

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

**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
November 3, 2022**

**Please Note: In keeping in alignment with current orders from the Ventura County Health Officer, face coverings are not required but are welcomed and encouraged in indoor public settings and businesses. PVRPD thanks you for your cooperation and understanding.**

**This meeting will take place both in person and remotely in accordance with Government Code section 54953(e) *et seq.* (AB 361). Members of the public can observe and participate in the meeting as follows:**

- 1. Attend in person or you may observe the PVPRD Board meeting via live broadcast on the Local Government Channels – Spectrum Channel 10 and Frontier Channel 29.**
- 2. The meeting will also be live streamed on YouTube at:  
<https://www.youtube.com/channel/UCCjEyMW3h472YEO9gI3Qgig>**
- 3. Zoom Meeting Information:**
  - Meeting Link: <https://us06web.zoom.us/j/89202167880>**
  - Webinar ID: 892 0216 7880**
  - Phone Number: 1-669-900-6833**
  - a. Cell Phone/Computer with Microphone: Click on the Zoom webinar link included above. Enter your name so we may call on you when it is your turn to speak. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by clicking the “Raise Hand” button. Follow the instructions below regarding speaking.
  - b. Phone – If you wish to make a comment by phone during the public comment section of the meeting or on a specific agenda item, please call into the listed phone number above and when prompted, enter the Webinar ID and Passcode. After entering those items, you will be admitted to the meeting and your line will be muted. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by dialing \*9. Then, follow the speaking instructions below.

**Speaking Instructions**

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

**5:00 P.M.**

**CLOSED SESSION**

**1. CALL TO ORDER**

**A. Recess to Closed Session**

**B. Closed Session**

**1) Public Employee Performance Evaluation and Compensation**

The District Board will hold a closed session with the District’s personnel officer and the General Manager, pursuant to Government Code Sections 54957 and 54957.6(a), to discuss the salary, compensation and fringe benefits provided to the General Manager.

**C. Reconvene into Regular Meeting**

**6:00 P.M.**

**REGULAR MEETING**

**NEXT RESOLUTION #726**

**2. PLEDGE OF ALLEGIANCE/ROLL CALL**

**3. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete any agenda item(s), or add any emergency agenda item(s).

**4. PRESENTATIONS**

**A. District Highlights**

**5. PUBLIC COMMENT** - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item for discussion. Speakers will be allowed three minutes to address the Board.

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

**A. Minutes for Regular Board Meeting of October 5, 2022**

Approval receives and files minutes.

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

District's disbursements dated on or before September 30, 2022.

**C. Financial Reports**

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for September 2022.

**D. Consideration and Adoption of Resolution No. 725 Proclaiming a Local Emergency Persists and Re-Authorizing the Use of Remote Teleconference Meeting Procedures by the Board of Directors and All Standing Committees of the District for the 30-Day Period Beginning November 5<sup>th</sup>, 2022 through December 4<sup>th</sup>, 2022 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361**

Adoption of Resolution No. 725 will allow continuation of the use of teleconference meeting procedures for another 30-day period.

**E. Consideration and Approval of the Request for Bid Proposals for the Construction of a Miracle League Field at Freedom Park**

Jordan, Gilbert & Bain Landscape Architects Inc. have completed the design and estimate for the construction of the Field and have provided a construction bid package for Board approval.

**F. Consideration and Approval of the RFP and Bid Specifications for the Lead and Asbestos Abatement at the Freedom Park Pickleball Complex**

The District needs to address the lead based paint as well as the asbestos within the facility and remediate as part of the overall project before demolition can occur.

**G. Consideration and Approval of Proposed Cell Tower at Springville Park**

The proposed site of the AT&T cell tower is located on the northern hillside of the park among the trees close to the parking lot.

**H. Consideration and Review of the District's Conflict of Interest Code**

Every even year, the District is required to review the Conflict of Interest Code and make changes if necessary.



**I. Approval of a Second Reading for the Adoption of Ordinance No. 13, an Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation**

Approval of this second reading will allow for the adoption of Ordinance No. 13, an ordinance that sets board member compensation.

**7. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration and Approval for Shared Parking Agreement at Bob Kildee Parking Lot on the Eston Street Side with Kidstream**

As part of the City requirements for this kidSTREAM project to continue to move forward, both the District and kidSTREAM will need to enter into a shared parking agreement as well as parking expansion to meet parking requirements.

Suggested Actions: A MOTION to Approve the proposed non-exclusive parking agreement with kidSTREAM.

**B. Consideration and Approval of a Sports Turf Policy**

A Sports Turf Policy will provide direction and guidance for Staff to accomplish a primary District goal of delivering safe athletic fields that are maintained at the highest standards possible for all users including participants, officials, and spectators.

Suggested Action: A MOTION to Approve and adopt the proposed District Sports Turf Policy.

**C. California Public Employees Retirement System (CalPERS) Actuarial Valuation Information Report For Fiscal Year 2022-2023**

CalPERS Valuation Reports are presented as informational items only.

Suggested Actions: Provide direction for staff to work with the Finance Committee on potential options for reducing future Unfunded Liability Payments and then return to the full board for further action.

**D. Consideration and Approval of Bid Award for the Senior Center Roof Replacement Project**

After reviewing each bid, staff is recommending Falcon Roofing for this project as the low bidder.

Suggested Action: A MOTION to Approve and authorize the General Manager to enter into an agreement between the District and Falcon Roofing for the removal and installation of a new roof on the Senior Center, not to exceed \$146,852.

**E. Consideration of Switching Retirement Contributions for Part Time Employees from District Run 457 to Social Security**

Staff recommends switching contributions from the 457 retirement plan for part time employees to the Federal Social Security program.

Suggested Actions: A MOTION to Approve:

Option #1: Switch part-time employee retirement enrollment from the District run 457 to Social Security for all new unrepresented employees and current employees who choose to opt into Social Security

or

Option #2: All part-time staff would remain on the District run 457.

**F. Consideration and Approval of Bid Award for the Resurfacing of the Tennis Courts at Mission Oaks Park**

The Mission Oaks Tennis Courts resurfacing project was approved through the budgeting process and was allocated \$130,000 as these courts haven't been resurfaced since 2006.

Suggested Actions: A MOTION to Approve and authorize the General Manager to enter into an agreement between the District and Pacific Tennis Courts for the resurfacing of the six tennis courts located at Mission Oaks Park with a not to exceed budget of \$94,600.

**8. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:**

- A. Chair Kelley
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Ad Hoc Committees – City of Camarillo Liaison, Miracle League, Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager's Report
- I. Board Members

**9. ADJOURNMENT**

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

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

**Pleasant Valley Recreation and Park District  
Camarillo City Hall Council Chambers  
Minutes of Regular Meeting  
October 5, 2022**

**5:00 P.M.**

**CLOSED SESSION**

**1. CALL TO ORDER**

- A. Recess to Closed Session
- B. Closed Session

1) Public Employee Performance Evaluation and Compensation

The District Board held a closed session with the District's personnel officer and the General Manager, pursuant to Government Code Sections 54957 and 54957.6(a), to discuss the salary, compensation and fringe benefits provided to the General Manager.

- C. Reconvened into Regular Meeting with nothing to report

**6:00 P.M.**

**REGULAR MEETING**

**2. PLEDGE OF ALLEGIANCE/ROLL CALL**

Present: All present

Also Present: General Manager Mary Otten, Administrative Services Manager Justin Kiraly, Park Services Manager Bob Cerasuolo, Recreation Services Manager Katlyn Simber-Clickener, Administrative Analyst/Clerk of the Board Dylan Gunning, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Jessica Puckett, Human Resources Specialist Kathryn Drewry, Recreation Supervisor Macy Trueblood, Park Supervisor Brandon Lopez, and Development Analyst Kaleen Gage

**3. AMENDMENTS TO THE AGENDA**

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

**Motion to  
Approve the  
Agenda as  
Presented**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

**4. PRESENTATION**

A. Nature Center Update

Development Analyst Kaleen Gage presented the recent happenings at the Camarillo Grove Nature Center. The old garage was taken down and the Foundation Board is currently working to secure a construction and/or architect company to draw up electrical plans to be included in the build permit submission to the County of Ventura.

**5. PUBLIC COMMENT**

No public comments.

**6. CONSENT AGENDA**

- A. Minutes for Regular Board Meeting of September 7, 2022
- B. Warrants, Accounts Payable & Payroll
- C. Financial Reports
- D. Review and Approval of Surplus Supplies and Equipment List
- E. Consideration and Approval of Regular Board Meeting Dates for 2023
- F. Consideration and Approval of Request for Bids for Trenchless Sewer Line Installation
- G. Consideration and Adoption of Resolution No. 722, Proclaiming a Local Emergency Persists and Re-Authorizing the Use of Remote Teleconference Meeting Procedures by the Board of Directors and all Standing Committees of the District for the 30-Day Period Beginning October 7<sup>th</sup>, 2022 through November 5<sup>th</sup>, 2022 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No.361
- H. Consideration and Approval of Bid Specifications for the Demolition of the Pickleball Complex at Freedom Park
- I. Consideration and Adoption of Resolution No. 723 Replacing the 2016 Employee Manual and 2019 Unrepresented Employee Manual with a Proposed Personnel Policy Manual

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

**Motion to Approve the Consent Agenda**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

**7. PUBLIC HEARING**

A. Approval of a First Reading for the Adoption of Ordinance No. 13, an Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation

Administrative Analyst Dylan Gunning presented Ordinance No. 13 which would replace Ordinance No. 12 for setting board member compensation. The ordinance is asking for a no more than 5% increase in compensation for attended meetings up to 5 in one month.

Chair Kelley asked if there were any members of the public who were either for the introduction of Ordinance No. 13 or against it. Hearing no comments, Chair Kelley closed the public hearing.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Malloy to have the Board Secretary read the complete Ordinance No. 13 title

– *Ordinance No. 13, An Ordinance of The Board of Directors of The Pleasant Valley Recreation and Park District Setting Board Member Compensation* and to waive further reading.

**Motion to Approve Board Secretary to Read Ord #13 Title**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

Director Dransfeldt read the complete title of *Ordinance No. 13, An Ordinance of The Board of Directors of The Pleasant Valley Recreation and Park District Setting Board Member Compensation*.

A motion was made by Director Magner and seconded by Director Dransfeldt to approve the introduction and first reading of the District’s *Ordinance No. 13, An Ordinance of The Board of Directors of The Pleasant Valley Recreation and Park District Setting Board Member Compensation*.

**Motion to Approve 1<sup>st</sup> Reading of Ord # 13 Title**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

**8. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration and Approval of Agreement Between the District and Ventura Roller Sports**

Recreation Supervisor Lanny Binney presented consideration of an agreement with Adam Poe of Ventura Roller Sports to establish an adult and youth hockey league at the Freedom Park Roller Hockey Rink. The rink usage and open play times would be coordinated around the Ventura County Derby Darlins who rent the rink on a weekly basis for a roller derby league.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Roberts to approve the agreement between the District and Ventura Roller Sports.

**Motion to Approve Agrmt with Ventura Roller Sports**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

B. Consideration and Approval of Resolution No. 721 Adopting a District Special Event Policy

Recreation Supervisor Macy Trueblood presented consideration of Resolution No. 721 to adopt a Special Event Policy which would apply to external special event reservations. Criteria have been developed to qualify larger events by outside users as special events. A request was made for a list of external continuing special events which are already established.

Chair Kelley called for a motion. A motion was made by Director Dransfeldt and seconded by Director Roberts to approve Resolution No. 721 adopting the Special Event Policy.

**Motion to Approve Reso #721, Special Event Policy**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

C. Consideration of Opening New Investment Account with California CLASS for Holding Quimby, Capital, and Contingency Funds

Administrative Services Manager Justin Kiraly introduced Bob Shull with California CLASS and Public Trust Advisors to provide an overview of California CLASS (California Cooperative Liquid Assets Securities System). California CLASS is a joint exercise of powers entity authorized under Section 6509.7, California Government Code which will provide a greater return on investment and allow for more liquidity of invested funds.

Chair Kelley called for a motion. A motion was made by Director Malloy and seconded by Director Magner to approve the opening of a California CLASS account to hold contingency, Quimby, and other funds as necessary.

**Motion to Approve CA CLASS Account**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

D. Consideration and Adoption of Resolution No. 724 Nominating a Board Member to Fill the Term of 1/1/2023 – 12/31/2026 for the Regular or Alternate Special District Member of the Ventura County Local Agency Formation Commission

Administrative Analyst Dylan Gunning presented an opportunity for the Board to nominate a board member to LAFCo. Director Dransfeldt volunteered to run for the alternate position.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve the adoption of Resolution No. 724 nominating Director

Bev Dransfeldt for the election of a Ventura LAFCo special district alternate member for the term beginning January 1, 2023 through December 31, 2026.

**Motion to  
Nominate  
Director  
Dransfeldt  
As LAFCo  
Alternate**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

**9. ORAL COMMUNICATION - INFORMATIONAL ITEMS**

A. Chair Kelley – Chair Kelley stated that the District has one of the best operating boards around. He encouraged people to start holding meetings in person again and not to isolate as much.

B. Ventura County Special District Association/California Special District Association – VCSDA – Director Magner stated that Directors Robert, Malloy and herself along with General Manager Mary Otten attended the October 4<sup>th</sup> meeting which presented information about election candidates and LAFCo positions. CSDA - Director Magner reported that CA legislature opposed mandates for websites which would have been costly for special districts. The National Coalition of Special Districts which encompasses 7 states is advocating for the necessity of special districts to be eligible for special federal programs in which cities and counties had received money, but special districts did not.

C. Ventura County Consolidated Oversight Board – Director Malloy updated the Board regarding several cities making headway on their RDA (redevelopment agency) payment schedules. The District has to pay \$300,000 to \$400,000 a year in RDA fees and does not receive any benefit from this like the City. A question was asked if the City has been approached by the District for reimbursement of the annual fees.

D. Santa Monica Mountains Conservancy – Director Dransfeldt reported on a September 19 meeting with the next one being October 18. Discussion continues on land acquisitions and land restorations.

E. Standing Committees – Finance – Director Malloy stated that revenues increased by more than 2%. The District is receiving rebates from United Turf for turf mitigation steps taken and a pension obligation loan from 2007 has been paid off. Liaison – City – None. Long Range Planning – Director Roberts reported that a couple of homeowner agreements are still due for the Las Posas Equestrian Park with the contract end date of March 2023 nearing. Personnel – Items had been discussed for the closed session. Policy – Director Malloy stated that the committee met with representatives from AYSO and Eagles Soccer regarding wear and tear on turf and turf shoes.

F. Ad Hoc Committees – Miracle League – None. Pickleball – None.

G. Foundation for Pleasant Valley Recreation and Parks – Director Magner thanked those who supported the fundraiser at Snapper Jacks on September 20 for nature education supplies for the Nature Center. She thanked staff for supervising the demolition of the garage and Amber’s Light Lions Club who partnered in the event. Upcoming fundraisers are Howl-a-ween on October 29 at Mission Oaks Dog Park, Painting with a Twist on November 10, the 2<sup>nd</sup> Annual Wonderland of Wreaths, running November 28 to December 3 and Cookies with the Clauses on December 3. The Foundation has its own website now and is looking for new board members and someone who can work with blueprints.

H. General Manager's Report – General Manager Mary Otten reported on current projects and studies that staff are working on along with programs and special events.

I. Board Members – The Directors updated on the meetings and District events they attended for the month. Director Magner commended Justin Kiraly on his Board presentation and thanked people for calls regarding her husband's recent passing.

**10. ADJOURNMENT**

Chair Kelley adjourned the meeting at 8:01 p.m.

