an indoor pool when selecting the above-mentioned slide component options. Benefits of Option number one: 1) corrosion resistance, 2) longer life expectancy of equipment, 3) recommended by the manufacturer for indoor pool facilities and 4) save staff maintenance hours over the life of the equipment.

It is staff's plan to purchase the replacement slide components by October to ensure that materials will be received in December.

FISCAL IMPACT

The funds in the amount of \$40,000.00 for this project has been allocated with adoption of the FY 2018-2019 budget. However, the final fiscal impact would be dependent on the Board's action.

STAFF RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into an agreement with Natural Structures to purchase and install the necessary pool slide tower replacement parts to maintain its structural integrity.

ATTACHMENTS

- 1) Natural Structures Quotes (2 pages)
- 2) Technical Specifications (2 pages)
- 3) General Information (2 pages)
- 4) Natural Structure Agreement (11 pages)



Parts Order
Quotation/Order Form

OPTION 1

Quote #
105.076.0718.3

Bill To: *Estimator*
Pleasant Valley Recreation and Park District
1605 East Burnley Street
Camarillo, CA 93010

Date: 20-Aug-18
Project: Pleasant Valley
Ship To: 1605 East Burnley Street
Camarillo, CA

93010

Contact: Matt Parker
Phone:
Fax:
E mail: mparker@pvprd.org

Site Contact:
Site Phone:
Customer PO#

Required Delivery Date:

Qty	Catalog #	Description	Price Each	Price Total
1		Deluxe Series Replacement Tower 07-P060	\$32,087.00	\$32,087.00
		Features		
	*	12' 3" Tower with 7/11 Stairs		
	*	(2) Additional Landings		
	*	316 Stainless Steel Fasteners		
1	PTG2-0282	Stainless steel leg band under	\$245.00	\$245.00
		Construction		
	*	Aluminum Construction Stair, landing and Deck platform with a textured thermal plastic coating, non-puddling, non slip design.		
	*	42" Tall Stair Handrails and Deck platform walls with vertical pickets spaced 4" on center or less.		
	*	Stainless Steel Base Plates on all Posts.		
	*	Stairs with 7" enclosed risers, 11" run and a 36" width with two landings.		
	*	Aqua Plast thermal plastic coating on All Steel.		
	*	Deluxe Series: Stainless Steel thermal plastic Aqua-Plast Coated Except Tower and Flume Posts Which Are Mild Steel With Chemical Resistant Aqua-Kote Undercoating and thermal plastic Aqua-Plast Topcoat Note: Platform and Stair Treads Are Textured Aqua-Plast Aluminum		
1	Installation	Natural Structures factory installation, subject to Natural Structures terms and conditions. Includes Tear down of original tower. Disposal of torn down tower material not included.	\$13,761.00	\$13,761.00
1	Galvanized	Hot Dipped Galvanized (4) tower support posts with (2) coat thermal plastic Aqua-Plast top coat.	\$1,190.00	\$1,190.00

This Quote Excludes: Concrete, Footings, Electrical, Plumbing and Installation

PLEASE NOTE: All products are shipped unassembled unless otherwise specified.

Natural Structures is not responsible for obtaining state and local permits.

Taxes by others unless specified. Delivery off loading by others

Forklift Recommended

Ventura County Sales Tax 7.25%

Sub-Total \$47,283.00

TERMS

VISA/MasterCard Accepted

***Tax: \$3,428.02

Freight: \$1,833.00

\$17,514.67 1/3% Down O.A.C. (Balance due on receipt)

Net 30 to Government Agencies

Freight on Board,
Delivered to 93010

Total: \$52,544.02

\$1,418.49 3% cash with order discount on Sub Total

Sara Dixon: 
District Manager

Authorized Signature: _____
Client

Date: _____

Phone: _____

REV.8.04.10 S.S.

NATURAL STRUCTURES

PO Box 270, Baker City, OR 97814 PH: 800-252-8475 Fax: 541-523-5052
Email: sara@naturalstructures.com Website: www.naturalstructures.com



Parts Order
Quotation/Order Form

OPTION 2

Quote #
105.098.0818.2

Bill To: *Estimator*
Pleasant Valley Recreation and Park District
1605 East Burnley Street
Camarillo, CA 93010

Date: 17-Aug-18
Project: Pleasant Valley
Ship To: 1605 East Burnley Street
Camarillo, CA

93010

Contact: Matt Parker
Phone:
Fax:
E mail: mparker@pvrpd.org

Site Contact:
Site Phone:
Customer PO#

Required Delivery Date:

Qty	Catalog #	Description	Price Each	Price Total
1		North Star Series Replacement Tower 07-P060	\$24,972.00	\$24,972.00
		Features		
	*	12' 3" Tower with 7/11 Stairs		
	*	(2) Additional Landings		
	*	304 Stainless Steel Fasteners		
1	PTG2-0282	Stainless steel leg band under	\$245.00	\$245.00
		Construction		
	*	Aluminum Construction Stair, landing and Deck platform with a textured thermal plastic coating, non-puddling, non slip design.		
	*	42" Tall Stair Handrails and Deck platform walls with vertical pickets spaced 4" on center or less.		
	*	Stainless Steel Base Plates on all Posts.		
	*	Stairs with 7" enclosed risers, 11" run an a 36" width with two landings.		
	*	Aqua Plast thermal plastic coating on All Steel.		
	*	North Star Series: All posts, guardrails, flume bands and flume leg supports are Mild Steel. The base plates on tower posts and flume legs are stainless steel.		
1	Installation	Natural Structures factory installation, subject to Natural Structures terms and conditions. Includes Tear down of original tower. Disposal of torn down tower material not included.	\$13,761.00	\$13,761.00
		Options		
0	<Upgrade>	Hot Dipped Galvanized with (2) coat Aqua-Plast top coat	\$4,076.00	\$0.00

This Quote Excludes: Concrete, Footings, Electrical, Plumbing and Installation

PLEASE NOTE: All products are shipped unassembled unless otherwise specified.

Natural Structures is not responsible for obtaining state and local permits.

Taxes by others unless specified. Delivery off loading by others

Forklift Recommended

Ventura County Sales Tax 7.25%

TERMS

VISA/MasterCard Accepted

Sub-Total \$38,978.00

***Tax: \$2,825.91

Freight: \$1,833.00

\$14,545.64 1/3% Down O.A.C. (Balance due on receipt)

Net 30 to Government Agencies

Freight on Board,
Delivered to 93010

Total: \$43,636.91

\$1,169.34 3% cash with order discount on Sub Total

Sara Dixon: 
District Manager

Authorized Signature: _____
Client

Date: _____

Phone: _____

REV.8.04.10 S.S.

NATURAL STRUCTURES

PO Box 270, Baker City, OR 97814 PH: 800-252-8475 Fax: 541-523-5052
Email: sara@naturalstructures.com Website: www.naturalstructures.com

NATURAL STRUCTURES

30" Water Slide Specifications

Models 1615, 1616, 1625, 1628 and 9400 series Z Deck
(-07 is 7" Rise 11" Tread) (-08 is 8" Rise 18" Wide)

SLIDES ARE DESIGNED FOR COMMERCIAL USE IN PUBLIC AREAS

Natural Structures Water Slides meet or exceeds:

The Code of Federal Regulations, Commercial Practices, Chapter 16: Part 1207, as produced by the Consumer Product Safety Act Regulations in Washington, DC 20207 The Federal Register, Consumer Product Safety Commission, Part II, Swimming Pool Slides, January 19, 1976.

"World Water Park Association Considerations for Operating Safety", published by the World Water Park Association, 7474 Village Drive, Prairie Village, KS 66208

"Suggested Health & Safety Guidelines for Recreational Water Slide Flumes" US Dept. of Health & Human Services, Public Health Services, Center for Disease Control

- A. **Deluxe Series:** All walls, guardrails, flume bands, and flume legs are "**Stainless Steel.**" Finish is listed below. The 6" x 6" tower posts are "Mild Steel" with **Aqua-Kote*** a chemical resistant under coating. All stainless steel is type 304. Flat bar is A240. Pipe is grade A312.
- B. **North Star Series:** All posts, walls, guardrails, flume bands, flume legs are "Mild Steel". The base plates on tower posts and flume legs are stainless steel. Finish is listed below. Flat bar steel grade A36. Pipe is steel grade A53 or A120. Tubing is grade A500.