**Respectfully submitted,**

**Approval,**

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

**Robert Kelley**  
**Chair**



# CASH REPORT

	9/30/2022 Balance	9/30/2021 Balance
<b>Restricted Funds</b>		
Debt Service - Restricted	\$ 140,605.17	\$ 135,451.30
457 Pension Trust Restricted	\$ 68,420.34	\$ 83,845.47
Quimby Fee - Restricted	\$ 832,508.41	\$ 236,246.40
Multi-Bank Securities Restricted	\$ 15,421.14	\$ -
Ventura County Pool - Restricted	\$ 5,636,856.68	\$ 4,549,731.62
Park Impact Fees	\$ 172,636.06	\$ -
FCDP Checking	\$ 13,601.61	\$ 13,601.61
<b>Total</b>	<b>\$ 6,880,049.41</b>	<b>\$ 5,018,876.40</b>

<b>Semi-Restricted Funds</b>		
Assessment	\$ 964,397.54	\$ 878,414.04
Capital Improvement	\$ 1,120,756.80	\$ 21,832.05
Capital - Vehicle Replacement	\$ 49,843.80	\$ 79,843.80
Capital - Designated Project	\$ 230,484.00	\$ -
LAIF - <b>Capital</b>	\$ 2,032,015.47	\$ 2,322,215.45
Contingency - Dry Period	\$ 397,337.08	\$ 361,000.00
Contingency-Compensated Absences	\$ 75,000.00	\$ -
Contingency-Vehicle Replacement	\$ 30,000.00	\$ -
Contingency - Computer	\$ 20,000.01	\$ 20,000.00
Contingency - Repair/Oper/Admin	\$ 300,000.00	\$ 200,000.00
<b>Total</b>	<b>\$ 5,219,834.70</b>	<b>\$ 3,883,305.34</b>

<b>Unrestricted Funds</b>		
Contingency	\$ 2,409,751.09	\$ 12,249.86
LAIF/Cal Trust - <b>Contingency</b>	\$ -	\$ 2,582,152.19
General Fund Checking	\$ 260,766.66	\$ 251,238.42
<b>Total</b>	<b>\$ 2,670,517.75</b>	<b>\$ 2,845,640.47</b>

**Total of all Funds**      **\$ 14,770,401.86**      **\$ 11,747,822.21**

	10/13/2022 Balance	10/31/2021 Balance
<b>Restricted Funds</b>		
Debt Service - Restricted	\$ 140,605.17	\$ 135,451.30
457 Pension Trust Restricted	\$ 68,420.34	\$ 83,845.47
Quimby Fee - Restricted	\$ 828,550.06	\$ 70,297.53
Multi-Bank Securities Restricted	\$ 15,421.14	\$ -
Ventura County Pool - Restricted	\$ 5,636,856.68	\$ 4,549,731.62
Park Impact Fees	\$ 172,636.06	\$ 158.40
FCDP Checking	\$ 13,601.61	\$ 13,601.16
<b>Total</b>	<b>\$ 6,876,091.06</b>	<b>\$ 4,853,085.48</b>

<b>Semi-Restricted Funds</b>		
Assessment	\$ 946,762.18	\$ 308,954.32
Capital Improvement	\$ 1,120,756.80	\$ 40,817.83
Capital - Vehicle Replacement	\$ 49,843.80	\$ 79,843.80
Capital - Designated Project	\$ 230,484.00	\$ -
LAIF - <b>Capital</b>	\$ 2,032,015.47	\$ 2,272,215.45
Contingency - Dry Period	\$ 397,337.08	\$ 361,000.00
Contingency-Compensated Absences	\$ 75,000.00	\$ -
Contingency-Vehicle Replacement	\$ 30,000.00	\$ -
Contingency - Computer	\$ 20,000.01	\$ 20,000.00
Contingency - Repair/Oper/Admin	\$ 300,000.00	\$ 200,000.00
<b>Total</b>	<b>\$ 5,202,199.34</b>	<b>\$ 3,282,831.40</b>

<b>Unrestricted Funds</b>		
Contingency	\$ 2,209,751.09	\$ 12,249.86
LAIF/Cal Trust - <b>Contingency</b>	\$ -	\$ 1,982,152.90
General Fund Checking	\$ 79,779.59	\$ 276,279.40
<b>Total</b>	<b>\$ 2,289,530.68</b>	<b>\$ 2,270,682.16</b>

**Total of all Funds**      **\$ 14,367,821.08**      **\$ 10,406,599.04**

Pleasant Valley Recreation and Park District  
 Monthly AP, Payroll, Wire, Online Payment Report  
 September 2022

	Date	Amount	
Accounts Payables:	9/30/2022	\$ 278,778.31	
	<b>Total</b>	<b>\$ 278,778.31</b>	
Payroll (Total Cost):	9/1/2022	\$ 155,159.80	
	9/15/2022	\$ 151,944.36	
	9/29/2022	\$ 145,735.60	
	<b>Total</b>	<b>\$ 452,839.76</b>	
Outgoing:Online Payments			
	9/1/2022	\$ 30,787.03	PERS Health Insurance Premium
	9/1/2022	\$ 15,971.48	CALPERS - Ret PR 9/1/2022
	9/1/2022	\$ 2,207.21	Guardian
	9/1/2022	\$ 396.15	VSP
	9/1/2022	\$ 1,903.78	Hartford
	9/15/2022	\$ 15,827.73	CALPERS- Ret-PR-9/15/22
	9/28/2022	\$ 16,708.36	CALPERS- Ret-PR-9/29/22
	<b>Total</b>	<b>\$ 83,801.74</b>	
	<b>Grand Total</b>	<b>\$ 815,419.81</b>	

Developer	Project			Quimby Funds			Allocation Date	GL Code	
	No.	Location	Description	Budgeted	Expended	Awarded			Balance
AMLI									
Public Hearing 7/5/2018	1	Nancy Bush	Nancy Bush Picnic Area(s)	\$ 45,600.00	\$ 29,585.62	\$ 615,709.00	\$ 615,709.00	7/31/2019	8446
Public Hearing 7/5/2018	2	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 364,574.44	\$ 221,548.94	\$ 221,548.94	12/6/2018	8444
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Playground	\$ 250,000.00	\$ 221,548.94	\$ -	\$ -	10/3/2018	8445
<b>TOTALS</b>				<b>\$ 720,600.00</b>	<b>\$ 615,709.00</b>	<b>\$ -</b>	<b>\$ -</b>		
FAIRFIELD LLC									
Public Hearing 11/7/2018	1	Freedom	Freedom Baseball Fields- Non- Contract Cost	\$ 504,121.78	\$ -	\$ 2,250,489.70	\$ 2,250,489.70	1/31/2020	8459
	2	Freedom	Freedom Baseball Fields- Contract Cost	\$ 1,100,000.00	\$ 411,628.87	\$ 1,334,739.05	\$ 1,334,739.05	11/7/2018	
Public Hearing 7/3/19	3	PVAC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 647,336.74	\$ -	\$ 687,402.31		8469
Mid-Year Budget Adj. 2/5/2020	4	PV Fields	Fertilizer Injector System	\$ 60,000.00	\$ 50,788.90	\$ -	\$ 636,613.41		8478
	5		Senior and Community Rec Fac Project	\$ -	\$ -	\$ -	\$ 636,613.41		
	6		Senior and Community Rec Fac Exterior Proj	\$ -	\$ -	\$ -	\$ 636,613.41		
	7		Community Center Kitchen Expansion	\$ 250,000.00	\$ 280,649.20	\$ -	\$ 355,964.21		8480
	8		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -	\$ -	\$ -		
	9		Freedom Park Parking Lot Enhancement	\$ -	\$ -	\$ -	\$ -		
	10		Freedom Park Landscape and Walking Path	\$ -	\$ -	\$ -	\$ -		
	11		Camarillo Grove Nature Center	\$ -	\$ -	\$ -	\$ -		
<b>TOTALS</b>				<b>\$ 1,910,000.00</b>	<b>\$ 1,894,525.49</b>	<b>\$ -</b>	<b>\$ 355,964.21</b>		
ELACORA MISSION OAKS									
Budget Allocation 11/5/2020	1	Encanto	PG Equipment Installation	\$ 189,887.74	\$ -	\$ 2,649,209.00	\$ 2,649,209.00	8/8/2021	
	2	Arnell Reh Pk	Arnell Ranch Park Renovation	\$ 1,500,000.00	\$ 1,492,683.61	\$ -	\$ 966,637.65	11/3/2016	8464
	3		Pickleball	\$ 1,400,000.00	\$ 23,329.68	\$ -	\$ 943,307.97	11/5/2020	8493
	4		Camarillo Nature Center	\$ 300,000.00	\$ -	\$ -	\$ 943,307.97		
	5		Freedom Park Landscape and Walking Path	\$ -	\$ -	\$ -	\$ 943,307.97		
			Freedom Baseball Fields	\$ -	\$ -	\$ -	\$ 943,307.97		
<b>TOTALS</b>				<b>\$ 3,200,000.00</b>	<b>\$ 1,705,901.03</b>	<b>\$ -</b>	<b>\$ 943,307.97</b>		
KB HOMES									
Public Hearing 7/5/2018	1	Valle Lindo	Valle Lindo RR/Pavillion*	\$ 425,000.00	\$ 32,368.30	\$ 474,353.00	\$ 474,353.00	8/10/2021	8444
Public Hearing 7/5/2018	2	Mel Vincent	Mel Vincent Park Restrooms	\$ 139,500.00	\$ 166,253.78	\$ -	\$ 441,984.70		8460
Public Hearing 7/5/2018	3	Nancy Bush	Nancy Bush Pavillion	\$ 65,000.00	\$ 31,537.74	\$ -	\$ 275,730.92		8447
	4		Community Center Classroom and Auditorium Enhancements	\$ -	\$ -	\$ -	\$ 244,193.18		
	5		Dos Caminos Expansion and ADA	\$ -	\$ -	\$ -	\$ 244,193.18		
<b>TOTALS</b>				<b>\$ 629,500.00</b>	<b>\$ 230,159.82</b>	<b>\$ -</b>	<b>\$ 244,193.18</b>		
CRESTVIEW									
				\$ -	\$ -	\$ 21,612.25	\$ 21,612.25	6/7/2023	
				\$ -	\$ -	\$ -	\$ 21,612.25		
ALDERSGATE CONSTRUCTION									
				\$ -	\$ -	\$ -	\$ -	6/27/2023	
				\$ -	\$ -	\$ -	\$ -	1/9/2024	
				\$ -	\$ -	\$ -	\$ -	9/12/2024	
HABITAT FOR HUMANITY									
				\$ -	\$ -	\$ 35,242.00	\$ 35,242.00	3/6/2024	
				\$ -	\$ -	\$ -	\$ 35,242.00		
SHEA HOMES									
				\$ -	\$ -	\$ 1,264,500.00	\$ 1,264,500.00	11/21/2024	
				\$ -	\$ -	\$ -	\$ 1,264,500.00		
Williams Homes									
				\$ -	\$ -	\$ 2,840,447.45	\$ 2,840,447.45	7/29/2027	
				\$ -	\$ -	\$ -	\$ 2,840,447.45		
Somis Ranch									
				\$ -	\$ -	\$ 347,625.00	\$ 347,625.00	8/5/2027	
				\$ -	\$ -	\$ -	\$ 347,625.00		
<b>Grand Total</b>				<b>\$ 6,460,100.00</b>	<b>\$ 4,446,295.34</b>	<b>\$ 10,499,187.40</b>	<b>\$ 6,052,892.06</b>		

### Ventura County Pool

Investment Name	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
<b>Ventura County Pool</b>	0.38%	0.36%	0.36%	0.33%	0.31%	0.32%	0.31%	0.30%	0.31%
	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
<b>Ventura County Pool</b>	0.33%	0.38%	0.41%	0.56%	0.67%	0.87%	1.31%	1.60%	1.78%

- Rates are determined at the end of the month

### Local Agency Investment Fund (LAIF)

Investment Name	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
<b>Local Agency Investment Fund (LAIF)</b>	0.34%	0.32%	0.26%	0.33%	0.22%	0.21%	0.20%	0.20%	0.21%
	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
<b>Local Agency Investment Fund (LAIF)</b>	0.23%	0.28%	0.37%	0.52%	0.68%	0.86%	1.09%	1.28%	1.51%

### Pacific Western Bank

Investment Name	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
<b>Pacific Western Bank</b>	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
<b>Pacific Western Bank</b>	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%

Pleasant Valley Recreation and Park District  
Quarterly Investment Report

Name Of Account	Fiscal Year 2022/2023												Total Interest Earned Since Purchased				
	Jul-22	Aug-22	Sep-22	Total 1ST Qtr. Of 2021-2022	Oct-21	Nov-21	Dec-21	Total 2ND Qtr. Of 2021-2022	Jan-22	Feb-22	Mar-22	Total 3RD Qtr. 2021-2022		Apr-22	May-22	Jun-22	Total 4TH Qtr. 2021-2022
LAF Capital #1301	\$ 4,744.69	\$ -	\$ -	\$ 4,744.69				\$ -				\$ -				\$ -	\$ 4,744.69
Ventura County Pool (Restricted -0241)	\$ 4,144.45	\$ -	\$ -	\$ 4,144.45				\$ -				\$ -				\$ -	\$ 4,144.45
457 Pension	\$ 2.56	\$ 2.54	\$ 2.25	\$ 7.35				\$ -				\$ -				\$ -	\$ 7.35
Assessment	\$ 36.34	\$ 34.90	\$ 32.26	\$ 103.50				\$ -				\$ -				\$ -	\$ 103.50
Capital	\$ 39.76	\$ 39.77	\$ 38.49	\$ 118.02				\$ -				\$ -				\$ -	\$ 118.02
Contingency	\$ 140.86	\$ 123.56	\$ 102.25	\$ 366.67				\$ -				\$ -				\$ -	\$ 366.67
Debt Service	\$ 8.71	\$ 6.06	\$ 4.46	\$ 19.23				\$ -				\$ -				\$ -	\$ 19.23
Quimby	\$ 130.65	\$ 294.37	\$ 227.38	\$ 652.40				\$ -				\$ -				\$ -	\$ 652.40
Park Impact Fees	\$ 29.28	\$ 29.28	\$ 28.34	\$ 86.90				\$ -				\$ -				\$ -	\$ 86.90
<b>Total</b>	<b>\$ 9,277.30</b>	<b>\$ 530.48</b>	<b>\$ 435.43</b>	<b>\$ 10,243.21</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,156.31</b>

# Bank Reconciliation

## Board Audit

User: cwebster  
 Printed: 10/07/2022 - 3:34PM  
 Date Range: 09/01/2022 - 09/30/2022  
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	US BANK	US BANK CALCARD: 2022 AUG S	09/07/2022	233.17
25599	DIAL SECURITY	DIAL SECURITY: 8/6/2022 SUMME	09/08/2022	348.00
25605	IBEW LOCAL #952	IBEW LOCAL: DEP RENTAL REFU	09/08/2022	250.00
25608	KATHRINE KELLEY	KELLEY, K: RENTAL DEP REFUNI	09/08/2022	100.00
25624	CAPRI	CAPRI: 2ND QTR WORK COMP CC	09/09/2022	55,126.75
25641	FILIPINO-AMERICAN ASSOC. OF C	FILIPINO AMERICAN ASSOC: CLE	09/29/2022	50.00
25642	MICHELLE FITZGERALD	FITZGERALD, M: CLEANING DEP	09/29/2022	50.00
25646	VICTOR MONDRAGON	MONDRAGON, V: CLEANING DEI	09/29/2022	50.00
25651	PLEASANT VALLEY HISTORICAL	PV HISTORICAL SOCIETY: DEP RI	09/29/2022	300.00
Total for Department: 00 Non Departmentalized				56,507.92
Department: 03 Recreation				
0	AMAZON	AMAZON: GLOWSTICKS/RUBBER	09/08/2022	174.06
0	US BANK	US BANK CALCARD: 2022 AUG S	09/07/2022	6,295.29
0	ANN M. WRIGHT	WRIGHT, A: DIVING CLASS 2021-4	09/08/2022	433.65
0	BRIANA RAMOS	RAMOS, B: AUG MILEAGE REIMB	09/29/2022	12.50
0	BRYANNA GONZALEZ	GONZALEZ, B: AUG 2022 MILEAG	09/09/2022	6.25
0	DEBRA GREENWOOD	GREENWOOD,D: 2022-8/9 - 8/17 W	09/08/2022	366.60
0	DEBRA GREENWOOD	GREENWOOD, D: 2022-9/6 - 9/19 C	09/29/2022	815.00
0	KALEEN GAGE	GAGE, K: AUG 2022 MILEAGE REI	09/09/2022	38.13
0	KATIE SHINDEN	SHINDEN, K: KINDERMUSIK SUM	09/08/2022	1,404.00
0	KATIE SHINDEN	SHINDEN, K: KINDERMUSIK SEP1	09/29/2022	2,246.40
0	LANNY BINNEY	BINNEY,L: AUGUST 2022 MILEAG	09/08/2022	143.75
0	MACY TRUEBLOOD	TRUEBLOOD, M: AUG 2022 MILEA/	09/08/2022	31.25
0	NICHOLAS CASTRO	CASTRO, N: AUG 2022 MILEAGE I	09/08/2022	22.50
0	PATRICIA J. BOLLAND	BOLLAND, P: CLASS PASS 5 & 101	09/08/2022	754.00
25582	AED SUPERSTORE AN ALLIED 100	AED SUPERSTORE: 1 YR MGMT A	09/08/2022	130.00
25583	ALL GOOD DRIVING SCHOOL, INC	ALLGOOD DRIVING: 2 PARTICIPA	09/08/2022	60.20
25588	DEBBIE LEE BAVARO	BAVARO, D: TRASH TO TREASUR	09/08/2022	208.00
25593	LARRY CHAVEZ	CHAVEZ, L: FORFEIT FEE 8/15/202	09/08/2022	60.00
25597	THOMAS COSTA	COSTA, T: PICKLEBALL ROUND R	09/08/2022	937.95
25600	DURHAM SCHOOL SERVICES	DURHAM SCHOOL SVCS: CAM GI	09/08/2022	720.40
25602	CLIFTON G. GORE JR.	GORE,C: BEG - 26 / ADV - 9/ TAI C	09/08/2022	3,981.25
25604	DANIEL E. HOWARD	HOWARD,D: AUG 2022 JU-JITSU C	09/08/2022	520.00
25606	ROBERT INGLIS	INGLIS,R: BUBBLEMAKER / DISC	09/08/2022	195.00
25611	BRYAN MONKA	MONKA,B: SUMMER GROUP CAM	09/08/2022	1,090.05
25619	THE FINISH LINE	THE FINISH LINE: SHIRTS / BLOU	09/08/2022	586.26
25621	AUDREY WALZER	WALZER,A: AUG 2022 YOGA CLA:	09/08/2022	1,170.00
25631	AMERICAN RED CROSS	AMERICAN RED CROSS: ORDER #	09/29/2022	210.00
25636	BINGO WEST #4	BINGO WEST: BINGO SUPPLIES	09/29/2022	508.37
25647	BRYAN MONKA	MONKA, B: 2022 AUG CLASSES	09/29/2022	397.15
25648	LUCILE B. MOSIER	MOSIER, L: 3 CLASSES AUG 2022	09/29/2022	978.25
25658	THE FINISH LINE	FINISH LINE: KICKBALL CHAMP	09/29/2022	2,751.70
25660	DUNCAN YOUNG	YOUNG, D: SEPT 2022 / 3 GYMNA:	09/29/2022	912.60
Total for Department: 03 Recreation				28,160.56
Department: 04 Parks				

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	ARAMSCO INC.	ARAMSCO: SPRAY BUFF/ DISPEN	09/01/2022	126.64
0	ARAMSCO INC.	ARAMSCO: SQUEEGEE / MOP HE	09/08/2022	145.03
0	ARAMSCO INC.	ARAMSCO: TOWEL DISPENSER /	09/29/2022	1,675.90
0	CITY OF CAMARILLO	CITY OF CAMARILLO: SVC DATE	09/06/2022	33,526.45
0	E.J.HARRISON AND SONS, INC.	E J HARRISON: AUGUST 2022 BIL	09/01/2022	4,459.31
0	FERGUSON ENTERPRISES INC. #1	FERGUSON: TEST BALL & PUMP/	09/01/2022	145.96
0	GRAINGER	GRAINGER: LED /COMM CENTER	09/08/2022	1,205.76
0	GRAINGER	GRAINGER: LED TYPE B LAMP/ F	09/29/2022	7,563.39
0	SOCAL GAS COMPANY	GAS CO: BILL PERIOD 2022-7/29 -	09/01/2022	2,687.02
0	SOUTHERN CALIF EDISON COMP	SCE: SVC DATE 2022-8/1 - 8/29/ CA	09/01/2022	8,311.85
0	SOUTHERN CALIF EDISON COMP	SCE: SVC DATE 2022-8/3 - 8/31 /WC	09/07/2022	967.38
0	SOUTHERN CALIF EDISON COMP	SCE: SVC DATE 2022-8/10 - 9/8/ DO	09/14/2022	2,616.43
0	UNITED SITE SERVICES OF CA IN	UNITED SITE: ADA RESTROOM /	09/08/2022	1,526.46
0	UNITED SITE SERVICES OF CA IN	UNITED SITE: HAND SINK/ ADA R	09/29/2022	396.99
0	US BANK	US BANK CALCARD: 2022 AUG S	09/07/2022	3,674.96
0	WATER & SANITATION SERVICES	W&S: SERVICE DATE 2022-7/31 - 8	09/08/2022	814.56
0	WEX BANK	WEX BANK: FUEL PURCHASES /	09/08/2022	6,682.02
25584	ALL PHASE ELECTRIC	ALL PHASE: 9 W CFL REPL / COMI	09/08/2022	367.74
25587	B & B DO IT CENTER	B&B: DRINKING FOUNTAIN PART	09/08/2022	404.11
25590	BIGBRAND TIRE & SERVICE	BIGBRAND TIRE: TIRES TRUCK#2	09/08/2022	577.45
25591	BOETHING TREELAND FARMS IN	BOETHING TREELAND: TREES / E	09/08/2022	1,168.49
25595	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: 2022 JULY REC	09/08/2022	256.46
25596	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: VALVE/ COUPLI	09/08/2022	708.54
25598	COUNTY OF VENTURA	COUNTY OF VENTURA: JUNE 202	09/08/2022	37.50
25603	HARBOR FREIGHT TOOLS	HARBOR FREIGHT: AUTO PLUG//	09/08/2022	108.84
25607	KASTLE KARE	KASTLE KARE: GOPHER MONTHI	09/08/2022	600.00
25610	LEVY'S LOCK & SECURITY	LEVY'S LOCK & SECURITY: RE-KE	09/08/2022	187.90
25612	NAPA AUTO PARTS	NAPA: PREMIUM CAPSULES TRU	09/08/2022	1,667.33
25614	PHOENIX GROUP INFORMATION	PHOENIX GROUP: JUNE 2022 BILI	09/08/2022	351.18
25615	SIERRA TRAFFIC SERVICE, INC	SIERRA TRAFFIC SERVICE: 2 - TR.	09/08/2022	1,245.00
25616	SITEONE LANDSCAPE SUPPLY LL	SITEONE: ELBOW WOCKET /NOZ	09/08/2022	2,432.01
25617	SMITH PIPE & SUPPLY INC.	SMITH PIPE & SUPPLY: VALVE / V	09/08/2022	539.92
25620	TURF STAR INC.	TURF STAR: TIRES FOR MOWERS	09/08/2022	654.35
25622	AGRX	AGRX: SPRAY SUITS / SHOP	09/09/2022	835.45
25623	B & B DO IT CENTER	B&B: NOZZLE / KNEE PADS/ BOB	09/09/2022	110.73
25626	HARBOR FREIGHT TOOLS	HARBOR FREIGHT: MINI TIRE CH	09/09/2022	58.96
25627	NAPA AUTO PARTS	NAPA: BRAKE PADS	09/09/2022	53.61
25628	THOMPSON BUILDING MATERIAI	THOMPSON: TURF MITIGATION /	09/09/2022	336.45
25632	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE AGENCY:	09/29/2022	947.39
25633	ASTRA INDUSTRIAL SERVICES IN	ASTRA: RELIEF VALVE/ QUITO PA	09/29/2022	418.28
25634	B & B DO IT CENTER	B&B: RETURNED KNEE PADS / BC	09/29/2022	165.26
25635	BIGBRAND TIRE & SERVICE	BIG BRAND: LAWN MOWER MOU	09/29/2022	19.33
25638	CAMARILLO LAWNMOWER	CAMARILLO LAWNMOWER: POL	09/29/2022	686.35
25639	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: BALL VALVE/NI	09/29/2022	112.84
25640	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER CO	09/29/2022	58.08
25649	NAPA AUTO PARTS	NAPA: EXACT FIT BLADE	09/29/2022	897.56
25650	PACIFIC ROCK, INC.	PACIFIC ROCK: AG BASE / BOB K	09/29/2022	2,394.64
25653	SEALMASTER	SEALMASTER: TENNIS COURT PA	09/29/2022	82.57
25654	SITEONE LANDSCAPE SUPPLY LL	SITEONE: BENDA BOARD TEAK/1	09/29/2022	880.34
25656	SUNBELT RENTALS INC.	SUNBELT RENTALS: SKIDSTEER /	09/29/2022	449.20
25659	THOMPSON BUILDING MATERIAI	THOMPSON BUILDING: STEEL ST	09/29/2022	356.80
Total for Department: 04 Parks				96,696.77
Department: 05 Administration				
0	AMAZON	AMAZON: EXTENSION CABLE	09/08/2022	57.35
0	AMAZON	AMAZON: OFFICE SUPPLIES	09/29/2022	718.70
0	CULLIGAN OF VENTURA COUNT	CULLIGAN: TICKET 802787373	09/01/2022	83.60
0	CULLIGAN OF VENTURA COUNT	CULLIGAN: TICKET 2797345/8028	09/08/2022	84.90
0	KONICA MINOLTA PREMIER FINA	KONICA MINOLTA PREMIER FINA	09/29/2022	573.19
0	QUADIANT FINANCE USA INC.	QUADIANT FINANCE: POSTAGE F	09/29/2022	250.00
0	QUADIANT LEASING USA, INC.	QUADIANT LEASING: BILL PERIO	09/29/2022	261.41
0	SPECTRUM BUSINESS	SPECTRUM: SVC DATE 2022-8/17 -	09/01/2022	17.08

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	STREAMLINE	STREAMLINE: 2022- SEP - OCT BII	09/08/2022	300.00
0	STREAMLINE	STREAMLINE: 2022-9/1 - 10/1 BILL	09/29/2022	300.00
0	US BANK	US BANK CALCARD: 2022 AUG S	09/07/2022	8,860.97
0	WATER & SANITATION SERVICES	W&S: SERVICE DATE 2022-7/31 - 8	09/08/2022	0.75
0	CHERYL PETERSON	PETERSON, C: MILEAGE REIMB A	09/29/2022	11.88
0	ELAINE L. MAGNER	MAGNER, E: TRAVEL REIMB CSD.	09/09/2022	828.30
25579	DIGITAL ASSURANCE CERTIFICA	DIGITAL ASSURANCE CERT LLC:	09/01/2022	2,500.00
25580	ACCU-PRINTS/M&L PARTNERSHII	ACCU-PRINTS: JULY 2022 /HETHC	09/08/2022	45.00
25581	ADVANTAGE TELECOM/A+WIREI	ADVANTAGE: BILLING DATE 2022	09/08/2022	1,503.16
25585	ALLCONNECTED, INC.	ALLCONNECTED: AUG 2022 MON	09/08/2022	9,544.52
25586	AMERICAN LEGAL PUBLISHING (	AMERICAN LEGAL PUBLISHING:	09/08/2022	450.00
25589	BAY ALARM	BAY ALARM: SECURITY ALARM S	09/08/2022	405.00
25592	CENTERS FOR FAMILY HEALTH	CENTERS FOR FAMILY HEALTH: S	09/08/2022	640.00
25594	CITY OF CAMARILLO- CASHIER	CITY OF CAMARILLO: CHAMBER	09/08/2022	651.00
25609	PAUL LERMA	LERMA,P: 8/13/2022 LEAD HIKE	09/08/2022	62.50
25618	STATE OF CALIFORNIA DEPT. OF	CA - DEPT OF JUSTICE: JULY 2022	09/08/2022	160.00
25619	THE FINISH LINE	THE FINISH LINE: SHIRTS / BLOU	09/08/2022	50.00
25625	CENTERS FOR FAMILY HEALTH	CENTERS FOR FAMILY HEALTH: C	09/09/2022	240.00
25643	KONICA MINOLTA	KINOLTA MINOLTA: BILLING PER	09/29/2022	694.82
25645	PAUL LERMA	LERMA, P: 9/17/2022 HIKE / PREP	09/29/2022	62.50
25655	STATE OF CALIFORNIA DEPT. OF	STATE OF CA DEPT OF JUSTICE/ A	09/29/2022	64.00
25657	CODY SWANSON	SWANSON, C: HIKE 8/20./2022	09/29/2022	62.50
Total for Department: 05 Administration				29,483.13
Total for Fund:10 General Fund				210,848.38



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
0	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW: AUG MONTHLY LA	09/08/2022	26,635.58
25613	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: A	09/08/2022	16,332.61
25652	SCI CONSULTING GROUP	SCI CONSULTING GROUP: ADMIN	09/29/2022	9,607.13
Total for Department: 00 Non Departmentalized				52,575.32
Total for Fund:20 Assessment Fund				52,575.32

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
25601	LESLIE S. GILMER III	SG MASONRY: CONCRETE AROU	09/08/2022	7,800.00
25628	THOMPSON BUILDING MATERIAI	THOMPSON: BASE & REBAR FOR	09/09/2022	1,027.31
25637	CALIFORNIA ELECTRIC COMPAN	CALIF ELEC CO: ELECTRICAL HC	09/29/2022	735.00
25644	LAUTERBACH & ASSOCIATES, IN	LAUTERBACH & ASSOC: PHASE C	09/29/2022	5,792.30
Total for Department: 00				15,354.61
Total for Fund:30 Park Dedication Fund				15,354.61

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		278,778.31

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: November 3, 2022**

**SUBJECT: FINANCE REPORT SEPTEMBER 2022**

**ANALYSIS OF COMPARATIVE FINANCIALS THROUGH SEPTEMBER 30, 2022**

The District's Statements of Revenues and Expenditures for the period of September 1, 2022 through September 30, 2022 with a year-to-date comparison for the period of September 1, 2021 through September 30, 2021 are attached. The percentage rate used is 25% for Period 3 of the current fiscal year.

**REVENUES**

Total revenue including the 3<sup>rd</sup> month ending September 30, 2022 for Fund 10 (General Fund) has an overall increase of \$458,577.12 in comparison to fiscal year 2021-2022. The variance from the prior year includes a 1) increase in various Public Fees (5510-5520) of \$150,744.78, 2) Rebates (5574) received in the amount of \$152,042.00, and 3) increase in Rentals (5530) in the amount of \$22,090.74 over the same period last year. The increase in Public Fees and Rentals is due to COVID-19 pandemic restrictions and regulations being lessened, allowing for more public use of District resources. The District also received Turf Mitigation rebates. The District received the first portion of Proposition 68 reimbursement for Arneill Ranch (5575) in the amount of \$87,635.

Total revenue for Fund 20 (Assessment District) was \$4,487.72. This amount is an early portion of collected Assessment taxes. Assessment tax revenue is mainly distributed to the District around December and April.

Total revenue for Fund 30, the Park Dedication/Quimby Fund, was \$0. There were no Quimby fees collected in September

Total revenue for Fund 40, the Park Impact Fees Fund, was \$218.40. This amount is from a small development in the city.

Total revenue for Fund 50, the Community Development Block Grant (CDBG) Food Share fund, was \$0. Reimbursement requests are made on a quarterly basis.

**EXPENDITURES**

Fund 10 Personnel Expenditures: Adjusting for the payoff of the Umpqua Pension Loan and Unfunded Liability payments to CalPERS, the increase in salaries and benefits is \$128,562.50.

This variance is due to the increase in services being provided now that COVID-19 pandemic restrictions and regulations have been lessened.

Fund 10 Service and Supply Expenditures show a decrease of \$58,152.49 in comparison to the same period last year. This is due to the change in recognizing utility payments. In the past, utility payments were recognized in the month they were paid, which led to June utilities being recognized in the incorrect fiscal year. After this year, there will be no issues.

Adjusting for the Utility Payments, the increase in Services and Supplies year to date is \$94,506.18. This increase is primarily due to Insurance Liability (6410) being \$26,540 more than this time last year, increase in Grounds Maintenance (6710) of \$15,131.60 for Turf Mitigation, increase in Typeset and Print Services (7115) of \$11,390.79 due to activity guides not being issued due to COVID last year, and increase in Building Repair (6610) of \$12,052.69 for budgeted items being completed early in the fiscal year.

Fund 10 Capital Expenditures shows an increase of \$71,202.96 in comparison to the same period last year. This increase is due to only one small capital projects invoice paid at this point last year.

Fund 20 Expenditures are 22.64% of budget in Personnel and 8.02% of budget in Services and Supplies as of this month.

Fund 30 Expenditures were \$9,889.61 this month for final payment of Arneill Ranch invoices and one invoice for Pickleball.

Fund 40 has no Expenditures for this month.

Fund 50 has Personnel Expenses of \$4,796.07 for this month. These expenses will be reimbursed from the CDBG Food Share grant.

### **FISCAL IMPACT**

Overall, the financials show the District is under the approved budget for Fund 10 by 74.10%, Fund 20 by 91.60%, Fund 30 by 99.46%, and Fund 50 by 74.71%. Fund 40 had no budget and no expenses.

### **RECOMMENDATION**

It is recommended the Board review and approve the Financial Statements for September 30, 2022 for Fund 10, Fund 20, Fund 30, Fund 40, and Fund 50.

### **ATTACHMENTS**

- 1) Financial Statement of Revenues and Expenditures as of September 30, 2022, Fund 10 (2 pages)
- 2) Financial Statement of Revenue and Expenditures as of September 30, 2022, Fund 20 (1 page)
- 3) Financial Statement of Revenue and Expenditures as of September 30, 2022, Fund 30 (1 page)
- 4) Financial Statement of Revenue and Expenditures as of September 30, 2022, Fund 40

(1 page)

5) Financial Statement of Revenue and Expenditures as of September 30, 2022, Fund 50

(1 page)