General Specifications

1. **POSTS:** (tower) are 3/16" x 6" x 6" square steel with welded tabs and end caps. The stainless steel base plates are 3/8" x 10" x 10".
Option: Hot dipped galvanized posts
2. **SLIDE FLUME:** is ultra violet stabilized, color impregnated polyethylene 30" I.D. with 0.375" thick wall.
3. **SLIDE SUPPORTS – SUPPORT ARM: (from flume post)** are 3 1/2" O.D. x 1/8" wall pipe with 2x2x3/16 angle support brace.
4. **CONNECTION ARM: (from the support arm to the flume)** is 2 3/8" O.D. schedule 40 pipe. All pipe is grade A53 or A120 stainless steel.

BOTTOM LEGS: are adjustable 2 3/8" O.D. Schedule 40 and 1 7/8" O.D. schedule 40. Bottom legs are stainless steel on the Deluxe and North Star series.
5. **HARDWARE FASTENERS:** for flume seams are 3/8" x 1 1/4" and 1 1/2" #304 stainless steel flat wafer head flume bolt, washer, and lock nuts. Anchor bolts are 1/2" x 3 3/4" stainless steel concrete wedge anchors. All tower, stair and flume hardware is stainless steel. All 3/8" stainless steel bolts have a minimum yield of 30,000 psi and a tensile strength of 90,000 psi.
Note: For pools with tile or other non-structural top surfaces, call Natural Structures' or your slide Representative.
6. **7/11 STAIRS** are manufactured from .100 5052-H32 Aluminum sheet. Stair side channels are 1/4" x 1 11/16 x 6 11/16 6061 Aluminum angle. Stairs are factory assembled in a single piece and ready for handrails. Railings are 42" high for the platform. The guardrails are 1.31" O.D. steel pipe with 5/8" O.D. 16-gauge uprights for the Deluxe & North Star Series and 5/8" solid bar for hot dipped galvanized applications. Stair and tower rungs are spaced for a

4" or less opening. Stairs are textured for safety. Risers are enclosed. Ends are slotted for drainage with additional drain holes in the center of stairway.

The 7/11 stairs are 7" rise, 11" tread, and 36" wide. Also available 48" & 60" wide.

08 Stairs: are 8" rise, 8" tread, 24" wide. The stairs on the 08 series are manufactured from .100 5052-H32 Aluminum sheet. Stair side channels are 1/4" x 1 11/16 x 6 11/16 6061 Aluminum angle. Stairs are factory assembled in a single piece and ready for handrails. Railings are 42" high for the platform. The guardrails are 1.31 O.D. steel pipe with 5/8" O.D. 16-gauge uprights for the Deluxe & North Star Series and 5/8" solid bar for hot dipped galvanized applications. Stair and tower rungs are spaced for a 4" or less opening. Stairs are textured for safety. Risers are enclosed. Ends are slotted for drainage.

Note: Finish on the 08 series stairs is 45-55 mils thick polyethylene copolymer-based thermoplastic coating, designed for maximum mechanical performance, impact resistance and ultra violet (UV) stability. This is applied after fabrication for durability. Note: This is a non-skid protective coating.

7. **VERTICAL STEEL RAILINGS:** are 5/8" OD 16-gauge uprights welded to 1 5/8" O.D. x 0.093" wall. Rungs are spaced for a 4" or less opening. Railings are 42" high.
8. **DECKS** are 6'x6', 8'x8', 8'x16', 12'x20', etc. Deck size will vary on the multi-flume slide platforms. The deck (walking surface) is slip resistant and fabricated of 1/8" 5052-H32 Aluminum Plate formed into planks 10 5/8" wide x 3" Tall. Planks are textured for slip resistance and safety. The planks are secured to a 5 x 3/16 "Z" member angle steel frame. Note: larger decks will use 5 x 1/4 or 6 x 1/4 "Z" members. The 6'x6' decks are used tower heights up to 18' 6".

FINISH:

Deluxe Series: All stainless steel components are polyester powder coated 3 -5 mils for color coordination. Tower and flume posts are powder coated over a chemical resistant Aqua-Kote* under coating for a total coating thickness of approximately 8 mil thick.

North Star Series: Mild steel components are polyester powder coated over a chemical resistant Aqua-Kote for a total coating of approximately 8 mil thick. **OPTION #1:** Hot dipped galvanized mild steel. **OPTION #2:** Hot dipped galvanized with polyester powder coat.

Walking Surfaces: All walking surfaces are 5052-H32 aluminum. This consists of stairs treads, landing treads, & tower treads. They are textured and Aqua-Plast coated which is a copolymer base thermoplastic coating designed for maximum mechanical performance, impact resistance and ultra violet (UV) stability. This is a non-skid protective coating.

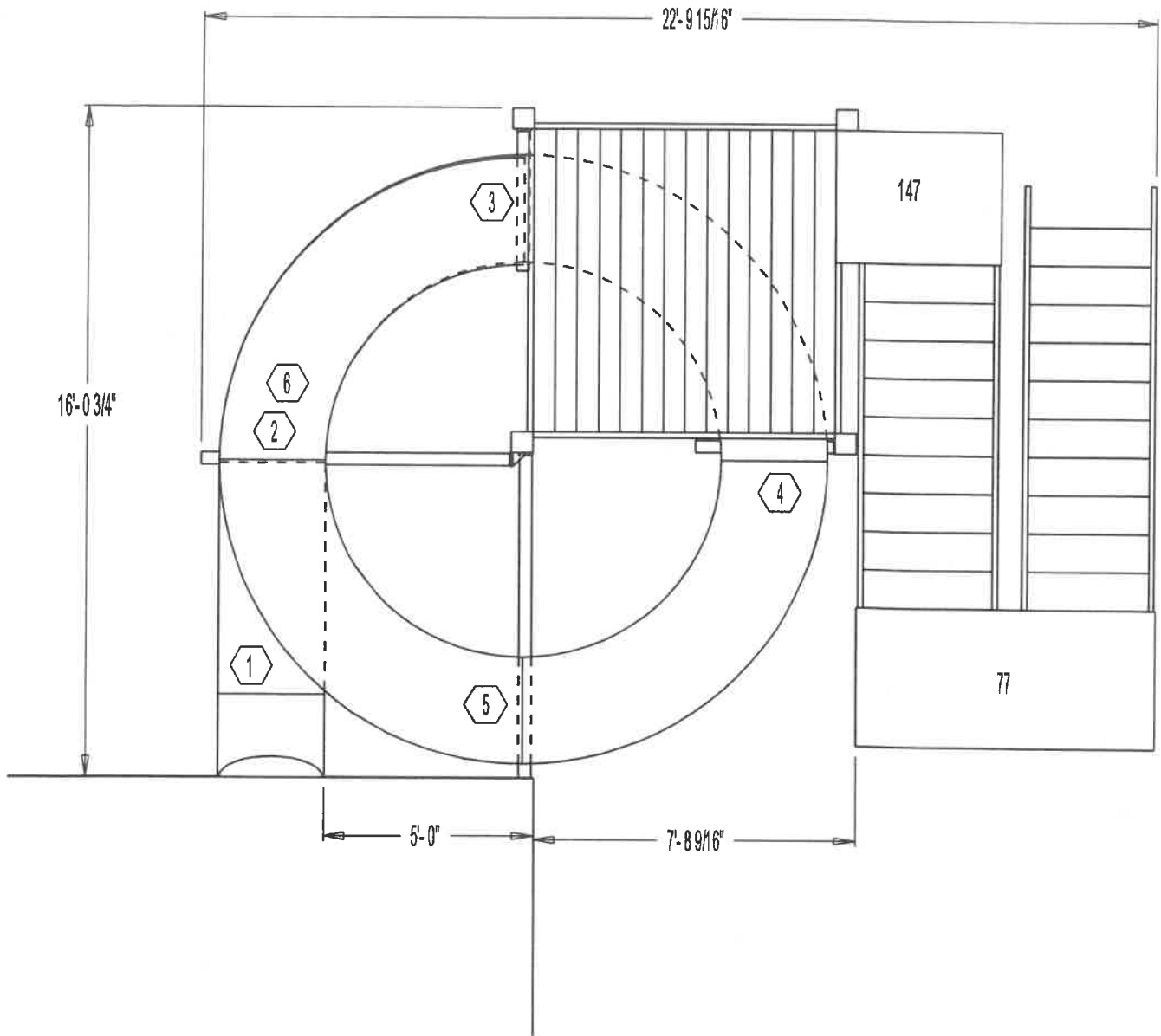
9. **MOUNTING:** Slides are pool deck top mounted. **Note:** Larger anchor bolts may be required for tiled or sand leveled pool deck surface.