General Ledger  
Fund 10 General Fund  
September 2022 25.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Tax Apportionment	5110-5240	\$ (38,907.18)	\$ (25,972.04)	\$ (38,918.21)	\$ (7,634,345.00)	\$ (7,595,426.79)	0.51%
Interest Earnings	5310	\$ -	\$ (1,002.38)	\$ (8,420.70)	\$ (9,893.00)	\$ (1,472.30)	85.12%
Assessment Revenue	5500	\$ (433.44)	\$ -	\$ (433.44)	\$ -	\$ 433.44	0.00%
Park Patrol Citations	5506	\$ (406.22)	\$ (213.59)	\$ (880.74)	\$ (1,500.00)	\$ (619.26)	58.72%
Bingo - Primary Revenue	5508	\$ (1,734.00)	\$ (5,301.00)	\$ (4,758.05)	\$ (14,400.00)	\$ (9,641.95)	33.04%
Excess Bingo Revenue	5509	\$ (402.00)	\$ (1,828.75)	\$ (7,524.00)	\$ -	\$ 7,524.00	0.00%
Contract Classes-Public Fees	5510	\$ (15,968.40)	\$ (51,367.23)	\$ (64,737.54)	\$ (131,313.00)	\$ (66,575.46)	49.30%
Public Fees	5511	\$ (5,815.39)	\$ (35,981.75)	\$ (132,256.34)	\$ (300,001.00)	\$ (167,744.66)	44.09%
Public Fees-Entry Fees	5520	\$ (2,578.00)	\$ (9,702.00)	\$ (13,825.00)	\$ (25,840.00)	\$ (12,015.00)	53.50%
Vending Concessions	5525	\$ (155.00)	\$ (117.32)	\$ (952.25)	\$ (1,450.00)	\$ (497.75)	65.67%
Rental	5530	\$ (38,174.25)	\$ (88,695.11)	\$ (110,785.85)	\$ (338,717.00)	\$ (227,931.15)	32.71%
Cell Tower Revenue	5535	\$ (12,477.68)	\$ (25,237.53)	\$ (30,268.99)	\$ (100,800.00)	\$ (70,531.01)	30.03%
Parking Fees	5540	\$ (1,506.00)	\$ (4,952.67)	\$ (7,372.12)	\$ (9,600.00)	\$ (2,227.88)	76.79%
Activity Guide Revenue	5555	\$ -	\$ -	\$ (3,000.00)	\$ (10,000.00)	\$ (7,000.00)	30.00%
Special Event	5561	\$ -	\$ -	\$ 105.00	\$ -	\$ (105.00)	0.00%
Staffing Cost Recovery	5563	\$ (2,386.50)	\$ (5,064.75)	\$ (12,787.00)	\$ (58,352.00)	\$ (45,565.00)	21.91%
Special Event Permits	5564	\$ (400.00)	\$ (200.00)	\$ (700.00)	\$ -	\$ 700.00	0.00%
Security Services - Recovery	5566	\$ (150.00)	\$ (315.00)	\$ (850.00)	\$ -	\$ 850.00	0.00%
Contributions	5570	\$ -	\$ (50,000.00)	\$ (60,000.00)	\$ (72,000.00)	\$ (12,000.00)	83.33%
Rebates Received	5574	\$ (4,855.49)	\$ -	\$ (152,042.00)	\$ -	\$ 152,042.00	0.00%
Other Misc Revenue	5575	\$ (92,714.00)	\$ (17,415.53)	\$ (108,130.50)	\$ (33,400.00)	\$ 74,730.50	323.74%
Incentive Income	5585	\$ (24.59)	\$ (408.31)	\$ (757.98)	\$ (1,700.00)	\$ (942.02)	44.59%
Reimbursement - ROPS	5600	\$ -	\$ (78,706.69)	\$ (101,763.06)	\$ (200,000.00)	\$ (98,236.94)	50.88%
<b>Revenue</b>		<b>\$ 219,088.14</b>	<b>\$ 402,481.65</b>	<b>\$ 861,058.77</b>	<b>\$ 8,943,311.00</b>	<b>\$ 8,082,252.23</b>	<b>9.63%</b>
<b>YTD Comparison</b>				<b>\$ 458,577.12</b>			
<b>Personnel</b>							
Full Time Salaries	6100	\$ 300,227.00	\$ 545,241.09	\$ 602,649.65	\$ 2,669,312.00	\$ 2,066,662.35	22.58%
Overtime Salaries	6101	\$ 1,781.09	\$ 2,664.85	\$ 4,589.11	\$ 26,785.00	\$ 22,195.89	17.13%
Car Allowance	6105	\$ 1,246.11	\$ 2,907.59	\$ 2,907.59	\$ 10,800.00	\$ 7,892.41	26.92%
Cell Phone Allowance	6108	\$ 1,736.21	\$ 3,584.49	\$ 3,940.49	\$ 15,960.00	\$ 12,019.51	24.69%
Part-Time Salaries	6110	\$ 43,182.98	\$ 96,366.84	\$ 144,371.15	\$ 549,670.00	\$ 405,298.85	26.27%
Retirement	6120	\$ 50,269.87	\$ 91,430.29	\$ 100,691.84	\$ 466,365.00	\$ 365,673.16	21.59%
457 Pension	6121	\$ 1,380.66	\$ 6,023.23	\$ 7,379.64	\$ 7,000.00	\$ (379.64)	105.42%
Deferred Compensation	6125	\$ 581.76	\$ 1,138.17	\$ 1,177.22	\$ 4,895.00	\$ 3,717.78	24.05%
Employee Insurance	6130	\$ 25,854.77	\$ 58,008.63	\$ 64,155.04	\$ 372,401.00	\$ 308,245.96	17.23%
Workers Compensation	6140	\$ 19,378.76	\$ 36,050.53	\$ 40,116.48	\$ 222,963.00	\$ 182,846.52	17.99%
Unemployment Insurance	6150	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Loan - Pension Obligation	6160	\$ -	\$ 264,217.75	\$ 132,893.00	\$ 132,893.00	\$ -	100.00%
PERS Unfunded Liability	6170	\$ -	\$ 501,541.00	\$ 508,376.00	\$ 565,994.00	\$ 57,618.00	89.82%
<b>Personnel</b>		<b>\$ 445,639.21</b>	<b>\$ 1,609,174.46</b>	<b>\$ 1,613,247.21</b>	<b>\$ 5,060,038.00</b>	<b>\$ 3,446,790.79</b>	<b>31.88%</b>
<b>YTD Comparison</b>				<b>\$ 4,072.75</b>			
<b>Services and Supplies</b>							
Telephone/Internet	6210	\$ 1,503.16	\$ 4,997.33	\$ 5,053.43	\$ 23,132.00	\$ 18,078.57	21.85%
Internet Services	6220	\$ 10,144.52	\$ 6,849.00	\$ 16,203.96	\$ 61,125.00	\$ 44,921.04	26.51%
IT Infrastructure	6230	\$ -	\$ 539.62	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Computer Hardware/Software	6240	\$ 10,384.67	\$ 1,976.64	\$ 18,193.66	\$ 60,534.00	\$ 42,340.34	30.06%
Pool Chemicals	6310	\$ -	\$ 621.74	\$ 1,336.83	\$ 8,250.00	\$ 6,913.17	16.20%
Janitorial Supplies	6320	\$ 1,947.57	\$ 5,262.14	\$ 10,547.51	\$ 48,408.00	\$ 37,860.49	21.79%
COVID-19 Supplies	6321	\$ -	\$ 80.44	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Kitchen Supplies	6330	\$ 46.18	\$ -	\$ 46.18	\$ 1,200.00	\$ 1,153.82	3.85%
Food Supplies	6340	\$ 805.48	\$ -	\$ 940.44	\$ 14,850.00	\$ 13,909.56	6.33%
Water Maint & Service	6350	\$ 2,278.58	\$ 131.00	\$ 2,278.58	\$ 1,265.00	\$ (1,013.58)	180.12%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 1,220.00	\$ 1,220.00	0.00%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 1,050.00	\$ 1,050.00	0.00%
Insurance Liability	6410	\$ -	\$ 118,349.00	\$ 144,889.00	\$ 284,038.00	\$ 139,149.00	51.01%
Equipment Maintenance	6500	\$ -	\$ -	\$ 24.54	\$ 1,000.00	\$ 975.46	2.45%
Fuel	6510	\$ 7,156.68	\$ 8,824.68	\$ 13,346.34	\$ 73,590.00	\$ 60,243.66	18.14%
Vehicle Maintenance	6520	\$ 4,037.43	\$ 6,464.22	\$ 8,315.25	\$ 35,400.00	\$ 27,084.75	23.49%
Building Maintenance	6600	\$ 24.14	\$ -	\$ 24.14	\$ -	\$ (24.14)	0.00%
Building Repair	6610	\$ 6,217.04	\$ 2,552.87	\$ 14,605.56	\$ 85,500.00	\$ 70,894.44	17.08%
HVAC	6620	\$ -	\$ -	\$ 1,451.01	\$ 8,820.00	\$ 7,368.99	16.45%
Playground Maintenance	6630	\$ -	\$ -	\$ 624.82	\$ 40,000.00	\$ 39,375.18	1.56%
Grounds Maintenance	6710	\$ 13,614.05	\$ 16,454.80	\$ 31,586.40	\$ 81,420.00	\$ 49,833.60	38.79%
Tree Care	6719	\$ 1,168.49	\$ -	\$ 1,168.49	\$ 30,000.00	\$ 28,831.51	3.89%
Park Amenities - Assess	6722	\$ -	\$ -	\$ 8,130.90	\$ -	\$ (8,130.90)	0.00%
Fee Schedule	6727	\$ -	\$ -	\$ -	\$ 13,050.00	\$ 13,050.00	0.00%
Contracted Pest Control	6730	\$ 600.00	\$ -	\$ 1,200.00	\$ 3,000.00	\$ 1,800.00	40.00%
Rubbish & Refuse	6740	\$ 5,663.16	\$ 18,385.34	\$ 15,265.25	\$ 79,830.00	\$ 64,564.75	19.12%
Vandalism/Theft	6750	\$ -	\$ -	\$ 456.80	\$ 500.00	\$ 43.20	91.36%
Memberships	6810	\$ 1,430.00	\$ 4,125.00	\$ 5,080.00	\$ 15,047.00	\$ 9,967.00	33.76%
Office Supplies	6910	\$ (489.37)	\$ 3,621.83	\$ 335.14	\$ 25,020.00	\$ 24,684.86	1.34%
Postage Expense	6920	\$ 262.93	\$ 502.25	\$ 6,036.24	\$ 18,640.00	\$ 12,603.76	32.38%
Advertising Expense	6930	\$ -	\$ -	\$ -	\$ 3,490.00	\$ 3,490.00	0.00%

General Ledger  
Fund 10 General Fund  
September 2022 25.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Printing Charges	6940	\$ 1,268.01	\$ 2,031.03	\$ 2,158.62	\$ 8,935.00	\$ 6,776.38	24.16%
Bank & Registration Fees	6950	\$ (3,089.25)	\$ 34,933.38	\$ 775.81	\$ 3,920.00	\$ 3,144.19	19.79%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 552,000.00	\$ 552,000.00	0.00%
Minor Furn Fixture & Equip	6980	\$ 261.41	\$ 529.80	\$ 522.82	\$ 1,137.00	\$ 614.18	45.98%
Fingerprint Fees (HR)	7010	\$ 389.00	\$ 207.00	\$ 669.00	\$ 3,360.00	\$ 2,691.00	19.91%
Fire & Safety Insp Fees	7020	\$ 144.11	\$ -	\$ 144.11	\$ 4,725.00	\$ 4,580.89	3.05%
Permit & Licensing Fees	7030	\$ 1,304.28	\$ 2,307.90	\$ 2,310.08	\$ 6,550.00	\$ 4,239.92	35.27%
State License Fee	7040	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Professional Services	7100	\$ 450.00	\$ -	\$ 2,760.00	\$ 147,501.00	\$ 144,741.00	1.87%
Legal Services	7110	\$ -	\$ 4,257.00	\$ 5,260.00	\$ 90,000.00	\$ 84,740.00	5.84%
Typeset and Print Services	7115	\$ -	\$ -	\$ 11,390.79	\$ 36,600.00	\$ 25,209.21	31.12%
Instructor Services	7120	\$ 16,657.60	\$ 38,006.27	\$ 27,508.10	\$ 77,265.00	\$ 49,756.90	35.60%
PERS Admin Fees	7125	\$ 117.70	\$ 276.30	\$ 330.81	\$ 2,200.00	\$ 1,869.19	15.04%
Audit Services	7130	\$ -	\$ -	\$ 4,000.00	\$ 20,875.00	\$ 16,875.00	19.16%
Medical & Health Svcs (HR)	7140	\$ 2,173.44	\$ 100.00	\$ 2,173.44	\$ 12,170.00	\$ 9,996.56	17.86%
Security Services	7150	\$ 405.00	\$ 675.00	\$ 735.00	\$ 5,422.00	\$ 4,687.00	13.56%
Entertainment Services	7160	\$ -	\$ -	\$ -	\$ 5,800.00	\$ 5,800.00	0.00%
Business Services	7180	\$ 4,806.27	\$ 37,431.63	\$ 29,797.99	\$ 107,769.00	\$ 77,971.01	27.65%
Umpire/Referee Services	7190	\$ 60.00	\$ 280.00	\$ 500.00	\$ 1,650.00	\$ 1,150.00	30.30%
Subscriptions	7210	\$ 9.99	\$ 19.98	\$ 19.98	\$ 2,550.00	\$ 2,530.02	0.78%
Rents & Leases - Equip	7310	\$ 1,923.45	\$ 247.86	\$ 4,762.94	\$ 31,620.00	\$ 26,857.06	15.06%
Bldg/Field Leases & Rental	7320	\$ -	\$ 250.00	\$ -	\$ 60.00	\$ 60.00	0.00%
Event Supplies	7410	\$ 217.52	\$ -	\$ 260.42	\$ 6,040.00	\$ 5,779.58	4.31%
Supplies	7420	\$ 787.48	\$ 115.74	\$ 840.38	\$ 11,500.00	\$ 10,659.62	7.31%
Bingo Supplies	7430	\$ 508.37	\$ 1,546.87	\$ 1,197.72	\$ 4,800.00	\$ 3,602.28	24.95%
Sporting Goods	7440	\$ 1,422.30	\$ 1,583.01	\$ 1,442.13	\$ 7,700.00	\$ 6,257.87	18.73%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 4,025.00	\$ 4,025.00	0.00%
Training Supplies	7460	\$ 80.00	\$ -	\$ 80.00	\$ 1,920.00	\$ 1,840.00	4.17%
Small Tools	7500	\$ 686.35	\$ 42.26	\$ 1,052.89	\$ 6,000.00	\$ 4,947.11	17.55%
Safety Supplies	7510	\$ 157.46	\$ 477.67	\$ 417.46	\$ 4,215.00	\$ 3,797.54	9.90%
Uniform Allowance	7610	\$ 636.26	\$ 160.00	\$ 416.62	\$ 12,490.00	\$ 12,073.38	3.34%
Safety Clothing	7620	\$ -	\$ -	\$ 193.94	\$ 5,404.00	\$ 5,210.06	3.59%
Transportation and Travel	7700	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00	0.00%
Conference&Seminar Staff	7710	\$ 3,980.00	\$ 3,964.00	\$ 6,649.00	\$ 30,591.00	\$ 23,942.00	21.74%
Conference&Seminar Board	7715	\$ -	\$ 63.00	\$ 88.00	\$ 4,450.00	\$ 4,362.00	1.98%
Conference&Seminar Travel Exp	7720	\$ 366.95	\$ 1,149.83	\$ 366.95	\$ 26,949.00	\$ 26,582.05	1.36%
Out of Town Travel Board	7725	\$ 828.30	\$ 1,221.94	\$ 828.30	\$ 2,420.00	\$ 1,591.70	34.23%
Private Vehicle Mileage	7730	\$ 266.26	\$ -	\$ 400.02	\$ 6,025.00	\$ 5,624.98	6.64%
Buses/Excursions	7750	\$ 720.40	\$ -	\$ 4,900.89	\$ 33,500.00	\$ 28,599.11	14.63%
Tuition/Book Reimbursement	7760	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	0.00%
Utilities - Gas	7810	\$ 2,687.02	\$ 6,200.35	\$ 5,426.48	\$ 38,740.00	\$ 33,313.52	14.01%
Utilities - Water	7820	\$ 34,399.09	\$ 248,587.01	\$ 118,246.66	\$ 910,143.00	\$ 791,896.34	12.99%
Utilities - Electric	7830	\$ 11,895.66	\$ 42,572.79	\$ 21,028.34	\$ 217,575.00	\$ 196,546.66	9.66%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ 2,961.70	\$ 266.75	\$ 4,298.40	\$ 16,130.00	\$ 11,831.60	26.65%
Meals for Staff Training	7920	\$ -	\$ 169.78	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
Employee Morale	7930	\$ 165.00	\$ -	\$ 165.00	\$ 5,500.00	\$ 5,335.00	3.00%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ 217,560.00	\$ 217,560.00	0.00%
Reserve Computer Fleet	7971	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	100.00%
Reserve Dry Period	7973	\$ -	\$ 65,203.00	\$ 65,203.00	\$ 65,203.00	\$ -	100.00%
Reserve Capital Improvements	7974	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	100.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	100.00%
Reserve - Compensated Absences	7976	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	100.00%
<b>Services and Supplies</b>		<b>\$ 156,441.84</b>	<b>\$ 764,615.05</b>	<b>\$ 706,462.56</b>	<b>\$ 3,876,468.00</b>	<b>\$ 3,170,005.44</b>	<b>18.22%</b>
<b>YTD Comparison</b>				<b>\$ (58,152.49)</b>			
<b>Capital</b>							
General Capital	8400	\$ -	\$ -	\$ -	\$ 765,000.00	\$ 765,000.00	0.00%
Equip/Facility Replacement	8420	\$ -	\$ -	\$ 5,764.68	\$ 97,500.00	\$ 91,735.32	5.91%
ECAA Loan-Lighting Project	8483	\$ 7,030.50	\$ 52.50	\$ 13,759.62	\$ -	\$ (13,759.62)	0.00%
Prop68-Arneill Ranch Park	8496	\$ -	\$ -	\$ 51,731.16	\$ 3,080.00	\$ (48,651.16)	1679.58%
<b>Capital</b>		<b>\$ 7,030.50</b>	<b>\$ 52.50</b>	<b>\$ 71,255.46</b>	<b>\$ 865,580.00</b>	<b>\$ 794,324.54</b>	<b>8.23%</b>
<b>YTD Comparison</b>				<b>\$ 71,202.96</b>			
<b>Expense Excluding Capital</b>		<b>\$ 602,081.05</b>	<b>\$ 2,373,789.51</b>	<b>\$ 2,319,709.77</b>	<b>\$ 8,936,506.00</b>	<b>\$ 6,616,796.23</b>	<b>25.96%</b>
<b>YTD Comparison</b>				<b>\$ (54,079.74)</b>			
<b>Revenue Total</b>		<b>\$ 219,088.14</b>	<b>\$ 402,481.65</b>	<b>\$ 861,058.77</b>	<b>\$ 8,943,311.00</b>	<b>\$ 8,082,252.23</b>	<b>9.63%</b>
<b>Expense Excluding Capital Total</b>		<b>\$ 602,081.05</b>	<b>\$ 2,373,789.51</b>	<b>\$ 2,319,709.77</b>	<b>\$ 8,936,506.00</b>	<b>\$ 6,616,796.23</b>	<b>25.96%</b>
<b>YTD Revenue-Expenses</b>				<b>\$ (1,458,651.00)</b>			



General Ledger  
Fund 20 Assessment Fund  
September 2022 25.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Tax Apport - Prior Year Sec	5130	\$ -	\$ -	\$ -	\$ (238.00)	\$ (238.00)	0.00%
Interest Earnings	5310	\$ -	\$ (95.37)	\$ (71.24)	\$ -	\$ 71.24	0.00%
Assessment Revenue	5500	\$ (4,487.72)	\$ (6,849.52)	\$ (4,685.02)	\$ (1,251,393.00)	\$ (1,246,707.98)	0.37%
<b>Revenue</b>		<b>\$ 4,487.72</b>	<b>\$ 6,944.89</b>	<b>\$ 4,756.26</b>	<b>\$ 1,251,631.00</b>	<b>\$ 1,246,874.74</b>	<b>0.38%</b>

**Expense**

**Personnel**

Full Time Salaries	6100	\$ 2,321.20	\$ 4,589.18	\$ 4,906.29	\$ 21,048.00	\$ 16,141.71	23.31%
Overtime Salaries	6101	\$ 10.32	\$ 17.37	\$ 10.32	\$ -	\$ (10.32)	0.00%
Cell Phone Allowance	6108	\$ 20.79	\$ 48.51	\$ 48.51	\$ 162.00	\$ 113.49	29.94%
Retirement	6120	\$ 378.14	\$ 764.77	\$ 799.17	\$ 3,601.00	\$ 2,801.83	22.19%
Employee Insurance	6130	\$ 354.60	\$ 692.52	\$ 936.59	\$ 4,386.00	\$ 3,449.41	21.35%
Workers Compensation	6140	\$ 258.63	\$ 498.81	\$ 539.61	\$ 2,787.00	\$ 2,247.39	19.36%
<b>Personnel</b>		<b>\$ 3,343.68</b>	<b>\$ 6,611.16</b>	<b>\$ 7,240.49</b>	<b>\$ 31,984.00</b>	<b>\$ 24,743.51</b>	<b>22.64%</b>

**Services and Supplies**

Incidental Costs - Assess	6709	\$ 9,607.13	\$ 10,639.13	\$ 9,607.13	\$ 19,444.00	\$ 9,836.87	49.41%
Tree Care	6719	\$ -	\$ -	\$ -	\$ 88,502.00	\$ 88,502.00	0.00%
Contracted LS Services	6720	\$ 42,968.19	\$ 97,359.65	\$ 85,936.38	\$ 516,049.00	\$ 430,112.62	16.65%
Park Amenities - Assess	6722	\$ -	\$ -	\$ -	\$ 34,000.00	\$ 34,000.00	0.00%
Bank & Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ 529,760.00	\$ 529,760.00	0.00%
<b>Services and Supplies</b>		<b>\$ 52,575.32</b>	<b>\$ 107,998.78</b>	<b>\$ 95,543.51</b>	<b>\$ 1,191,325.00</b>	<b>\$ 1,095,781.49</b>	<b>8.02%</b>

<b>Expense</b>		<b>\$ 55,919.00</b>	<b>\$ 114,609.94</b>	<b>\$ 102,784.00</b>	<b>\$ 1,223,309.00</b>	<b>\$ 1,120,525.00</b>	<b>8.40%</b>
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<b>Revenue Total</b>		<b>\$ 4,487.72</b>	<b>\$ 6,944.89</b>	<b>\$ 4,756.26</b>	<b>\$ 1,251,631.00</b>	<b>\$ 1,246,874.74</b>	<b>0.38%</b>
<b>Expense Total</b>		<b>\$ 55,919.00</b>	<b>\$ 114,609.94</b>	<b>\$ 102,784.00</b>	<b>\$ 1,223,309.00</b>	<b>\$ 1,120,525.00</b>	<b>8.40%</b>
<b>YTD Revenue-Expenses</b>				<b>\$ (98,027.74)</b>			

General Ledger  
Fund 30 Quimby Fund  
September 2022 25.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ -	\$ -	(52.89)	(5,464.72)	(5,125.00)	339.72 106.63%
Park Dedication Fees	5400	\$ -	\$ -	-	(3,188,072.45)	-	3,188,072.45 0.00%
<b>Revenue</b>		<b>\$ -</b>	<b>\$ -</b>	<b>52.89</b>	<b>3,193,537.17</b>	<b>5,125.00</b>	<b>(3,188,412.17) 62312.92%</b>

<b>Services and Supplies</b>							
Bank & Registration Fees	6950	\$ -	\$ -	-	10.00	-	(10.00) 0.00%
<b>Services and Supplies</b>		<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>10.00</b>	<b>-</b>	<b>(10.00) 0.00%</b>

<b>Expense</b>							
<b>Capital</b>							
General Capital	8400	\$ -	\$ -	-	-	1,400,000.00	1,400,000.00 0.00%
Arneill Ranch Park Renovation	8464	\$ 9,562.31	\$ 159,155.34	159,155.34	9,562.31	93,008.59	83,446.28 10.28%
Pickleball Sports Complex	8493	\$ 327.30	\$ -	-	5,848.87	1,382,519.19	1,376,670.32 0.42%
<b>Capital</b>		<b>\$ 9,889.61</b>	<b>\$ 159,155.34</b>	<b>15,411.18</b>	<b>2,875,527.78</b>	<b>2,860,116.60</b>	<b>2,860,116.60 0.54%</b>

<b>Expense</b>		<b>\$ 9,889.61</b>	<b>\$ 159,155.34</b>	<b>15,421.18</b>	<b>2,875,527.78</b>	<b>2,860,106.60</b>	<b>0.54%</b>
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<b>Revenue Total</b>		<b>\$ -</b>	<b>\$ 52.89</b>	<b>3,193,537.17</b>	<b>5,125.00</b>	<b>(3,188,412.17)</b>	<b>62312.92%</b>
<b>Expense Total</b>		<b>\$ 9,889.61</b>	<b>\$ 159,155.34</b>	<b>15,421.18</b>	<b>2,875,527.78</b>	<b>2,860,106.60</b>	<b>0.54%</b>

**YTD Revenue-Expenses**

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/14	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/15	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,894,525.49	\$ 355,964.21	1/31/2020
8/8/16	\$ 2,649,209.00	\$ 3,200,000.00	Comstock/Elacora Mission Oaks		\$ 1,705,901.03	\$ 943,307.97	8/8/2021
8/10/16	\$ 474,353.00	\$ 629,500.00	KB Homes**		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/18	\$ 21,612.25	\$ -	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/18	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/19	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/19	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/19	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
7/29/22	\$ 2,840,447.45	\$ -	Williams Homes		\$ -	\$ 2,840,447.45	7/29/2027
8/5/22	\$ 347,625.00	\$ -	Somis Ranch		\$ -	\$ 347,625.00	8/5/2027
<b>Total</b>	<b>\$ 10,499,187.40</b>	<b>\$ 6,800,589.70</b>			<b>\$ 4,685,178.35</b>	<b>\$ 6,052,892.06</b>	

\*Amount allocated exceeds fee total due to Valle Lindo Restroom Project, excess expenses to be allocated from KB Homes

\*\*Expenses for Valle Lindo above AMLI fee amount allocated here, full allocated amount yet to be spent

General Ledger  
Fund 40 Park Impact Fee Fund  
September 2022 25.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ -	\$ -	\$ (58.56)	\$ (66.00)	\$ (7.44)	88.73%
Park Impact Fees	5450	\$ (218.40)	\$ -	\$ (218.40)	\$ -	\$ 218.40	0.00%
<b>Revenue</b>		<b>\$ 218.40</b>	<b>\$ -</b>	<b>\$ 276.96</b>	<b>\$ 66.00</b>	<b>\$ (210.96)</b>	<b>419.64%</b>
<b>Revenue Total</b>							
		<b>\$ 218.40</b>	<b>\$ -</b>	<b>\$ 276.96</b>	<b>\$ 66.00</b>	<b>\$ (210.96)</b>	<b>419.64%</b>
<b>Expense Total</b>							
		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>

General Ledger  
Fund 50 CDBG Fund  
September 2022 25.0%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Staffing Cost Recovery	5563	\$ -	\$ -	\$ -	\$ (42,428.00)	\$ (42,428.00)	0.00%
CDBG - Food Share	5577	\$ -	\$ -	\$ (10,441.30)	\$ -	\$ 10,441.30	0.00%
<b>Revenue</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,441.30</b>	<b>\$ 42,428.00</b>	<b>\$ 31,986.70</b>	<b>24.61%</b>
<b>Expense</b>							
<b>Personnel</b>							
Full Time Salaries	6100	\$ 116.88	\$ -	\$ 925.14	\$ 34,508.00	\$ 33,582.86	2.68%
Part-Time Salaries	6110	\$ 4,066.76	\$ -	\$ 7,795.80	\$ 5,333.00	\$ (2,462.80)	146.18%
Retirement	6120	\$ 541.32	\$ -	\$ 1,169.86	\$ -	\$ (1,169.86)	0.00%
Employee Insurance	6130	\$ -	\$ -	\$ 9.51	\$ -	\$ (9.51)	0.00%
Workers Compensation	6140	\$ 71.11	\$ -	\$ 175.93	\$ -	\$ (175.93)	0.00%
<b>Personnel</b>		<b>\$ 4,796.07</b>	<b>\$ -</b>	<b>\$ 10,076.24</b>	<b>\$ 39,841.00</b>	<b>\$ 29,764.76</b>	<b>25.29%</b>
<b>Expense</b>		<b>\$ 4,796.07</b>	<b>\$ -</b>	<b>\$ 10,076.24</b>	<b>\$ 39,841.00</b>	<b>\$ 29,764.76</b>	<b>25.29%</b>
<b>Revenue Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,441.30</b>	<b>\$ 42,428.00</b>	<b>\$ 31,986.70</b>	<b>24.61%</b>
<b>Expense Total</b>		<b>\$ 4,796.07</b>	<b>\$ -</b>	<b>\$ 10,076.24</b>	<b>\$ 39,841.00</b>	<b>\$ 29,764.76</b>	<b>25.29%</b>

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: November 3, 2022**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 725 PROCLAIMING A LOCAL EMERGENCY PERSISTS AND RE-AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF DIRECTORS AND ALL STANDING COMMITTEES OF THE DISTRICT FOR THE 30-DAY PERIOD BEGINNING NOVEMBER 5TH, 2022 THROUGH DECEMBER 4<sup>TH</sup>, 2022 PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361**

**BACKGROUND**

In March 2020, the Governor, on behalf of the State of California, issued various executive orders which relaxed requirements under the Ralph M. Brown Act (Brown Act) allowing public agencies the flexibility to successfully continue conducting public meetings during the COVID-19 pandemic. On September 30, 2021, the State rescinded those orders. However, in lieu of the rescinded executive orders, the State passed Assembly Bill 361 (AB 361) which modified the Brown Act and provides essentially the same flexibility for conducting public meetings during a declared emergency until January 1, 2024. As a result, in accordance with the requirements of AB 361, local agencies must continue to adopt a resolution every 30 days to use the modified public meeting provisions provided for in AB 361.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”) into law. AB 361 was made effective on October 1, 2021, on an urgency basis, to correspond to the timing of expiration of the Brown Act Orders. AB 361 provides for the ability to continue teleconferencing Brown Act meetings of city legislative bodies for public health and safety reasons under certain conditions, akin to the authority to do so under the Brown Act Orders.

**ANALYSIS**

In accordance with AB 361, if a local agency passes a resolution that makes the necessary findings, the agency is allowed to follow the provisions of AB 361 for a maximum period of 30 days. After the first 30-day period, AB 361 requires the public agency to adopt a resolution no later than once every 30-days to continue meeting under the modified Brown Act requirements.

On February 3, 2022, the District Board adopted Resolution No. 699 authorizing the continuation of the use of remote teleconference meetings under the provision of Government Code Section 54953. The resolution is effective for a 30-day period and must be renewed every 30 days. To keep the

authorization current from the February 3, 2022 initial resolution, the District Board has adopted a new resolution each month. A list of the resolutions with their approved dates is as follows:

- Resolution No 701, March 2, 2022
- Resolution No. 704, April 6, 2022
- Resolution No. 709, May 4, 2022
- Resolution No. 711, June 1, 2022
- Resolution No. 716, July 6, 2022
- Resolution No. 719, September 7, 2022
- Resolution No. 722, October 5, 2022

The other major change is that all public agencies, if they want to continue to conduct public meetings remotely, must adopt a resolution every 30 days making the findings of necessity to do so and affirming the measures in place to allow remote public comments by the public. If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, AB 361 imposes certain requirements to continue use of its provisions after the initial 30-day period, or a 30-day period, thereafter, has elapsed.

Government Code section 54953(e)(3) provides that “not later than 30 days after teleconferencing for the first time pursuant” to AB 361, “and every 30 days thereafter,” the public agency shall make the following findings by majority vote for the agency to continue using the teleconferencing provisions of AB 361:

1. The public agency has reconsidered the circumstances of the state of emergency; *and*
2. Either of the following circumstances exist:
  - a. The state of emergency continues to directly impact the ability of the members to meet safely in person, *or*
  - b. State or local officials continue to impose or recommend measures to promote social distancing.

These provisions of AB 361 are effective until January 1, 2024. This means these provisions may be invoked any time there is a proclaimed state of emergency by the Governor (e.g., wildfires) and the District Board can make at least one of the enumerated findings. Accordingly, if the Board would like to continue conducting public meetings under the modified Brown Act provisions, staff has prepared the attached resolution for Board consideration and adoption.

### **RECOMMENDATION**

It is recommended for the Board to consider and adopt Resolution No. 725 proclaiming a local emergency persists and re-authorizing the use of remote teleconference meeting procedures by the Board of Directors and all standing committees of the District for the 30-day period beginning November 5th, 2022 through December 4<sup>th</sup>, 2022 pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361.

### **ATTACHMENT**

- 1) Resolution No. 725 (3 pages)

**RESOLUTION NO. 725**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS AND RE-AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF DIRECTORS AND ALL STANDING COMMITTEES OF THE DISTRICT FOR THE 30-DAY PERIOD BEGINNING NOVEMBER 5<sup>TH</sup>, 2022 THROUGH DECEMBER 4<sup>TH</sup>, 2022 PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361**

**WHEREAS**, the Pleasant Valley Recreation and Park District (“District”) is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the Board of Directors (“Board”) and all standing committees; and

**WHEREAS**, all meetings of the Board and standing committees are open and public, as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

**WHEREAS**, the Brown Act, as amended by AB 361 (2021), at Government Code section 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the District, caused by conditions as described in Government Code section 8558; and

**WHEREAS**, such conditions now exist in the District specifically, a state of emergency was proclaimed, which includes area within the jurisdictional boundaries of the District, on or about March 4, 2020, by California Governor Gavin Newsom in response to the COVID-19 novel coronavirus pandemic, including measures to mitigate the spread of COVID-19 in order to control outbreaks which minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities; and

**WHEREAS**, the Board of Directors does hereby find the Ventura County Public Health Officer has recommended that physical/social distancing measures continue to be practiced throughout Ventura County communities to minimize the spread of COVID-19; and

**WHEREAS**, the District remains committed to providing the public with real-time access to attend and participate in remotely held District meetings through a variety of

options including through the internet via Zoom, telephonically, via email correspondence prior to the meeting, and through livestream video via the District's YouTube channel, in an effort to protect the constitutional and statutory rights of all attendees; and

**WHEREAS**, as a consequence of the local emergency existing, the Board hereby finds that the Board and all standing committees of the Pleasant Valley Recreation and Park District shall conduct their meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

**WHEREAS**, continued reliance on AB 361 for subsequent meetings requires the following:

1. Either the "state of emergency" must remain active or state or local officials have imposed or recommended measures to promote social distancing; and
2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:
  - a. The state of emergency continues to impact the ability of the members to meet safely in person; or
  - b. State or local officials continue to impose recommended measures to promote social distancing.

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

**Section 1.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** The Board of Directors hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor on March 4, 2020 and recognizes that the Ventura County Public Health Officer has recommended physical and social distancing measures to be practiced throughout Ventura County communities to minimize the spread of COVID-19. Based on such facts, findings and determinations, the District proclaims the existence of a local emergency throughout the District and authorizes staff to conduct remote teleconference meetings of the Board of Directors, including committee meetings, under the provisions of Government Code Section 54953(e).

**Section 3.** The General Manager is authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all Board meetings, and all standing committee meetings of the District.



**Section 4.** As respects continued reliance on AB 361 for subsequent meetings, this Resolution takes into consideration that the state of emergency still persists which can impact the ability of board members to meet safely in person and re-authorizes the remote teleconferencing procedures for another 30 days.

**Section 5.** This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) 11:59 p.m. on November 5<sup>th</sup>, 2022, or (ii) such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Pleasant Valley Recreation and Park District and all standing committees of the District may continue to meet remotely, without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Board of Directors of the Pleasant Valley Recreation and Park District at a regular meeting held on the 3<sup>rd</sup> day of November 2022, by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

\_\_\_\_\_  
Robert Kelley, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**Attested:**

\_\_\_\_\_  
Bev Dransfeldt, Secretary, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**By: Bob Cerasuolo, Park Services Manager**

**Jessica A. Puckett, CPRE, Administrative Analyst**

**DATE: November 3, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF THE REQUEST FOR  
BID PROPOSALS FOR THE CONSTRUCTION OF A  
MIRACLE LEAGUE FIELD AT FREEDOM PARK**

**SUMMARY**

In September 2022, the Pleasant Valley Recreation and Park District Board of Directors formally approved both an amended Construction Agreement and finalized designs with the non-profit Miracle League of the 805 (“Miracle League”) for the future Miracle League Field (“Field”) at Freedom Park. Jordan, Gilbert & Bain Landscape Architects Inc. have since completed the design and estimate for the construction of the Field and have provided a bid package for Board approval which will allow the District to solicit bids for construction. Work includes but is not limited to existing site removal, site grading, tree removal, fencing, concrete, electrical, turfgrass, irrigation and installation work.