Aqua-Kote is a one-part, heat curable, thermosetting epoxy coating designed for corrosion protection of metal in harsh chemical and seawater environment. Polyester powder coating is applied over the Aqua-Kote for color coordination and ultra-violet protection.

Natural Structures

PO Box 270, Baker City, OR 97814
(541) 523-0224 Fax: (541) 523-0231

e-mail: info@naturalstructures.com www.naturalstructures.com Rev. 9/26/2011



~ PLAN VIEW ~

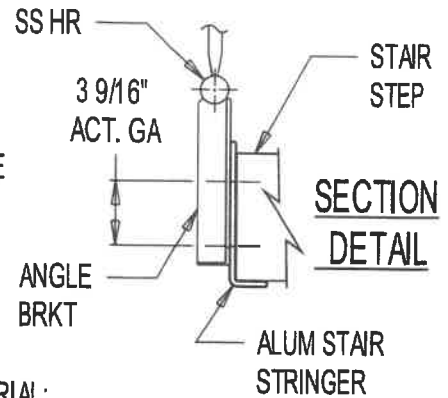
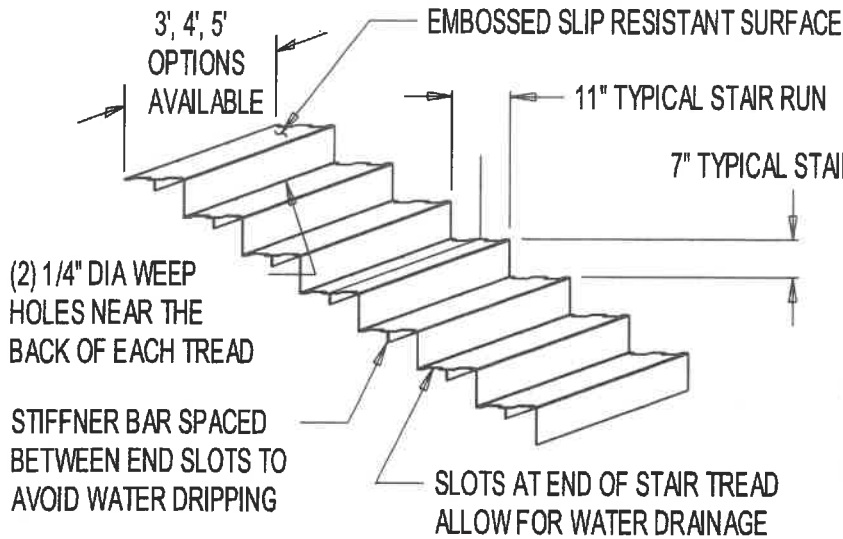
MODEL: 1615M-LH88C56-0736E00
 TOTAL RUN: 65' - 11" RIDE RUN
 SIZE OF FLUME: 30" ID
 SLIDE ENTRANCE HEIGHT: 12' - 9"
 SLIDE PLATFORM HEIGHT: 12' - 3"
 STAIR CONFIGURATION: 7" RISE, 11" RUN, 36" WIDE

SCALE: 1/4" = 1'

SPACE REQUIREMENTS:
 16' - 1" BY 22' - 10"

© 2006 REV. (4/19/07)

ALUMINUM STAIRS WITH HANDRAIL



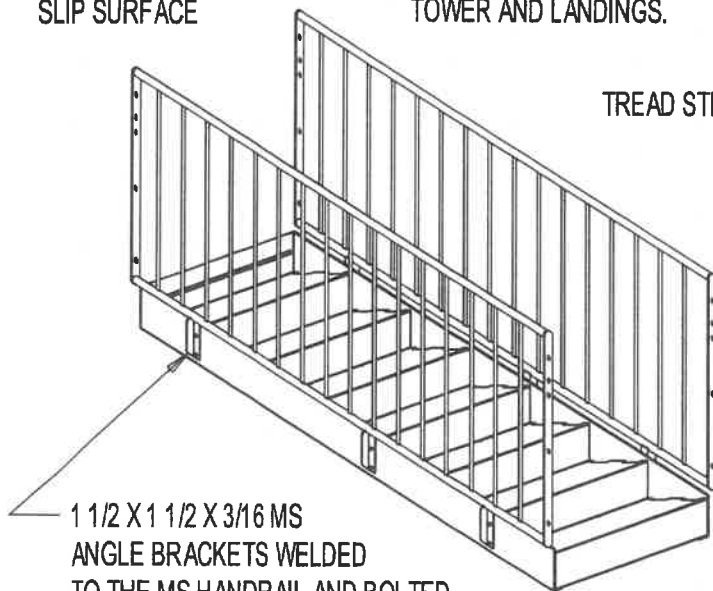
MATERIAL:
5052-H32 ALUMINUM SHEET
BROKEN TO CREATE BOTTOM FLANGE AS REQUIRED FOR UP TO EIGHTEEN STEPS.

ISOMETRIC OF ALUMINUM STEPS

NOTE:
TOP OF TREAD IS EMBOSSSED TO CREATE A NON-SLIP SURFACE

4 X 1/4 ALUM BARSTOCK WELDED ACROSS TOP OF STAIR STRINGERS FOR ATTACHMENT TO THE TOWER AND LANDINGS.

WELDS:
ALL ALUM. WELDING TO CONFORM TO AWS-D1.2 CODE



TREAD STIFFENER

32.471°

42

7

2 1/2 X 2 1/2 X 3/16 ALUMINUM ANGLE WELDED ACROSS BOTTOM OF STAIR STRINGERS FOR ATTACHMENT TO LANDINGS AND POOL DECK.

SECTION THRU CENTER OF STAIRS

NOTE:
ALUMINUM STAIR STEPS ARE SKIP WELDED TO STAIR STRINGERS (BOTH SIDES) TO MAKE AN ALL WELDED SINGLE UNIT STRUCTURE. THE POWDER IS AN "AQUA PLAST" THAT CREATES A TEXTURED SLIP RESISTANT SURFACE FINISH.

ISOMETRIC OF ALUMINUM STAIRS WITH HANDRAIL

CONTRACT FOR POOL SLIDE STRUCTURE TEARDOWN AND INSTALLATION AGREEMENT

PLEASANT VALLEY RECREATION & PARK DISTRICT

1605 E. Burnley Street
Camarillo, CA 93010
Telephone (805) 482-1996 - FAX (805) 482-3468

Important terms of this **Construction Work** ("Agreement") are printed on the following pages. For your protection, make sure that you read and understand all provisions before signing. The terms and conditions are incorporated in this document and will constitute a part of the contract between the parties when signed.

TO: Natural Structures
PO Box 270
Baker City, OR 97814
PH (800)-252-8475
Fax (541)-523-5052

DATE:

xx/xx/2018

Pleasant Valley Recreation & Park District ("District") retains Contractor, and Contractor agrees to perform the following work (the "work") per its attached proposal (incorporated herein) dated **xx/xx/2018**. In the event of any conflict between the terms of Contractor's proposal, the terms of this agreement shall govern.