**BACKGROUND**

Miracle League of the 805, a Camarillo-based 501(c)3 non-profit, first approached the District for space to operate a permanent Miracle League field and program in 2019. Over the next two years, the Board of Directors and staff worked through the District’s Liaison Committee to identify an appropriate site for a Field. Upon the rejection from the Pleasant Valley School District for usage of school property, an Ad Hoc Committee was formed in January 2020 with the ultimate decision to use the east end of Freedom Park (located at 275 E. Pleasant Valley Road), directly west of the Park District office. This decision amended the 2011 Freedom Park Master Plan but per an approved consent to enter, release and hold harmless agreement approved on June 18, 2020, with the District, Miracle League of the 805 would be required to design an adjacent Shetland field just north of the Field per the amended 2011 Master Plan. Miracle League of the 805 hired landscape architect Jay Bain of Jordan, Gilbert & Bain to design both the Shetland and Miracle League fields. The Board approved an initial Construction Agreement and Use and Maintenance Agreement with Miracle League of the 805 in September 2021 followed by an amended Construction Agreement and finalized designs in September 2022.

## **ANALYSIS**

The Field will measure approximately 120 ft x 110 ft and will be completely constructed using a concrete base with appropriate padding and rubberized surfacing. The elevation of the field between the existing open dirt field and the existing chain link fence will be raised by approximately two feet (2') in height. A concrete 'V' swale has been created between the elevated field and the existing open direct field for drainage purposes. Southern California Edison ('SCE') will provide a separate electrical power service line and meter for the baseball field site. An overhead electrical line will be extended from an existing power pole located in the rear of the adjacent Park District office building to the rear of the baseball field. Per SCE standards and due to the project grading operations, a total of 22 trees along the south perimeter of the park site will need to be removed to construct the project.

Based on the revised and final Field designs approved by the Board on September 7, 2022, Jordan, Gilbert & Bain Landscape Architects have prepared the attached RFP to address the specific requirements of a Miracle League Field and the needs of the District. The following elements are required in the bid proposal:

1. Bid Alternate Work
2. Fencing and Protection
3. Existing Conditions and Removals
4. Tree Removal
5. Turfgrass Spraying and Removal
6. Concrete Footings
7. Masonry
8. Site Furnishings
9. Bleachers
10. Electrical
11. Concrete Work
12. Synthetic Turf
13. Chain Link Fence and Gates
14. Chain Link Backstops and High Fencing
15. Irrigation
16. Landscape Maintenance
17. Landscape Planting

## **FISCAL IMPACT**

Approval of the RFP and Plans has no fiscal impact at this time. Per the Construction Agreement, Miracle League of the 805 is responsible for "...shall solicit, procure, and provide the entire cost of the Miracle League field through private donations. Prior to staff obtaining authorization to bid from the District's Board; Miracle League shall provide the District with a letter of commitment in an amount not less than 110% of the engineer's/construction estimate in a form (Exhibit E) approved by the District." The current estimated cost of construction is \$1,094,171.74. Ten percent of the cost estimate is \$109,417.17 thus bringing the 110% grand total to \$1,203,588.91 for compliance with the agreement. Miracle League of the 805 has provided verified letters per the agreement showing a totality that meets the 110% of the engineer's/construction cost estimate.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 3.2B: “Public and private partnerships to acquire, or promote access to land for parks, trails, open space, and recreation.”

Meets 2021 Strategic Plan Goal 3.4D: “Update the Freedom Park Master Plan and continue pursuing funding opportunities with Community Partners.”

Meets 2021 Strategic Plan Goal 4.4A: “Build, maintain and support relationships with local non-profit organizations engaged in activities consistent with the District’s mission. Look for collaborative opportunities to expand services and fulfill unmet needs.”

### **RECOMMENDED ACTION**

It is recommended the Board review and approve the Request for Bid Proposals for the construction of a Miracle League Field at Freedom Park.

### **ATTACHMENTS**

- 1) Request for Bid (151 pages)
- 2) Engineer’s Cost Estimate Miracle League Field (4 pages)
- 3) Miracle League Amended Construction Agreement (17 pages)
- 4) Bank Verification Letters – Miracle League of 805 (2 pages)
- 5) Notice to Bid (1 page)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

**MIRACLE LEAGUE FIELD PROJECT**

**FISCAL YEAR 2022-2023**

**SPEC NO. ML-1**



**BID OPENING: January 4, 2023, AT 10:00 a.m.**

1605 E. Burnley Street  
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT  
CALIFORNIA

CONTRACT DOCUMENTS,  
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

**MIRACLE LEAGUE FIELD PROJECT**

**SPEC NO. ML-1**

**FISCAL YEAR 2022-2023**

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo

Park Services Manager

Date

**PLEASANT VALLEY RECREATION & PARK DISTRICT**  
**MIRACLE LEAGUE FIELD PROJECT**

**SPEC NO. ML-1**

**FISCAL YEAR 2022-2023**

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

**FOR THE**

**MIRACLE LEAGUE FIELD PROJECT  
SPEC NO. ML-1**

**PUBLIC NOTICE IS HEREBY GIVEN THAT:**

Sealed bids will be received at the Office of the District, 1605 E. Burnley Street Camarillo, CA 93010, up to the hour of **10:00 A.M. Wednesday, January 4, 2023**, at which time they will be publicly opened and read aloud in the Conference Room of the District offices located at 1605 E Burnley St, **Camarillo, California**, for performing the following work:

**MIRACLE LEAGUE FIELD PROJECT  
SPEC NO. ML-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 "**MIRACLE LEAGUE FIELD PROJECT, SPEC NO. ML-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, **November 29, 2022, at 9:00 A.M., at the job site located at 482 Skyway Drive Rd, 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 Miracle League Field. The work will take place at 482 Skyway Drive Camarillo, California, 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 ENGINEER'S ESTIMATE FOR THIS PROJECT IS: \$1,094,172.**

**COMPLETION OF WORK:** All work to be done under this contract shall be completed within **Two Hundred and Sixteen (216) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Engineer.

**LIQUIDATED DAMAGES:** Liquidated damages of \$250/day will apply to this 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/about> us RFP. 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" 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.

**N/A BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email the \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, 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 \_\_\_\_\_ PROJECT, SPEC NO. ML-1 \_\_\_\_\_.**

**BID QUESTIONS:** All bid questions shall be submitted by email to \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ 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.

**BID RESULTS:** Bid results shall also be available on the Pleasant Valley Recreation & Park District's website (<http://www.pvrpd.org/>) within 24 hours after bid opening.

## TIMELINE

1. Request for Proposal Released	November 3, 2022	
2. Notice to Bid goes in Paper	November 7, 2022	
3. Job Walk	November 29, 2022	9:00 a.m.
4. Questions in by	December 20, 2022	10:00 a.m.
5. Proposals are Due and must be Received by	January 4, 2023	10:00 a.m.
6. Contract Award	February 1, 2023	
7. Start Job	February 27, 2023	
8. Completion of Project	September 30, 2023	

## INSTRUCTIONS TO BIDDERS

**N/A BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ at least 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR \_\_\_\_\_ PROJECT, SPEC NO. ML-1 \_\_\_\_\_.**

**BID FORM:** All bids shall be submitted on the Bid Forms provided herein for the **Miracle League Field PROJECT, SPEC NO. ML-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 Engineer, 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 **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 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 Engineer 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 **CITY OF CAMARILLO for the PURPOSE of the MIRACLE LEAGUE FIELD**. In addition, the Contractor, and **ALL** subcontractors, **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**

**MIRACLE LEAGUE FIELD PROJECT**

**SPEC NO. ML-1**

**FISCAL YEAR 2022-2023**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**BID FOR THE  
MIRACLE LEAGUE FIELD PROJECT**

**SPEC NO. ML-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 “**MIRACLE LEAGUE FIELD PROJECT, SPEC NO. ML-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 “**MIRACLE LEAGUE FIELD PROJECT, SPEC NO. ML-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**

**MIRACLE LEAGUE FIELD PROJECT  
SPEC NO. ML-1**

**BID SCHEDULE**

**BIDDER'S NAME** \_\_\_\_\_

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>PAYMENT REFERENCE</b>	<b>UNIT OF MEASURE</b>	<b>TOTAL</b>
1	Fencing and Protection	01 10 20 – 4.01	LS	\$
2	Existing Conditions and Removal	02 41 10 – 4.01	LS	\$
3	Tree Removal	02 41 20 – 4.01	LS	\$
4	Turfgrass Spraying and Removal	02 41 30 – 4.01	LS	\$
5	Concrete Footings	03 30 10 – 4.01	LS	\$
6	Masonry	04 22 10 – 4.01	LS	\$
7	Site Furnishing	12 93 10 – 4.01	LS	\$
8	Bleachers	12 93 20 – 4.01	LS	\$
9	Electrical	26 05 10 – 4.01	LS	\$
10	Concrete Work	32 13 13 – 4.01	LS	\$
11	Synthetic Turf	32 18 10 – 4.01	LS	\$
12	Chain Link Fence and Gates	32 31 13 – 4.01	LS	\$
13	Chain Link Backstops and High Fencing	32 31 19 – 4.01	LS	\$
14	Irrigation System	32 84 23 – 4.01	LS	\$
15	Landscape Maintenance	32 90 20 – 4.01	LS	\$
16	Lawn Planting	32 93 33 – 4.01	LS	\$
17	Construction Permits			\$1,845.02

**BASE BID GRAND TOTAL (Bid Price in Figures) \$** \_\_\_\_\_

**BASE BID GRAND TOTAL (Bid Prices in Words)** \_\_\_\_\_

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



**BID ALTERNATES**

No. 1 – Addition of Miracle League Homer Concrete Sculpture \$ \_\_\_\_\_

No. 2 – Addition of Foul Poles \$ \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Dated \_\_\_\_\_

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

	No.	Dated
<b><u>The following Addenda are ACKLOWLEDGED and attached</u></b>		

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

DATED \_\_\_\_\_ AT \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_  
 (Sole Owner, Partner, Corporate Officer) \*

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

**RESOLUTION OF CONSTRUCTION CLAIMS**

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_

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

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 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 five (5) completed Baseball Fields individually or all within a single park complex, or (5) new public park installations greater than 2 acres in size, or (5) park renovation projects greater than 2 acres in size, or a combination of all (3) categories 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
\$ _____	_____	_____	_____

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

Date of Inspection: \_\_\_\_\_

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

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**(TO ACCOMPANY BID)**

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

**QUESTIONNAIRE**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

**CONTRACTOR LICENSE AFFIDAVIT**

**STATE OF CALIFORNIA )**  
**COUNTY OF \_\_\_\_\_ ) ss.**

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

and says that he or she is \_\_\_\_\_ of \_\_\_\_\_,  
**Title Name of Firm**

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

\_\_\_\_\_  
**Contractor's State License Number and Classification**

\_\_\_\_\_  
**License Expiration Date**

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

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

on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**State License Number and Classification**

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

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



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

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

## AGREEMENT

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

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

**ARTICLE I:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "MIRACLE LEAGUE FILD PROJECT, SPEC NO. ML-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 Engineer, 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 **Two Hundred and Sixteen (216) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, 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 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 \_\_\_\_\_, 202

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

ATTEST:

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

Dated \_\_\_\_\_, 202

**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:

**MIRACLE LEAGUE FIELD PROJECT**

**SPEC NO. ML-1**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
TELEPHONE

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

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

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

**Labor Code Section 3700**

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

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

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

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

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

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

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**CONTRACTOR**

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

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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 275 E Pleasant Valley Rd 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 Engineer.

**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 Engineer, 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 4216 – 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 Engineer 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 Engineer, 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 Engineer 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 Engineer 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 Engineer 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 workdays as defined in Section 6-7.2 (S.S.P.W.C.).

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



# SPECIAL PROVISIONS

## PLEASANT VALLEY RECREATION & PARK DISTRICT

### MIRACLE LEAGUE FIELD PROJECT

#### SPEC NO. ML-1

#### FISCAL YEAR 2022-2023

#### 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) Director, Engineer - The District's Public Works and District Engineer, acting either directly or through authorized agents. Also referred to herein as District Engineer.
- (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 Engineer. 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 Two Hundred Sixteen **(216) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Engineer.

(2) In the event that the Engineer 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 Engineer the Contractor shall have completely performed the contract on his or her part, the Engineer 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 Engineer for approval a written statement of the final quantities of contract items for inclusion in the

final invoice. Upon receipt of such statement, the Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Engineer'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 Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer.

[6] Provide the Engineer 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 Engineer may request.

[7] Dispose of materials not yet used in the work as directed by Engineer. 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 Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer formally accept the contract, and immediately upon and after such acceptance by the

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

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer 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 Engineer, 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 Engineer 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 Engineer.

[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 Engineer, the Engineer 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 engineer 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 engineer.

“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 Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer 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 Engineer, 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 Engineer's request for correction within a reasonable time as determined by the Engineer, 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 Engineer 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 Engineer 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 Engineer 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 Engineer, the Contractor shall attend all conferences and meetings that the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer 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 Engineer 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 Engineer.

**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 Engineer. 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 Engineer. 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 Engineer, 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 Engineer based on Contractor's request as submitted to the Engineer 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 Engineer.

In the event work is allowed by the Engineer 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 Engineer 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 Engineer and must be free of objectionable material. The Contractor must submit to the Engineer 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 Engineer. 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 Engineer. 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 Engineer, and the use of such facilities shall be strictly enforced by the Contractor.

**L. INSPECTION:** The Engineer, 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 Engineer. 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 Engineer 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 Engineer 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 Engineer. 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 Engineer.*

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 Engineer. 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 Engineer.

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

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 Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. 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 Engineer 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**

**SPECIFICATIONS FOR THE  
PROJECT  
SPEC NO.**

Section 01 10 10	Bid Alternate Work
Section 01 10 20	Fencing and Protection
Section 02 41 10	Existing Conditions and Removal
Section 02 41 20	Tree Removal
Section 02 41 30	Turfgrass Spraying and Removal
Section 03 30 10	Concrete Footings
Section 04 22 10	Masonry
Section 12 93 10	Site Furnishings
Section 12 93 20	Bleachers
Section 26 05 10	Electrical
Section 32 13 13	Concrete Work
Section 32 18 13	Synthetic Turf
Section 32 31 13	Chain Link Fence and Gates
Section 32 31 19	Chain Link Backstops and High Fencing
Section 32 84 23	Irrigation System
Section 32 90 20	Landscape Maintenance
Section 32 93 15	Landscape Planting

**SECTION 01 10 10  
BID ALTERNATE WORK**

PART 1      GENERAL

1.01    SECTION INCLUDES

    This section includes requirements for the bid alternate work .

1.02    SUBMITTALS

    Submit a total price for the bid alternate work on the space provided on the bid form. The price shall include the total cost for all labor and materials required to complete the work.

PART 2      BID ALTERNATES

2.01    BID ALTERNATE NO. 1

- A.    Bid Alternate No. 1 includes the installation of the Miracle League Custom Homer Concrete Sculpture.
- B.    The Miracle League Custom Homer Sculpture shall be manufactured by Landscape Structures, Inc., with all necessary accessories for installation.
- C.    Install the Miracle League Custom Homer Sculpture per manufacturer's installation instructions.

2.02    BID ALTERNATE NO. 2

    Bid Alternate No. 2 includes the installation of foul poles per the drawings.

PART 3      MEASUREMENT AND PAYMENT

3.01    MEASUREMENT AND PAYMENT

    Measurement and payment for bid alternate 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 01 10 10**

**SECTION 01 10 20  
FENCING AND PROTECTION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

This section includes general requirements for temporary fencing and protection of the work area and the campus.

**1.02 SUBMITTALS**

Submit, for approval, all catalog cuts and or specification sheets for all temporary fencing products.

**1.03 QUALITY ASSURANCE**

Fencing shall be installed by a qualified fence company with a C13 license.

**PART 2 PRODUCTS**

**2.01 TEMPORARY FENCING**

Temporary fencing shall be 6 feet high chain link fence fabric attached to post and frames in a secure manner. Barb wire and or razor wire is not allowed. Provide access gates as required.

**PART 3 EXECUTION**

**3.01 FENCE LAYOUT**

Contractor shall submit to the District for approval, a schematic fence layout showing the location of gates, fence panels, and method of attachment of panels and post. This plan must be approved by the District prior to start of the work.

**3.02 FENCE INSTALLATION**

- A. Install fencing and post so that no damage occurs to the existing underground conduits or paving. Immediately repair all damage to the existing conditions that may occur because of the fence installation.
- B. If fence panels have post with a horizontal support frame, the frame shall be visually apparent to prevent any trip hazard. Method must be approved by the District.

### 3.03 FENCE REPAIR

Immediately repair any damage to the fencing that may occur.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all fencing and protection 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 01 10 20**



**SECTION 02 41 10  
EXISTING CONDITIONS AND REMOVALS**

**PART 1      GENERAL**

**1.01    SECTION INCLUDES**

This section includes general requirements for the removal of the existing grass, trees, and other items indicated on the plans.

**1.02    IMPORT SOIL**

The source of any required imported soil shall be tested and approved by the District prior to any delivery.

**1.03    DISPOSAL OF MATERIALS**

Remove items such as landscape materials, concrete paving, and all other miscellaneous items scheduled to be removed and properly dispose of these items as they accumulate. Do not store or permit debris to accumulate on the site.

**PART 2      PRODUCTS**

(Not Used)

**PART 3      EXECUTION**

**3.01    INSPECTION**

- A.    Prior to starting, inspect the site with the District Inspector to verify all removals required to complete the work.
- B.    Examine surfaces for conditions that will adversely affect execution, permanence, and quality of work of this Section.
- C.    Do not proceed with work until unsatisfactory conditions have been corrected.
- D.    Locate existing active utility lines and provide for their protection.

**3.02    CLARIFICATION**

Drawings do not indicate all objects existing on site. Before commencing work, verify with the District any existing items that may affect the work.

### 3.03 PROTECTION OF UTILITIES

- A. There are existing electrical, signal, systems within the work area. Preserve and maintain, in working condition, all active utilities traversing the site.
- B. There are existing irrigation main line and irrigation valves that traverse the work area. Protect the irrigation system during the removals work. The existing irrigation main lines and valves will be relocated; however, they service planting areas out of the work area. Coordinate this work with the District Inspector.
- C. When required to verify location of existing utilities to avoid conflicts pot-hole and field verify the existing utility line prior to excavation work.

### 3.04 PROTECTION OF EXISTING PLANTS

Protect existing trees, not otherwise indicated to be removed, against unnecessary cutting, breaking, skinning, and bruising of bark. Avoid smothering of trees with stockpile building materials or excavated materials within drip line.

### 3.05 SAWCUTTING

When removing concrete and/or asphalt, first mark with paint and receive approval from the District Inspector then sawcut a clean straight line for removal work.

### 3.06 EXISTING PAVING

Existing concrete and asphalt paving scheduled to be removed throughout the work area shall be removed completely including any base material. Sawcut were paving joints existing paving to be protected.

### 3.07 EXISTING TREE AND SHRUB REMOVALS

- A. Before removing any trees and shrubs review in the field with the District Inspector and the Landscape Architect to verify that tree and shrub removal designation is correct.
- B. Remove trees and shrubs in its entirety including stump and roots within 12" of surface.
- C. Depression and voids caused by plants, trees and stump and root removal shall be returned to natural grade with clean topsoil.

### 3.08 EXISTING LAWN AREAS

Existing lawn areas shall be sprayed and killed prior to removal. See Section 02 31 30 Turf Grass Spraying.

### 3.09 DISPOSAL

- A. All debris resulting from demolition and removals shall become the property of the Contractor to dispose of or salvage. Debris shall not be allowed to accumulate on site unless the District specifies a site location and security requirement. The Contractor shall be responsible for its prompt removal from the site and disposal in a legal manner.
- B. Prevent debris from migrating outside of construction areas.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all existing conditions and removal 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 02 41 10**

**SECTION 02 41 20  
TREE REMOVAL**

PART 1 GENERAL

1.01 SECTION INCLUDES

This section includes requirements for the removal of trees and tree stumps.

1.02 QUALIFICATIONS

- A. Work crews shall be trained according to tree care standards accepted by the International Society of Arboriculture.
- B. Provide qualified tree workers, trained to Work around primary electrical lines when performing Work in trees underneath primary power lines. The Contractor shall comply with the "Electrical Safety Orders" of the State of California, including all amendments and revisions.

1.03 PUBLIC SAFETY AND COOPERATION

- A. All tree Work shall be conducted in a manner as to cause the least possible interference with, or annoyance to others. Pedestrian and vehicular traffic shall be allowed to pass through the Work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the Work area is totally barricaded or otherwise kept safe, at least one representative of the Contractor shall serve to coordinate safe operations on the ground at all times when Work operations are in progress.
- B. Whenever larger tree sections are being cut in a treetop which may endanger persons or property, such sections shall be secured by ropes and lowered safely to the ground in a controlled manner.
- C. Contractor shall ensure that all fire hydrants, meter vaults, water and gas shut off valves and similar facilities are accessible during the course of Work. Contractor shall maintain clear passage and least amount of inconvenience to public traffic ways, businesses, and residences.
- D. Contractor shall strive to keep noise levels, resulting from his operations to a minimum at all times, especially during the school hours.
- E. The Contractor shall comply with all tree pruning related safety requirements as stated in the safety standards ANSI Z133.1 of the American National Standards Institute, Inc.

## 1.04 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Should any structure or property be damaged during the operations of the Contractor, immediately notify PVRPD. Repairs to property damaged by the Contractor shall be made within 48 hours, except utility lines which shall be repaired the same working day. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City. Any damage caused by the Contractor shall be repaired or restored by the Contractor at his expense to a condition similar or equal to that existing before such damage or injury, or he shall repair such damage in a manner acceptable to PVRPD.

## PART 2 PRODUCTS

### 2.01 TOPSOIL

Imported fill, if necessary, shall be sandy loam Class "A" soil free of weeds, rocks, debris and shall be suitable for normal plant growth. Soil material shall be approved by the Landscape Architect prior to delivery and conform to Section 212-1.1.2 of the SSPWC.

## PART 3 EXECUTION

### 3.01 TREE REMOVAL

- A. Before removing any trees, review in the field with PVRPD and the Landscape Architect to verify that tree removal designation is correct.
- B. Comply with all safety requirements of Paragraph 1.04 herein.
- C. Remove tree in its entirety including stump and roots within 12" of surface.
- D. Depression and voids caused by tree stump and root removal shall be returned to natural grade with clean Class 'A' topsoil.

### 3.02 STUMP REMOVALS

Remove all tree stumps and major anchor roots with grinding machine to a minimum depth of 12".

### 3.03 SITE REVIEW

Prior to start of work, walk the site with the Landscape Architect and inspector to verify all removals within the designated areas.

### 3.04 CLEARING AND GRUBBING

- A. Clearing and grubbing prior to fine grading.
- B. Grub out all roots 2" in diameter and larger to a depth of at least 12" below finish grade.

### 3.05 DISPOSAL OF MATERIALS

Remove debris and rubbish resulting from the Work and properly dispose of it as it accumulates. Do not store or permit debris to accumulate on the site. Do not burn debris and rubbish at the site.

### 3.06 SITE CLEAN-UP

Clean-up of branches, limbs, logs, or any other debris resulting from any tree operations shall be promptly and properly accomplished. The Work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs, or other debris be allowed in such a manner as to result in a hazard to the public. All debris from tree operations shall be cleaned up each day before the Work crew leaves the site unless permission is given by PVRPD to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept, and all brush, branches or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all tree removal 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 02 41 20**

**SECTION 02 41 30  
TURFGRASS SPRAYING AND REMOVAL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

This section includes requirements for the spraying of the existing turf grass.

**1.02 QUALITY ASSURANCE**

- A. Contractor shall have a valid Applicators License issued by the State of California D.F.A.
- B. Contractor shall comply with the California Department of Pesticide Regulations.

**PART 2 PRODUCTS**

**2.01 TARGET SPECIES**

The weed species (target species) scheduled for removal include existing lawn areas identified on the Drawings.

**2.02 HERBICIDE**

For this work, the Contractor shall select an herbicide that will effectively kill the grass lawn area as indicated on plans.

**PART 3 EXECUTION**

**3.01 EXAMINATION OF SITE**

- A. The Contractor shall examine the site and observe the conditions under which the work shall be done and note any circumstances which will affect the work.
- B. Prior to application of herbicide, the Contractor shall walk the site with the Landscape Architect and Inspector for the purpose of identifying the work area and the target species.

**3.02 SITE POSTING**

Comply with all State and PVRPD requirements for posting notifications on site.

**3.03 MANUFACTURER'S PRODUCT LABEL**

- A. Contractor shall have all current product labels and Material Safety Data Sheets on the job site when the work is in progress.

- B. Submit to PVRPD, prior to the start of work, written recommendations for all product, rates of application, and copies of labels and M.S.D.S.

#### 3.04 APPLICATION

Apply two (2) separate applications of herbicide with recommended kill time between applications.

#### 3.05 TURF REMOVALS

After turf kill is approved by Inspector, scrape and remove from the site lawn areas designated to be removed.

#### 3.06 DISPOSAL

Dispose dead turf in a legal manner.

### PART 4 MEASUREMENT AND PAYMENT

#### 4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all turfgrass spraying and removal 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 02 41 30**



**SECTION 03 30 10  
CONCRETE FOOTINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

This section includes general requirements for the installation of the concrete footings for masonry walls and light poles.

**1.02 QUALITY ASSURANCE**

- A. For concrete finishing, use only trained and experienced concrete finishers.
- B. Comply with all specific testing and inspection requirements indicated on drawings.

**1.03 SUBMITTALS**

Mix design shall be submitted to the Inspector for approval prior to pour. The mix design shall show the mix identification number and the applicable proportions, weights, and quantities of Portland cement, aggregate, water, and admixtures. The mix design submittal shall also include the size and source of aggregate, the type and source of Portland cement, the branch and designation of admixtures, and the type of construction for which the concrete is used.

**1.04 INSPECTIONS**

The Contractor shall receive written approval on required inspections prior to proceeding with the next item of work. After excavation of all footing, subgrades must be approved prior to concrete pour.

**PART 2 PRODUCTS**

**2.01 CONCRETE**

- A. All concrete footings shall be hardrock with a minimum compressive strength at 28 days of  $f_c = 3,000$  PSI and conform to ASTM C-94.
- B. Cement: ASTM C-150, Type I or II, low alkali.
- C. Aggregate: ASTM C-33, non-reactive, 1 inch maximum.
- D. Slump: Maximum slump – 4 inches.

**2.02 REINFORCING STEEL**

Reinforcing steel for masonry work shall be deformed and shall conform to ASTM A-615, Grade 60, with #3 ties 40 grade, and free of loose rust and materials that reduce bond. All reinforcing steel shall be positioned as indicated on Drawings.

## PART 3 EXECUTION

### 3.01 FOOTING EXCAVATION AND COMPACTION

Comply with grading and compaction recommendations prepared by Earth Systems letter dated September 6, 2022, Project No. 302555-001, Report No. 22-9-26.

### 3.02 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 other trades and verify that all such work is complete to the point where the concrete pour may properly commence.
- C. All concrete shall be properly consolidated during placement. All reinforcing steel, if required, and all embedded items shall be secured in place to prevent displacement during concrete placement.
- D. Verify that concrete may be placed to the lines and elevations required for the work.

### 3.03 PREPARATION

- A. Foundation excavation and compaction shall be approved by the Inspector prior to any steel placement.
- B. Steel rebar placement shall be approved by the Inspector prior to placement of concrete.

### 3.04 PLACING CONCRETE

- A. Convey concrete from mixer to place of final deposit by methods that will prevent separation and loss of materials.
- B. 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.
- C. Deposit concrete as nearly as possible in its final position to avoid segregation due to rehandling and flowing.
- D. Place concrete as dry as possible consistent with good workmanship, never exceeding the maximum specified slump.
- E. Place concrete at such a rate that concrete is at all times plastic and flows readily between bare bars.
- F. When placing is once started, carry it on as a continuous operation until placement of the entire footing is complete.

- G. Thoroughly consolidate all concrete by suitable means during placement, working it around all embedded fixtures and into corners of forms.
- H. The exposed pedestal footing above the finish grade shall be formed with smooth clean formwork to present a smooth exterior finish free from major defects. Form work must be approved prior to pour.

### 3.05 CURING AND PROTECTION

Freshly deposited concrete shall be protected from premature 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.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all concrete footings 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 10**

**SECTION 04 22 10  
MASONRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

This section includes general requirements for the Masonry Pilasters and Masonry Walls.

**1.02 SUBMITTALS**

- A. Obtain written approval from the Inspector for the following prior to use:
1. Block Sample (submit a minimum of five pieces).
  2. Concrete mix design for footings.
  3. Mortar mix design.
  4. Grout mix design and color.

**1.03 DELIVERY AND STORAGE**

Store all materials in a site location that has been approved by the Inspector. Keep all materials clean, safe and protect from any damage.

**1.04 QUALITY ASSURANCE**

Masonry work shall be constructed by a Licensed Masonry Contractor with a valid California C-29 License.

**1.05 INSPECTIONS**

Each phase of the work must be inspected and approved by the Inspector prior to the start of the next phase.

**PART 2 PRODUCTS**

**2.01 MASONRY UNITS**

- A. Masonry units shall be Angelus Block Slumpstone, 8 x 6 x 16 (8" wide), tan color, normal weight, ASTM C-90.
- B. Caps shall be Slumpstone 8 x 2 x 16, tan color.

**2.02 REINFORCING STEEL**

Reinforcing steel for Masonry work shall be deformed and shall conform to ASTM A-615, Grade 60, with #3 ties, 40 grade, and free of loose rust and materials that reduce bond. All reinforcing steel shall be positioned as indicated on Drawings.

## 2.03 MORTAR

- A. Mortar proportions shall conform to CBC Table 2103A.2, Type "S."
- B. Mortar shall be Angelus block, spec mix, color Medium Tan.

## 2.04 GROUT

Grout shall conform to Table 2103A.3 of the CBC and ASTM C-476, Table 1, and shall have a minimum compressive strength at 28 days of 2,000 PSI.

# PART 3 EXECUTION

## 3.01 MASONRY

- A. Masonry work shall conform to Chapter 21A of the California Building Code.
- B. Cut units with masonry saws.
- C. Reserve unobstructed vertical continuity of cells.
- D. Grout all cells solid.
- E. Fractional parts of masonry units are prohibited where whole units can be used.
- F. Pilasters require inserts of fabricated steel brackets for fencing attachments and signage. Coordinate the Work for proper connections as indicated on the details.

## 3.02 REINFORCING STEEL

Lap splices of reinforcing steel in masonry shall be 48 bar diameters with a minimum of 24 inches, whichever is greater.

## 3.03 GROUT

Grout shall be properly consolidated by "puddling" or mechanical vibrators. All reinforcing steel and embedded items shall be properly secured in position prior to grouting. Grout all cells. Five (5) feet is maximum grout lift.

## 3.04 DOWELS

Provide vertical dowels with standard hooks at bottom for all vertical reinforcing, unless otherwise noted on Drawings.

## 3.05 HORIZONTAL STEEL

Horizontal steel shall be in lintel or channel blocks.

### 3.06 JOINTS

Joints shall be tooled concave.

### 3.07 CLEAN-UP

- A. At completion of the work in this Section, make a thorough inspection of installed masonry and verify that units have been installed in accordance with the provisions of this Section.
- B. Make necessary adjustments.
- C. Clean-up and disposal of all Work-related materials shall be the responsibility of the Contractor.
- D. Restore adjacent areas to original condition and remove excess dirt and any unused materials from the site.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all masonry 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 04 22 10**

**SECTION 12 93 10  
SITE FURNISHINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

This section includes general requirements for the installation of Site Furnishings: bench for wheelchair companion seating, players bench, trash containers, and the miscellaneous items required to complete the installations.

**1.02 SUBMITTALS**

Submit for approval, catalog sheets, Manufacturer's brochures, and specifications for all site furnishing and miscellaneous items indicated on the plans and specifications.

**1.03 DELIVERY AND STORAGE**

Site furnishings and miscellaneous items shall be delivered and unloaded at the job site in such a manner that no damage occurs. Deliver items same day as installation to avoid storage, unless otherwise approved by the Inspector.

**1.04 QUALITY ASSURANCE**

The installing Contractor must demonstrate the ability to follow the detailed Manufacturer's installation instructions and have experience in the assembly of the benches and trash cans specified.

**PART 2 PRODUCTS**

**2.01 BENCHES**

- A. Bench for wheelchair companion seating shall be Wabash Valley Manufacturing, Inc. 4' bench with back, contemporary series, perforated pattern, surface mount, green color with black frame. Model number CN400P or equal.
- B. Players' bench shall be Steelcraft Products model no. LBA-15P aluminum bench.

**2.02 TRASH RECEPTACLE**

Trash receptacle shall be Forms + Surfaces Urban Renaissance Receptacle, green color, 36 gallons with recyclable bin or equal.

PART 3 EXECUTION

3.01 ASSEMBLY

- A. Install benches and trash receptacle as indicated on the drawings, straight, true, and plumb. Follow Manufacture's installation instructions and specifications.
- B. Field verify with the Inspector the exact location of all site furnishings.
- C. Install securely with specified strong bolts and cover plates as per details.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all site furnishings 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 12 93 10**



**SECTION 12 93 20  
BLEACHERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

This section includes general requirements for the installation of the bleachers.

**1.02 RELATED SECTIONS**

Section 32 13 13 – Concrete Work

**1.03 SUBMITTALS**

- A. Submit Manufacturer's product information and installation instructions.
- B. Submit material specifications and installation methods for all other products required to complete the work.

**1.04 PROTECTION**

- A. Contractor shall protect all existing features from damage as a result of his operation.
- B. Contractor shall secure and protect all bleacher components at all times until the final approval by the Inspector. This includes responsibility for all handling, storage, and security. Any damaged or stolen bleacher components shall be replaced by the Contractor at his own expense.

**1.05 INSPECTIONS**

- A. Concrete footings shall require inspections prior to concrete placement.
- B. Bleacher assembly shall require periodic inspection by the Inspector.
- C. Any non-compliance items shall be corrected by the Contractor at no additional cost.

**1.06 ASSEMBLY**

Manufacturer's shop drawings, specifications and installation instructions are a part of these specifications. Plans essentially show bleacher location. Contractor shall make use of all information as necessary for proper installation.