DESCRIPTION OF WORK

Vendor will completely remove and re-install the pool slide structure with the newly purchased pool slide tower replacement parts as identified in the Natural Structures quotation #105.076.0718.3

Contract price: **\$13,761**

(Time and Materials)(Maximum Not-to-Exceed)

Completion date/Working Days Allowed: 10 working days

Instructions: Please sign and return both originals along with appropriate insurance documentation. Upon acceptance by District a copy will be signed and promptly returned to you. Insert below the names of your authorized on-site representatives.

District:
Pleasant Valley Recreation and Park District
1605 E. Burnley St.
Camarillo, CA 93010

Contractor:
Natural Structures
PO Box 270
Baker City, OR 97814

By: _____
Mary Otten
General Manager

By: _____
Name:
Title:

ATTEST: _____
Anthony Miller
Clerk of Board

By: _____
Name:
Title:

**PLEASANT VALLEY RECREATION & PARK DISTRICT
POOL SLIDE STRUCTURE TEARDOWN AND INSTALLATION AGREEMENT
TERMS AND CONDITIONS**

Scope of Construction Work - Contractor shall diligently undertake and perform the construction work described in its proposal referenced above. District reserves the right in its discretion to award work outside the scope of Contractor's proposal to other contractors. Contractor represents and warrants that it, and applicable subcontractors, currently possesses the contractor's license(s) [redacted] required by the State of California for performance of the type of work to be undertaken pursuant to this Agreement. At all times during the term of this Agreement, Contractor shall maintain in good standing such license(s) with the State of California. This contract prohibits work by contractors or subcontractors who are ineligible under [Lab C §§1777.1](#) and [1777.7](#).

The District will compensate the Contractor for utilities relocation work not shown on the District's plans and agrees that liquidated damages shall not be imposed for any delay caused by the District's or a public utility's failure to provide for removal or relocation of utility facilities.

Term of Agreement - All work to be done under this contract shall be completed **within Ten (10) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Unless otherwise earlier terminated as specified elsewhere herein, this Agreement shall commence on the date first set forth above and shall expire on the completion date set forth above.

Liquidated Damages in the amount of **\$200/day** will apply to this project.

Authorized Representatives - Contractor shall not accept direction or orders from any person other than the District's General Manager or any District authorized representative(s) listed on the signature page hereto.

Payment Terms - District shall pay compensation to Contractor on a time and material reimbursement basis for a maximum not-to-exceed amount of **Thirteen Thousand, Seven Hundred, Sixty-One Dollars (\$ 13,761)** in accordance with Contractor's proposal referenced above. District shall pay Contractor within thirty (30) days after receipt of an undisputed and properly submitted payment request from the contractor, with the exception of any disputed amount(s) which may be withheld until resolution of the dispute, or the District will pay Contractor interest at the legal rate on any delayed progress payment. Any payment request not to be a proper payment request suitable for payment shall be returned to Contractor as soon within 7 days of receipt with a document stating in writing the reasons why the payment request is not proper. No payment made pursuant to this Agreement shall be conclusive evidence of Contractor's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Contractor's work.

Changes To Work, Method, Cost, etc. - Any change in the scope of work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the work, will not be paid for or accepted by District unless such change, deletion or addition is

approved in advance, in writing, or by a supplemental or amended change order executed by District's General Manager or authorized representative listed hereto.

Prevailing Wages Requirements - In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards, and federal standards when applicable. State Labor standards provisions, including prevailing wage requirements, will be enforced and the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to undertake all work contemplated in this Agreement. Contractor and all subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, will be posted at the job site, and are available to any interested party on request. Contractor shall comply with all statutory requirements relating to certified copies of payroll records, including maintenance of the records, their certification, and their availability for inspection. The statutory penalties for failing to pay prevailing wages and/or comply with wages and hour laws will be enforced. Contractor agrees that eight hours' labor constitutes a legal day's work.

Employment of Apprentices - Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices. The Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

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

Independent Contractor - It is the express intention of the parties that Contractor is an independent contractor and not District's employee; and that the employees of Contractor, and Contractor's subcontractors and their respective employees, are not District employees and are not entitled to any of the rights, benefits or privileges attributable to District employees. Contractor shall have control of the means, methods and details of performance of its work and services and shall only be subject to the general direction and supervision of District's General Manager or authorized representative listed hereto to ensure the results contracted for are achieved. The parties do not intend and shall not act as agents, employees or partners of one another.

Termination of Agreement - During its term, this Agreement may be sooner terminated by written notice of termination as follows:

A. By either party, in the event the defaulting party fails to cure a material breach of this Agreement within five (5) days of receipt of a written notice from the non-defaulting party of such material breach.

B. By District, without cause and without penalty or cost to District, immediately upon written notice, given in the sole discretion of District's General Manager or authorized representative. Termination without cause does not excuse District's obligation to compensate Contractor reasonably for work performed up until termination.

C. In the event of termination as provided in this section, District without penalty may relet or award the work to another Contractor or perform such work itself.

Indemnification - To the fullest extent permitted by law, Contractor shall defend, indemnify and hold District and its directors, officers, employees and agents, from and against:

A. Any and all claims, damages, lawsuits, actions, costs, expenses, losses or liabilities, including reasonable attorneys' and experts' fees and costs incurred in litigation (hereinafter collectively "claims"), in law or equity, of every kind or nature whatsoever, but not limited to injury or death of any person or damage to or the destruction of any property of any person, including District, its directors, officers, employees, or agents, or Contractor or its employees, agents or subcontractors, arising out of or in any manner directly or indirectly related to the work to be performed under this Agreement including prevailing wages, however caused, except and only to the extent caused by the active negligence, sole negligence or willful misconduct of District, its directors, officers, employees or agents.

B. Any and all actions, proceedings, damages, costs, expenses, penalties, fines, or liabilities, in law or equity, of every kind and nature whatsoever, arising out of, resulting from, or on account of any violation of any applicable federal, state or local governmental law, ordinance, rule or regulation, compliance with which is Contractor's responsibility.

C. Submission of insurance certificates or other proof of insurance shall not relieve Contractor from liability under these provisions. Contractor's indemnification obligations herein shall apply whether or not Contractor's insurance policies shall have been determined to apply to any such claims. These indemnification obligations shall survive the expiration or termination of this Agreement.

The District will timely notify Contractor of any third-party claims received related to this Agreement.

Laws, Regulations and Permits - At its expense, Contractor shall give all notices and (unless otherwise provided herein) obtain all permits for the work required by law, and comply with all applicable laws, ordinances, rules and regulations pertaining to the conduct of the work. Contractor shall be liable for all violations of law in connection with its performance of the work. If Contractor observes that any drawings or specifications provided are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify District's General Manager or authorized representative in writing and any necessary changes shall be made by written instruction or change order. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to

the District's General Manager or authorized representative, Contractor shall bear all costs arising therefrom.

Safety - Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall designate, in writing, a responsible representative at the worksite whose duty shall be the prevention of accidents, and the maintenance and supervision of safety precautions and programs. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor.

In carrying out its work, Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements, including State of California Department of Industrial Relations (Cal/OSHA) regulations; construction safety orders and safety orders; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; first aid; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Contractor shall be responsible for the safeguarding of all utilities. At least two (2) working days before beginning work, Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. Contractor shall immediately notify District and the utility owner if Contractor disturbs, disconnects, or damages any utility.

For any work involving excavation of trenches of five (5) feet or more in depth, Contractor shall comply with the requirements of Section 6705 of the California Labor Code (including but not limited to preparation and submission of excavation/trench safety plans), which provisions are incorporated herein as if fully set forth. For any work pertaining to the digging of trenches or other excavations extending deeper than four (4) feet below the surface and the discovery of hazardous waste or subsurface or unknown latent physical conditions differing materially from those ordinarily encountered, Contractor shall comply with the requirements of California Public Contract Code Section 7104, which provisions are incorporated herein as if fully set forth.

Commercial General Liability and Automobile Liability Insurance - Contractor shall provide to District and shall maintain at all times during the performance of this Agreement, the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

2. Insurance Services Office (ISO) Business Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

1. **General Liability** - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. District, its directors, officers, employees and agents are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of the activities performed by or on behalf of Contractor; products and completed operations of the Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, employees, or agents.
2. For any claims related to the work, Contractor's insurance shall be primary insurance as respects District, its directors, officers, employees, or agents. Any insurance, self-insurance, or other coverage maintained by District, or its directors, officers, employees, or agents shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or agents.
4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or Contractor, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to District.

Such liability insurance shall indemnify Contractor and its subcontractors against loss from liability imposed by law upon, or assumed under contract by, Contractor or its subcontractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions as respects District, its directors, officers, employees and agents; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers - Insurance is to be placed with insurers meeting current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by District.

Workers' Compensation Insurance - By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. Before starting work on this project, Contractor shall sign and file with the District this statement acknowledging these obligations:

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

Workers' Compensation and Employer's Liability Insurance - Contractor and all subcontractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "*Workers' Compensation and Insurance Act*," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide employer's liability insurance in the amount of, at least, \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Contractor, its employees, agents and subcontractors.

Responsibility for Work - Until the completion and final acceptance by District of all the work under and implied by this Agreement, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectations, and repairs occasioned or rendered necessary by causes of any nature, except those beyond Contractor's control.

Contractor shall waive all rights of subrogation by any insurer of Contractor against District, its directors, officers, employees, and agents. Contractor shall procure and provide endorsement(s) to District to this effect.

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

Evidences of Insurance - Prior to execution of the Agreement, Contractor shall file with District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against District. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

Contractor shall, upon demand of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this Agreement, Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District at least ten (10) days prior to the expiration date.

Subcontractors - In the event that (with District's approval) Contractor employs other contractors (subcontractors) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above. Contractor shall promptly pay all subcontractors and materials suppliers consistent with law.

Notices - All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed to the signatories of the parties as set forth above. Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

Anti-Discrimination - Contractor shall not exclude from its employment in the performance of this Agreement any person on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Contractor shall comply with all applicable local, state and federal laws relating to equal employment opportunity rights.

No Assigns or Subcontractors Without Consent of District - Contractor shall not assign this Agreement, or utilize subcontractors in the performance of the work, without the written consent of District's General Manager. District may withhold such consent in its sole discretion.

No Waiver - No failure by District in asserting any of its rights or remedies as to any default of Contractor shall operate as a waiver of the default, or any subsequent or other default by Contractor, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and

maintain any actions or proceedings which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance thereof.

Partial Invalidity - If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall not be affected, impaired or invalidated thereby.

Integration - No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

Rules of Interpretation - The terms of this Agreement have been negotiated by the parties and the language used herein shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

California Law - This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any provisions of law which are applicable to this Agreement, even if not specifically included herein, are incorporated by reference herein as if set forth in full, and Contractor shall comply with such provisions.

Disputes - Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

District Employees - Contractor agrees that no employee of District shall be employed by Contractor during the period this Agreement is in effect.

Guarantee - Contractor hereby guarantees that the entire work constructed and/or performed by it under this Agreement will meet fully all requirements thereon as to quality of workmanship and of materials furnished by Contractor. If District notifies Contractor of any defects in quality of workmanship or materials within one (1) year following the completion of work, Contractor at its expense, with no charge to District, shall repair such work and/or replace such materials.

Payment Bond - If the cost of the construction work exceeds \$25,000.00, Contractor shall furnish to District a payment bond, in a form satisfactory to District, from a surety insurer admitted in California. Premiums for the payment bond shall be compensable to Contractor (without markup).

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

Resolutions of Claims - When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

Counterparts - This Agreement may be executed in counterparts, a complete set of which shall be deemed an original and one single document. Signatures may be transmitted via facsimile or electronic transmission and are deemed given as of the date of transmittal.

This document shall become a valid contract only when accepted by Contractor, and subsequently by District, and together with the Contractor's Proposal shall constitute the entire agreement between the parties.

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

TO: BOARD OF DIRECTORS

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

DATE: September 6, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF THE
PLEASANT VALLEY AQUATIC CENTER POOL
SHELL RESURFACING REQUEST FOR PROPOSAL**

RECOMMENDATION

It is recommended that the Board review and approve the Request for Proposal and Technical Specifications for the Pleasant Valley Aquatic Center Pool Shell Resurfacing and authorize staff to initiate the bid process.

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 has undergone many renovations and upgrades over its 50 years of operation with the most extensive one in 2007 when the pool underwent a major infrastructure renovation where:

- concrete decking and deck drainage were installed
- the main pool entry was expanded per the Ventura County Environmental Health Division's code requirements
- all underground pool suction and return plumbing from the pool to pump mechanical room was replaced and the pump pit was reconfigured and re-plumbed to include a new basket strainer
- the plaster was completely removed and replaced along with new lane line and target tiles, wall ladder inserts with handrails, underwater lights, coping tile and entry stair tread tiles.

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 held up pretty well until about 2 years ago when the plaster started to pop off around the pool's suction inlet, underwater light niches and stair entry tiles. Around that same time in 2016, the County of Ventura Environmental Health Division had inspected the pool and noted the deterioration of the

pool plaster and the intrusion of rust from underlaying re-bar on their report (Attachment 2) with the direction to patch and fix those areas. Since then, the pool's plaster condition has worsened and the Ventura County Environmental Health Division has now put the District on code violation notice (Attachment 3), 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 \$135,000.00 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 \$135,000.00 to complete the project.

ANALYSIS

Staff has evaluated several pool shell resurfacing options and narrowed them down to two (2) options: fiberglass and plaster. The characteristics of plaster lined pools vary greatly from those with fiberglass linings because of the product itself. The table below lists the most common problems associated with swimming pools and how fiberglass and plaster are affected by those problems.

Pool Conditions	Plaster	Fiberglass
Rough Surface	Since plaster is a porous surface, as plaster wears, the roughness increases. Deterioration generally starts within 3-5 years or sooner and has a life expectancy of about 10 years depending on water chemistry, maintenance program, plaster mix and application technique.	Remains smooth for many years. Fiberglass is an inert non-porous surface that has a life expectancy of 15-20 years.
Structural Cracks	Any substantial pool movement can cause cracks and leaks.	Adds structural strength to the pool shell. Prevents leaking.
Blemishes and Stains	Subject to stains which can occur when the water is initially introduced to the pool surface.	Resistant to all the usual causes of stains associated with plaster.
Water Chemistry	Very sensitive to incorrect water chemistry. Plaster surface easily compromised.	Inert surface which is less sensitive to out-of-balance water chemistry.

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. In response to these increases, staff feels it would be appropriate to consider a fiberglass alternate pool liner as project costs may be

more in line with the District's goals of utilizing a pool shell substrate that could potentially last 2 times longer. Fiberglass's inert properties would reduce maintenance and chemical cost over its 20-year life expectancy. Budgetary estimates for a fiberglass pool shell came in at \$160,000.

Staff is requesting the Board to provide direction as to how they would like staff to solicit for proposals regarding the different options of pool shell surfacing material. The following are suggested options:

- 1) RFP for a six (6) stage fiberglass pool shell
- 2) RFP for standard pool plaster with alternate pricing for upgraded quartz plaster

Staff's plan is to start this project by January 2019 and have it completed by mid-February to allow at least 2 weeks to balance the pool's water chemistry before opening to the public in March 2019. Any delays in initiating the RFP process could 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

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

RECOMMENDATION

It is recommended that the Board review and approve the Request for Proposal and Technical Specifications for the Pleasant Valley Aquatic Center Pool Shell Resurfacing and authorize staff to initiate the bid process.

ATTACHMENTS

- 1) RFP/Contract & Specs (84 pages)
- 2) Health Inspection Report 1.19.16 (2 pages)
- 3) Health Inspection Report 7.25.18 (2 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

**PLEASANT VALLEY AQUATIC CENTER - POOL
SHELL**

RESURFACING PROJECT

FISCAL YEAR 2018-2019

PVAC-2018-1

BID OPENING: September 10, 2018

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

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

PVAC-2018-1

FISCAL YEAR 2018-2019

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

RCE _____

PLEASANT VALLEY RECREATION & PARK DISTRICT
PLEASANT VALLEY AQUATIC CENTER - POOL SHELL
RESURFACING PROJECT

PVAC-2018-1

FISCAL YEAR 2018-2019

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

FOR THE

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

PVAC-2018-1

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, CA 93010, up to the hour of **2:00 P.M., October 10, 2018**, at which time they will be publicly opened and read aloud in the Administrative Conference Room, **Camarillo, California**, for performing the following work:

PLEASANT VALLEY AQUATIC CENTER - POOL SHELL RESURFACING PROJECT

PVAC-2018-1

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

The words "**PLEASANT VALLEY AQUATIC CENTER - POOL SHELL RESURFACING PROJECT, SPEC. NO. PVAC-2018-1**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting Tuesday /September 18, 2018, at **9:00 A.M.**, located at **1030 Temple Avenue** Camarillo, CA 93010.

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to **PLEASANT VALLEY AQUATIC CENTER - POOL SHELL RESURFACING PROJECT**. The work will take place at 1030 Temple Avenue in Camarillo, California 93010, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE PROJECT MANAGER ESTIMATE FOR THIS PROJECT IS: \$135,000.

COMPLETION OF WORK: 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" to be issued by the Project Manager.

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

OBTAINING CONTRACT DOCUMENTS: Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/parks/capital>. Paper copies are also available in Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

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

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

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

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

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

CONTRACTOR'S LICENSE: At the time of 'Award of the Contract,' the Prime Contractor must have a valid California State Contractor's License with a classification of **'A, B or C-8'** in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

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

BID REGISTRATION: Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on September 18, 2018 commencing at 9:00 am, Park's Aquatic Center located at **1030 Temple Avenue** Camarillo, CA 93010.

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

INSTRUCTIONS TO BIDDERS

BID REGISTRATION: Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on Tuesday September 18, 2018 commencing at 9:00 am, located at 1030 Temple Avenue Camarillo, CA. **BID REGISTRATION FOR PLEASANT VALLEY AQUATIC CENTER**
- POOL SHELL RESURFACING PROJECT, PVAC-2018-1

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **PLEASANT VALLEY AQUATIC CENTER - POOL SHELL RESURFACING PROJECT, PVAC-2018-1**. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

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

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

DISCREPANCIES IN BIDS: In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the

amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

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

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

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

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

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

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

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

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

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

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

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the District on the form agreement provided and shall secure all insurance and bonds as herein provided within **ten (10) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$3,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

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

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

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

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design

Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the project following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the project.

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

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

WAGE RATES: In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage

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

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

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

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

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

PVAC-2018-1

FISCAL YEAR 2018-2019

PLEASANT VALLEY RECREATION & PARK DISTRICT

C-1

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.						
2.						
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					\$	
TOTAL BID AMOUNT IN WORDS _____						

Bidder Name

Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 201__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

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

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

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

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

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

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

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

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

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

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

Date of Inspection: _____

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

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

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

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

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

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

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

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

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

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

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

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

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

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

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

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

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

QUESTIONNAIRE

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

Yes _____ No _____

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

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

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

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

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

Contractor's State License Number and Classification

License Expiration Date

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

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

Signature **State License Number and Classification**

Street Address **City** **State** **Zip Code**

Telephone Number

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

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

The undersigned declares:

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

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

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

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

AGREEMENT

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

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

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled **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: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **PLEASANT VALLEY AQUATIC CENTER - POOL SHELL RESURFACING PROJECT, PVAC-2018-1;**

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

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

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

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

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

PRINCIPAL
SURETY

Address of Surety: _____

CITY
ZIP

STATE

**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

H-1

**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

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

Labor Code Section 3700

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

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

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

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

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

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860

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

APPRENTICESHIP REQUIREMENTS

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

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

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

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

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

NOTICE

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GP-6

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

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

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:

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- (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.

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

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

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

P. CHANGES IN WORK:

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

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

Q. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"20104.2. Claims; requirements; tort claims excluded

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waives 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.

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

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

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

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

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

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

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and

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

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

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

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

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

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

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

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

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

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

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

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

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

TECHNICAL PROVISIONS**PLEASANT VALLEY RECREATION & PARK DISTRICT****PLEASANT VALLEY AQUATIC CENTER - POOL SHELL
RESURFACING PROJECT
PVAC-2018-1****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 11, 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 ½" 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 escursion 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

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 8, 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 tip 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 hydrolytic 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 manufacture's recommendation for fiberglass adhesion of cast-in-place concrete or shotcrete 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 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. Preconstruction 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 General Engineering C-52 or Contractor B license 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 jobsite.
- 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.

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TECHNICAL PROVISIONS
PLEASANT VALLEY RECREATION & PARK DISTRICT
PLEASANT VALLEY AQUATIC CENTER - POOL SHELL
RESURFACING PROJECT
PVAC-2018-1

SCOPE OF WORK:

Contractor shall supply all parts, labor, and equipment to remove and replace pool plaster for the 25 Meter Competition/ Recreation pool at the Pleasant Valley Aquatic center located at 1030 Temple Ave. Camarillo, CA. 93010. Project and 5 day drain period to start on January 7th, 2019, with project completion and open to public on Monday, February 11, 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 lane marking tiles, floor inlet diffusers, lighting niches, pre-fab inset stairs, and tiled wall steps to be cut around 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 plaster 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. Tile repair of approximately 20% of pools 2" x6" top cap and 6" x 6" water line tile with "Dal-tile 0169 Waterfall" Laser leveling required for even water flow around entire perimeter of the pool.
- C. 1/2" to 1" Standard white quartz plaster option.
- D. 1/2" to 1" White Marble dust plaster with 85 minimum brightness uniformly graded.
- E. 1/2" to 1" "Construction Grade Polymer Posalene Hydrazzo® Artic White" plaster option.
- F. Gutter waterproofing repair application of entire cantilever deck recessed gutter. Apply Elastomeric "Membrane C" 30% elasticity material to meet industry standards.

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 plaster care through the final inspection and ending on the date of January 15, 2018.
- E. Contractor to refer to California Department of Public, Health pertains CLPCA: "Reference Specifications"- California Lathing and Plastering Contractors Association, ASTM C926.
- F. Swimming pool plaster shall conform with requirements of Chapter 31B of California Building Code, latest Edition.
- G. Contractor to refer to ANSI A108: Specifications for the Installation of Ceramic Tile.
- H. 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.
- I. 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 plastering shall be done under unsuitable conditions of weather or temperature. No plastering shall be done when prevailing temperature is 40 degrees Fahrenheit or less.
- B. Do not install plaster during rain and, if rain commences after plastering has begun, immediately protect the plaster from rain by all means necessary until the plaster has set.
- C. Do not install plaster during wind greater than 10 mph and, if wind commences after plastering has begun, immediately protect the plaster from wind by all means necessary until the plaster has set.
- D. Contractor is responsible for waste water and process material management considerations to meet City sewer discharge requirements.
- E. Contractor responsible to follow City illicit discharge and storm water quality requirements.

Preparation:

- A. Do not apply plaster over dirt, rust scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of a durable plaster finish.
- B. Consult with manufacturer on application to specific surface being treated. Follow manufacture's recommendation for plaster adhesion of cast-in-place concrete or shotcrete surfaces prior to application of plaster.
- C. Protect ceramic tile, decking, deck equipment, gratings, fittings and other items by suitable coving or masking.
- D. Mask or remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place not to receive pool plaster. Following completion of plaster for each space or area remove masking. Re-install all removed items utilizing workers skilled in the trades involved.
- E. 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 plaster. Be certain to completely enclose pool fittings with plaster to ensure a leak-proof seal around pipes, fittings, lights, anchors, etc.

Application:

- A. Apply plaster materials in accord with manufacturer's directions, and complying with ANSI/ASTM C926
- B. Less than 2% of Calcium Chloride is to be used as the plaster accelerator
- C. Into the repair coat of the concrete surfaces, trowel a finish coat of the specified plaster to a thickness of 1/2 "to 1" maximum. If leveling coat is required, use a brown coat application of one part cement to three parts clean, washed sand.
- D. Float the plaster to a uniform plane and trowel to a smooth, dense, impervious surface using extreme care to avoid stains.
- E. Produce surfaces free of visible junction marks in finish coat where one day's work adjoins another.
- F. Mix only enough plaster as can be used in one hour.
- G. Do not re-temper mixes after initial set has occurred.

Curing:

- A. Preparation: Anticipate the need for required equipment and have all such equipment immediately available for use upon completion of pool plastering.
- B. Pool Filling
- C. After the plaster has sufficiently dried, and before drying has proceeded to a damaging point, cure the plaster by gradually filling the pool with water, preventing all damage to finished plaster 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 plaster finish twice daily for 5 consecutive days immediately after plastering pool to remove plaster dust and calcium carbonate scale.
- F. At end of 5-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. Preconstruction 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 plaster.
- D. District and any Permitting Agency shall inspect plaster 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 five (5) 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 General Engineering C-52 or Contractor B license 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 "No Fee" 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 jobsite.
- 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



COUNTY OF VENTURA ENVIRONMENTAL HEALTH DIVISION

800 South Victoria Avenue, Ventura, CA 93009-1730 (805) 654-2813 FAX (805) 654-2480
Internet Web Site Address: <http://www.ventura.org/rma/envhealth/>

SWIMMING POOL INSPECTION REPORT

Facility Name: PLEASANT VALLEY SWIMMING POOL
Site Address: 1030 TEMPLE AVE
CAMARILLO

Owner: PLEASANT VALLEY REC & PARK DIS
1605 E BURNLEY
CAMARILLO, CA 93010

Telephone:

Inspection Date: 1/19/2016
Facility ID: FA0001104

Inspector: HOLLY SANFORD
Phone: 805-654-2825
email: HOLLY.SANFORD@ventura.org

Program ID	PE	Pool Type	Pool Description	Service			
PR0001112	3602	SWIMMING POOL	INDOOR POOL	INSPECTION, ROUTINE			
Free Disinfectant Residual:		pH:	Cyanuric Acid Level:	Flow Rate:	Influent:	Effluent:	Spa Temperature:
3.0 ppm Cl/Br		7.2	ppm	657 gpm	12 psi	5 psi	°F
		Required: 7.2 - 7.8	Required: less than 100 ppm				Max Limit: 104 °F

Inspection of this public pool revealed the following violations of Title 22 & 24, California Code of Regulations (CCR) and Health and Safety Code (HSC).

1. MAINTENANCE - POOL SHELL SURFACE

24 CCR 3103B, 24CCR 3108B

POOL SHELL SURFACE IS DETERIORATED. RESURFACING OF THE POOL SHELL IS REQUIRED.

PROVIDE A SMOOTH, WATERPROOF INTERIOR POOL FINISH THAT WILL WITHSTAND REPEATED BRUSHING, SCRUBBING, AND CLEANING PROCEDURES. THE INTERIOR FINISH SHALL COMPLETELY LINE THE POOL TO THE TILE LINES, COPING, OR CANTILEVERED DECK.

SUBMIT THREE SETS OF PLANS AND SPECIFICATIONS OF THE PROPOSED CONSTRUCTION ACTIVITIES TO THE VENTURA COUNTY ENVIRONMENTAL HEALTH DIVISION (EHD) FOR REVIEW AND APPROVAL. AT THE TIME OF PLAN SUBMITTAL, COMPLETE THE APPLICATION FOR A PERMIT TO CONSTRUCT AND REMIT THE APPLICABLE FEE. ALL CONSTRUCTION MUST BE APPROVED PRIOR TO REOPENING THE POOL FOR USE.

Violation Comment: THE POOL SURFACE IS STARTING TO DETERIORATE. OBSERVED DETERIORATED SPOTS AT DEEP END OF POOL NEAR THE SLIDE OUTLET. AT THIS TIME THE POOL SURFACE CAN BE PATCHED.

REPAIR THE SURFACE OF THE POOL WHERE REBAR HAS RUSTED THROUGH THE PLASTER ON AND ADJACENT TO THE STAIRS.

General Comments: CORRECT ALL VIOLATIONS IMMEDIATELY.

Received by:

email
Signature

Printed Name:

Holly Sanford
HOLLY SANFORD
Environmental Health Specialist
Phone: 805-654-2825

Please take a moment to provide feedback from today's inspection. An opinion form can be completed at <http://www.ventura.org/rma/envhealth/hawd.html>. You may also scan this code with your mobile device.





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Site Address: 1030 TEMPLE AVE
CAMARILLO

Owner: PLEASANT VALLEY REC & PARK DIS
1605 E BURNLEY
CAMARILLO, CA 93010

Telephone:

Inspection Date: 1/19/2016
Facility ID: FA0001104

Inspector: HOLLY SANFORD
Phone: 805-654-2825
email: HOLLY.SANFORD@ventura.org

Program ID	PE	Pool Type	Pool Description				Service		
PR0001112	3602	SWIMMING POOL	INDOOR POOL				COMPLAINT INVESTIGATION		
Free Disinfectant Residual:		pH:	Cyanuric Acid Level:	Flow Rate:	Influent:	Effluent:	Spa Temperature:		
ppm Cl/Br		Required: 7.2 - 7.8	ppm Required: less than 100 ppm	gpm	psi	psi	°F Max Limit: 104 °F		

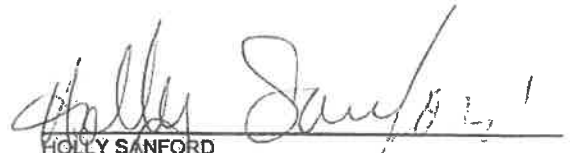
General Comments: A COMPLAINT WAS RECEIVED BY THIS DIVISION ALLEGING THAT THE SHOWERS DO NOT HAVE HOT WATER. MANAGER WAS AWARE OF THE COMPLAINT. PER MANAGER FACILITY HAS REPAIRED THE RECIRCULATION PUMP FOR THE HOT WATER AND HOT WATER IS NOW PROVIDED.

OBSERVED HOT WATER AT THE SHOWERS AND HANDWASH SINKS AT TIME OF INSPECTION.

NO VIOLATIONS OBSERVED IN REGARDS TO THE COMPLAINT AT TIME OF INSPECTION. ENSURE FACILITY MAINTAINS HOT WATER AT THE SHOWERS AND HANDWASH SINKS.

Received by: email
Signature

Printed Name: _____


HOLLY SANFORD
Environmental Health Specialist
Phone: 805-654-2825

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COUNTY OF VENTURA

ENVIRONMENTAL HEALTH DIVISION

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SWIMMING POOL INSPECTION REPORT

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 Site Address: 1030 TEMPLE AVE
 CAMARILLO

Owner: PLEASANT VALLEY REC & PARK DIS
 1605 E BURNLEY
 CAMARILLO, CA 93010

Telephone:

Inspection Date: 7/25/2018
 Facility ID: FA0001104

Inspector: ASHLEY KENNEDY
 Phone: 805-654-2825
 email: ashley.kennedy@ventura.org

Program ID	PE	Pool Type	Pool Description				Service	
PR0001112	3602	SWIMMING POOL	INDOOR POOL				INSPECTION, ROUTINE	
Free Disinfectant Residual:	pH:	Cyanuric Acid Level:	Flow Rate:	Influent:	Effluent:	Vacuum Gauge:	Spa Temperature:	
2.0 ppm Cl/Br	7.4 <small>Required: 7.2 - 7.8</small>	 <small>Required: less than 100 ppm</small>	627 gpm	12 psi	4 psi	psi	°F <small>Max Limit: 104 °F</small>	

Inspection of this public pool revealed the following violations of Title 22 & 24, California Code of Regulations (CCR) and Health and Safety Code (HSC).

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SUBMIT THREE SETS OF PLANS AND SPECIFICATIONS OF THE PROPOSED CONSTRUCTION ACTIVITIES TO THE VENTURA COUNTY ENVIRONMENTAL HEALTH DIVISION (EHD) FOR REVIEW AND APPROVAL. AT THE TIME OF PLAN SUBMITTAL, COMPLETE THE APPLICATION FOR A PERMIT TO CONSTRUCT AND REMIT THE APPLICABLE FEE. ALL CONSTRUCTION MUST BE APPROVED PRIOR TO REOPENING THE POOL FOR USE.

Violation Comment: THE POOL SHELL SURFACE IS DETERIORATED AND SHALL BE RE-SURFACED. SUBMIT PLANS AND APPROPRIATE FEES TO THIS DIVISION FOR REVIEW AND APPROVAL PRIOR TO COMMENCING ANY WORK.



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Site Address: 1030 TEMPLE AVE
CAMARILLO

Owner: PLEASANT VALLEY REC & PARK DIS
1605 E BURNLEY
CAMARILLO, CA 93010

Telephone:

General Comments: CORRECT ALL VIOLATIONS IMMEDIATELY.
MAINTAIN DAILY LOG OF POOL OPERATION, DISINFECTANT RESIDUAL, COMBINED CHLORINE RESIDUAL, pH,
CYANURIC ACID, AND MAINTENANCE PROCEDURES FOR REVIEW BY VENTURA COUNTY EHD.

CONTACT THIS DIVISION IF POOL FACILITY CHANGES OWNERSHIP OR MANAGEMENT COMPANY.

CONTACT THIS DIVISION PRIOR TO MAKING ANY CHANGES TO POOL, POOL EQUIPMENT, OR ANCILLARY
FACILITIES. PLAN REVIEW MAY BE REQUIRED.

This report was sent via EMail

ASHLEY KENNEDY
Environmental Health Specialist
Phone: 805-654-2825

Please take a moment to provide feedback from today's inspection. An opinion form can be
completed at <http://vcrma.org/envhealth/hawd.html>. You may also scan this code with your mobile
ce.



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

TO: BOARD OF DIRECTORS

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

DATE: September 6, 2018

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 599 NOMINATING A BOARD MEMBER FOR THE LOCAL AGENCY FORMATION COMMISSION SPECIAL DISTRICT REPRESENTATIVE OR ALTERNATE REPRESENTATIVE SEAT

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 599 to nominate a board member for one of two special district seats on the Ventura County Local Agency Formation Commission (LAFCo).

BACKGROUND

LAFCo is an independent agency created by the State of California. It is charged with discouraging urban sprawl, preserving open-space and agricultural lands, and encouraging orderly governmental boundaries within Ventura County. The Commission meets these objectives by regulating the boundaries of cities and most special districts and conducting municipal service reviews and other special studies. It is made up of seven seats with an alternate voting member for each seat. Two seats and one alternate seat are reserved for representatives of special districts.

ANALYSIS

The terms of LAFCo special district regular member Elaine Freeman and alternate special district member Andy Waters will expire on January 1, 2019. As such, appointments must be made for the subsequent four-year terms (January 1, 2019 through January 1, 2023) (Govt. Code § 56334). Pursuant to state law, LAFCo special district members are appointed by the independent special district selection committee, which consists of the presiding officer of the legislative body of each independent special district in the county (Govt. Code § 56332).

Pursuant to Govt. Code 56332(f), the LAFCo executive director has determined that a meeting of the committee for the purpose of selecting a regular member and alternate member to LAFCo is not feasible due to the likelihood that a quorum will not be achieved. Thus, both the nominating

process and the election itself will be conducted by mail (PVRPD has consented to conducting the election via electronic mail).

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 599 to nominate a board member for one of two special district seats on the Ventura County Local Agency Formation Commission (LAFCo).

ATTACHMENT

- 1) Resolution No. 599 (1 page)
- 2) Call for Nominations Letter (2 pages)

RESOLUTION NO. 599

**A RESOLUTION OF PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOMINATING [NAME OF BOARD MEMBER] TO FILL THE TERM OF 1/1/2019 –
1/1/2023 FOR THE [REGULAR or ALTERNATE] SPECIAL DISTRICT MEMBER OF
THE VENTURA LOCAL AGENCY FORMATION COMMISSION**

WHEREAS, the Executive Officer of the Ventura Local Agency Formation Commission (LAFCo) has notified the District of an anticipated vacancy on LAFCo for [A REGULAR or AN ALTERNATE] member appointed by the independent special districts in Ventura County to fill the term from 1/1/2019 to 1/1/2023, and has issued a call for nominations to be submitted in writing pursuant to California Government Code Section 56332(c); and

WHEREAS, at the time and in the manner required by law, the *Pleasant Valley Recreation and Park District* met on September 6, 2018 to consider the call for nominations by the LAFCo Executive Officer.

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

- 1) [NAME OF BOARD MEMBER] is hereby nominated to fill the anticipated vacancy in the term beginning 1/1/2019 and expiring 1/1/2023 as the [REGULAR or ALTERNATE] member of the Ventura LAFCo appointed by independent special districts in Ventura County.
- 2) The General Manager shall transmit a signed copy of this Resolution and a copy of the resume or candidate statement for [NAME OF BOARD MEMBER] to the Ventura LAFCo Executive Officer.

This resolution was adopted on September 6, 2018.

Ayes:
Noes:
Absent:

Mark Malloy, Chairman, PVRPD Board of Directors

ATTESTED:

Elaine Magner, Secretary, PVRPD Board of Directors



VENTURA LOCAL AGENCY FORMATION COMMISSION

COUNTY GOVERNMENT CENTER • HALL OF ADMINISTRATION

800 S. VICTORIA AVENUE, L #1850 • VENTURA, CA 93009

TEL (805) 654-2576 • FAX (805) 477-7101

WWW.VENTURA.LAFCO.CA.GOV

CALL FOR NOMINATIONS LAFCO SPECIAL DISTRICT REGULAR MEMBER & ALTERNATE MEMBER

July 31, 2018

Chair of the Board
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

RE: CALL FOR NOMINATIONS – Ventura LAFCo Special District Regular Member and Alternate Member

Dear Chair of the Board:

The terms of LAFCo special district regular member Elaine Freeman and alternate special district member Andy Waters will expire on January 1, 2019. As such, appointments must be made for the subsequent four-year terms (January 1, 2019 through January 1, 2023) (Govt. Code § 56334). Pursuant to state law, LAFCo special district members are appointed by the independent special district selection committee, which consists of the presiding officer of the legislative body of each independent special district in the county (Govt. Code § 56332).

Pursuant to Govt. Code 56332(f), I have determined that a meeting of the committee for the purpose of selecting a regular member and alternate member to LAFCo is not feasible due to the likelihood that a quorum will not be achieved. Thus, both the nominating process and the election itself will be conducted by mail (some special districts have consented to conducting the election via electronic mail).

If your district wishes to nominate an individual to be a candidate for the regular member or alternate member on LAFCo, please submit a nominating resolution (attached is a sample resolution for your use) and a candidate's statement or resume of no more than one page to Kai Luoma, Executive Officer, at Ventura LAFCo either by mail or via email (for those districts that have previously consented to email – see attached list).

The deadline for submitting nominating resolutions and candidate statements/resumes is 5 P.M., Friday, September 28, 2018. Any nomination submitted after the deadline will not be considered.

Chair of the Board, Pleasant Valley Recreation and Park District
CALL FOR NOMINATIONS – Ventura LAFCo Special District Regular Member and Alternate Member
July 31, 2018
Page 2

If at the end of the nominating period only one candidate for either the regular member or alternate member seat is nominated, that candidate shall be deemed appointed. If two or more candidates are nominated to each position, LAFCo staff will prepare and deliver a ballot(s) and voting instructions to each eligible district. For the election to be valid, at least a quorum of the 30 independent special districts must submit valid ballots.

Thank you for your attention to this matter. Please let me know if further information is desired.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kai Luoma', written in a cursive style.

Kai Luoma
Executive Officer

c: General Manager

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

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