## PART 2 PRODUCTS

### 2.01 BLEACHERS – GENERAL REQUIREMENTS

- A. The bleachers specified for this project are manufactured by PW Athletic Company, Model No. 1171-515VBGRG or equal.
- B. Bleacher Frames, Horizontal and Diagonal Bracing: Fabricated from 2" x 2" x 3/16" galvanized steel. Frames are welded into a single unit. Frames are required to be attached to the concrete footings as per details on the plan.
- C. Standard Series Bleachers conform to the requirements of ICC 300-2012. 5 Row, 15' long with guard rail.
- D. Seat and Foot Planks: Nominal 2" x 10" x 15' extruded, ribbed aluminum. The edges and tops of planks shall be ribbed. The ribbed pattern, non-slip surface, is designed for safety and comfort. All exposed ends shall have aluminum caps fastened to the underside of the plank. Planks secure to each frame with two friction-type aluminum mounting clips capable of securing the plank against movement under a horizontal force of 400 lbs. All hardware is to be provided by the Contractor.
- E. Finish: All fasteners shall be zinc plated. All welds shall be ground smooth.
- F. Guard rail shall be assembled with galvanized steel vertical bars and rails.

### 2.02 CONCRETE

Concrete shall be hardrock with a minimum compressive strength at 28 days of  $f'c=3,000$  PSI and conform to ASTM C-94.

### 2.03 ANCHORS

Anchors for attaching the galvanized steel angle bottom rail to the concrete paving shall be Simpson 1/2" diameter stainless steel strong bolt or equal.

### 2.04 EPOXY

Epoxy shall be Simpson Set-XP or equal.

## PART 3 EXECUTION

### 3.01 SITE CONDITIONS

All concrete paving shall be approved by the Inspector prior to the start of the bleacher assembly and attachment.

### 3.02 BLEACHER ASSEMBLY

- A. Follow the Manufacturer's specifications for the assembly of the bleachers.
- B. Footing connection shall be made in accordance with the requirements of ICC-ES-ESR 3037.
- C. Periodic inspection is required by a certified inspector.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all bleachers 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 12 93 20**

**SECTION 26 05 10  
ELECTRICAL WORK**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

This section includes general requirements for the installation of the light pole, electrical conduits, and pull-boxes.

**1.02 DRAWINGS AND SPECIFICATIONS COORDINATION**

- A. For purposes of clearness and legibility, Drawings are essentially diagrammatic, and the size and location of equipment is indicated to scale whenever possible. Verify conditions, dimensions, indicated equipment sizes, and manufacturer's data and information as necessary to install the Work of this Division. Coordinate location and layout with other Work.
- B. Verify final locations for rough-ins with field measurements and with the requirements of the equipment to be connected.
- C. Drawings indicate required size and points of termination of conduits, number and size of conductors, and diagrammatic routing of conduit. Install conduits with minimum number of bends to conform to structure, avoid obstructions, preserve headroom, keep openings and passageways clear, and comply with applicable code requirements.
- D. Routing of conduits may be changed provided that the length of any conduit run is not increased more than 10 percent of length indicated on the Drawings.
- E. Outlet locations shall be coordinated with architectural elements prior to start of construction. Locations indicated on the Drawings may be distorted for clarity.
- F. Coordinate electrical equipment and materials installation with building components and the Work of other trades.
- G. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
- H. Coordinate connection of electrical systems with existing underground utilities and services.

**1.03 REGULATIONS**

Work shall comply with the requirements of authorities having jurisdiction and the California Electrical and Building Codes. Material shall conform to regulations of the National Board of Fire Underwriters for electrical wiring and apparatus. Materials shall be new and listed by UL, or another NRTL.

#### 1.04 SUBMITTALS

Submit for approval, catalog cut-sheets for light pole and fixture, conduits, and pull-boxes, complete with all Manufacturer's model numbers.

#### 1.05 QUALITY ASSURANCE

- A. This work shall be performed by an Electrical Contractor with valid California Electrical C-10 License.
- B. Workers possessing the skills and experience obtained in performing work of similar scope and complexity shall perform the Work of this Division.

#### 1.06 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to protect against damage, weather, vandalism, and theft. Damaged materials and/or equipment shall be replaced.

#### 1.07 WARRANTIES

Provide one year warranty on all material and labor performed, unless noted otherwise in specific sections.

#### 1.08 RELATED SECTIONS

Section 03 30 10 – Concrete Footings.

### PART 2 PRODUCTS

#### 2.01 PULL-BOXES

Shall be NEMA 3R rated box for mounting on the side of the existing building.

#### 2.02 CONDUIT

Shall be Poly Vinyl Chloride (PVC) Schedule 40 PVC electrical conduit, with fittings and sweep ells for underground installation as per ASTM A-193 B7.

#### 2.03 POLE

Shall be AV pole, 10 foot round straight steel pole, 4-inch diameter, 11 gauge, galvanized and finish painted black. Complete with base cover plate. RSS-104-11-DM49-GFDBZ-GFI IU-W/ 2-7/8" TENON PT27.

#### 2.04 LUMINAIRE

Shall be Lithonia Lighting MRP LED area Luminaire, Model Number MPR LED 42C 700 40K SR5 MVOLT DDLXD W/ 2-7/8" TENON SLIPFITTER MRPT25.

## 2.05 ANCHOR BOLTS

Shall be  $\frac{3}{4}$  inch galvanized threaded rods by the length required to comply with the embedment dimension on the plan. At the bottom of the threaded rods use  $\frac{1}{4}$  inch x 2-inch diameter washer between two hex nuts.

## 2.06 RECEPTACLES

- A. Manufacturers:
  - 1. Arrow Hart Wiring Devices.
  - 2. Pass & Seymour.
  - 3. Leviton.
  - 4. Hubbell.
  - 5. Substitutions: Not permitted.
- B. Product Description: NEMA WD 1, Heavy-duty general use receptacle.
- C. Device Body: White plastic.
- D. Configuration: NEMA WD 6, type as indicated on Drawings.
- E. Convenience Receptacle: Type 5-20.
- F. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

## PART 3 EXECUTION

### 3.01 EXISTING CONDITIONS

- A. Prior to all Work of this Section, inspect the site with the District Inspector to verify existing underground conditions and locations for pull-box.
- B. Cutting and patching of electrical equipment, components, and materials shall include the removal and legal disposal of selected materials, components, and equipment.
- C. Do not endanger or damage installed Work through procedures and processes of cutting and patching.
- D. Repair any damage caused to existing underground conditions that is caused by the work. Repair to the original condition to the satisfaction of the District.

### 3.02 CONDUIT RUNS

- A. Install conduits a minimum of 24 inches below finish grade.
- B. Backfill for conduit shall be clean topsoil without rocks or debris. Run conduits straight between pull-boxes. Bring conduits up into the pull boxes with sweep-ells.

- C. Glue all joints with Christy's PVC pipe glue. Clean all joints after gluing.
- D. Install pull string in all conduit runs for ease of pulling wires in the future.
- E. Structural Considerations for Conduit Routing:
  - 1. Where conduits pass through or interfere with any structural member, or where notching, boring or cutting of the structure is necessary, or where special openings are required through walls, floors, footings, or other buildings elements, conform to CBC, Part 2, Title 24, Section 1906.3 for conduits and pipes embedded in concrete and Sections 2308.9.10 and 2308.9.11 for notches and bored holes in wood; for steel, as detailed on the structural steel Shop Drawings.

### 3.03 PULL-BOXES

Install pull-box on the existing building at the locations directed by the District.

### 3.04 SOUTHERN CALIFORNIA EDISON – CUSTOMER OWNED PERMANENT SERVICE POLE

Contractor shall purchase and install an approved wood power pole satisfying all SCE Standards (refer to SCE Standard Detail 'ESR-2' – overhead service connections 0-600V construction detail for all required equipment and components required for service pole installation.

### 3.05 RECEPTACLES

- A. Connect wiring device grounding terminal to outlet box with bonding jumper and branch circuit equipment grounding conductor.
- B. Connect wiring devices by wrapping solid conductor around screw terminal. Install stranded conductor for branch circuits 10 AWG and smaller. When stranded conductors are used in lieu of solid, use crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under device screws.
- C. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, and on surface mounted outlets.
- D. GFCI receptacles shall be wired so that operation of the GFCI protection does not affect downstream loads.
- E. Test each receptacle device for proper polarity.
- F. Test each GFCI receptacle device for proper operation.

### 3.06 SITE CLEAN-UP

- A. The Contractor shall clean the jobsite of all excess materials. Do not allow any metal materials to accumulate on site.

- B. Exposed parts of Work shall be left in a neat, clean, usable condition. Finished painted surfaces shall be unblemished and metal surfaces shall be polished.
- C. Thoroughly clean parts of apparatus and equipment. Exposed parts to be painted shall be thoroughly cleaned of cement, plaster, and other materials. Remove grease and oil spots with solvent. Such surfaces shall be wiped, and corners and cracks scraped out. Exposed rough metal shall be smooth, free of sharp edges, carefully steel brushed to remove rust and other spots, and left in proper condition to receive finish painting.
- D. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.
- E. Remove equipment and implements of service, and leave entire work area neat and clean, to the satisfaction of the District.

#### PART 4 MEASUREMENT AND PAYMENT

##### 4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all electrical 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 26 05 10**



**SECTION 32 13 13  
CONCRETE WORK**

**PART 1      GENERAL**

**1.01    SECTION INCLUDES**

This section includes general requirements for the concrete paving, concrete curbing, planter wall footings, concrete mow strips, and miscellaneous concrete footings indicated on the plans and in other specification sections.

**1.02    QUALITY ASSURANCE**

For concrete finishing use only trained and experienced concrete finishers.

**1.03    SUBMITTALS**

- A.    Mix design shall be submitted to the Inspector for approval prior to pour. The mix design shall show the mix identification number and the applicable proportions, weights, and quantities of Portland cement, aggregate, water, and admixtures. The mix design submittal shall also include the size and source of aggregate, the type and source of Portland cement, the branch and designation of admixtures, and the type of construction for which the concrete is used.
- B.    Submit manufacturer's specifications and catalog cut sheet on all specified materials required for the concrete work

**PART 2      PRODUCTS**

**2.01    CONCRETE**

- A.    Concrete for paving (walks), shall be hardrock with a minimum compressive strength at 28 days of f 'c = 3,000 PSI and conform to ASTM C-94.
- B.    Concrete for mow strips, curbs, and footings for the planter walls, fence post, metal pilasters, shall be hardrock with a minimum compressive strength at 28 days of f 'c = 3,000 PSI and conform to ASTM C-94.
- C.    Cement: ASTM C-150, Type I or II, low alkali.
- D.    Aggregate: ASTM C-33, non-reactive, 1 inch maximum.
- E.    Slump: Maximum slump - 4 inches.

**2.02    CONCRETE FINISH**

- A.    Walks – finish for walks shall be medium broom.
- B.    Concrete curbs shall be sacked smooth.

- C. Concrete subbase for synthetic turf shall have a rough board finish. Sample finish must be approved by the synthetic turf manufacture.

#### 2.03 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. Reinforcing steel for Concrete Work shall be deformed and shall conform to ASTM A-615, Grade 60. No 3 bars may be grade 40. All reinforcing steel shall be positioned as indicated on Drawings.

#### 2.04 EXPANSION JOINTS

Expansion joints shall be W. R. Meadows fibre expansion joint, 1/2" wide and same depth as concrete paving.

#### 2.05 CURING COMPOUND

Provide liquid curing compound, ASTM C-309, clear.

#### 2.06 BASE

Base (rock base) shall be crush aggregate base as per section 200-2.2 of the SSPWC.

#### 2.07 SEALER

Sealer shall be a water base clear penetrating sealer.

#### 2.08 SEALANT

Sealant shall be W. R. Meadows cold applied joint sealant Pourthane N5, non-sag polyurethan joint sealant.

### PART 3 EXECUTION

#### 3.01 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 to planting areas at a minimum of 1%. Walkways shall not have a cross slope greater than 2% and the slope in the direction of travel shall not exceed 5%. Layout must be approved by the District Inspector prior to pour. Where concrete paving is poured adjacent to existing concrete, continue the existing slope across the new concrete section.

### 3.02 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 to 90% relative compaction per ASTM D-1557.

### 3.03 PLACING CONCRETE

- A. Convey concrete from mixer to place of final deposit by methods that will prevent separation and loss of materials.
- B. 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.
- C. Deposit concrete as nearly as possible in its final position to avoid segregation due to re-handling and flowing.
- D. Place concrete as dry as possible consistent with good workmanship, never exceeding the maximum specified slump.
- 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 watertight 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 at such a rate that concrete is, at all times, plastic and flows readily between bare bars.
- G. When placing is once started, carry it on as a continuous operation until placement of the panel or section is complete.

- H. Thoroughly consolidate all concrete by suitable means during placement, working it around all embedded fixtures and into corners of forms.
- I. During placement, thoroughly compact the concrete by hand tamping and by mechanical vibration.

#### 3.04 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.

#### 3.05 SACKING

The face of concrete curbs shall be sacked to produce an even textured surface by filling all pits and air holes.

#### 3.06 EXPANSION JOINTS

Expansion joints shall be straight, in line and plumb. All expansion joints shall be caulked.

#### 3.07 SAWCUT SCORE LINES AND SOFT CUT LINES

- 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. The Contractor shall determine the best time to soft cut the lines on the concrete. This timing is usually 7-20 hours after pour. Avoid cutting too soon which will cause raveling of the concrete or too late which cracking may occur. Joints shall be cut straight with equipment and saw blades designed for early entry concrete sawing.

#### 3.08 TOP OF MISCELLANEOUS FOOTINGS

Top of footings shall be troweled with edges tooled and finished to slope away from the metal post.

#### 3.09 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.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all concrete 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 13 13**

## SECTION 32 18 10 SYNTHETIC TURF

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

This section includes Non-Rubber Infilled Turf for the Miracle League Field.

#### 1.02 RELATED SECTIONS

Section 32 13 13 – Concrete Work

#### 1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
  - 2. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
  - 3. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.

#### 1.04 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide a 2-layer (bottom layer Silverback Polyurethane Foam w/ Action Bac I top layer combination 52% Polyethylene/ 48% Nylon that has been designed, manufactured, and installed to meet the following criteria:
  - 1. Flammability (ASTM D2859): Pass.
  - 2. Tensile Strength (ASTM D412): 60 psi (413 kPa).
  - 3. Tear Resistance (ASTM D624): 140%.
  - 4. Non- Porous

#### 1.05 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions.
- B. Verification Samples: Submit manufacturer's standard verification samples of 9" x 9" (229 mm x 229 mm) minimum.
- C. Quality Assurance/Control Submittals: Submit the following:
  - 1. Certificate of qualifications of the surfacing installer.
- D. Closeout Submittals: Submit the following:
  - 1. Warranty documents specified herein.

## 1.06 QUALITY ASSURANCE

- A. Qualifications: Utilize an installer approved and trained by the manufacturer of the surfacing system, having experience with other projects of the scope and scale of the work described in this section.
- B. Certifications: Certification by manufacturer that installer is an approved applicator of the surfacing system.

## 1.07 DELIVERY, STORAGE & HANDLING

- A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 50 degrees F (10 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

## 1.08 PROJECT/SITE CONDITIONS

Environmental Requirements: Install surfacing system when minimum ambient temperature is 50 degrees F (10 degree C), and maximum ambient temperature is 90 degrees F (32 degrees C). Do not install in steady or heavy rain.

## 1.09 WARRANTY

- A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.
- B. Storage and Protection:
  - 1. Warranty Period: 7-year warranty from completion of work.

## PART 2 PRODUCTS

### 2.01 THE MIRACLE LEAGUE TURF SYSTEM

- A. Manufacturer: Surface America, Inc.; PO Box 157, Williamsville, NY 14231; Telephone: (800) 999-0555 or (716) 632-8413; Fax: (716) 632-8324; info@surfaceamerica.com; http://www.surfaceamerica.com
- B. The Miracle League Turf material shall be in accordance with the following:
  - 1. Turf surface includes two fibers: highly durable polyethylene with nylon thatch 3/4" pile height with 5 mm Action Bac backing.
  - 2. The fiber shall be low friction fiber, measuring not less than 3/4" high. The low friction fiber shall be specifically designed to virtually eliminate abrasion.

3. The total fabric weight with foam shall not be less than 125 ounces per square yard. The fiber shall be tufted on a 3/4" tufting machine at a rate of 3 stitches per inch minimum. The low friction non-abrasive fiber shall be treated with a UV inhibitor.
4. The primary backing shall consist of a 5 mm Polyurethane foam with Action Bac.
5. The carpet shall be delivered in 12' or 15' wide rolls by lengths best suited for the project.
6. The standard fiber color is field green and treated with UV inhibitor (guaranteed a minimum of five years). Additional colors are red, white, blue, yellow, and black.

## 2.02 PRODUCT SUBSTITUTIONS

Substitutions are not permitted. This system includes a turf over a padding. No known equal.

## PART 3 EXECUTION

### 3.01 MANUFACTURER'S INSTRUCTIONS

Comply with the Manufacturer's instructions and recommendations for miracle field installation.

### 3.02 EXAMINATION

- A. Site Verification of Conditions: Verify that substrate conditions are suitable for installation of the surfacing system. New concrete must be fully cured - up to 7 days.
- B. Do not proceed with installation until unsuitable conditions are corrected.

### 3.03 PREPARATION

- A. Surface Preparation:
  1. On concrete base, using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft<sup>2</sup>/gal (7.5 m<sup>2</sup>/L).

### 3.04 INSTALLATION

- A. Do not proceed with surfacing installation until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed.
- B. Basemat Installation:
  1. Using screeds and hand trowels, install the basemat at a consistent density of 29 pounds, 10 ounces per cubic foot (466 kg/m<sup>3</sup>) to the specified thickness.



2. Allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.
3. Do not allow foot traffic or use of the basemat surface until it is sufficiently cured.

C. The Miracle League Installation:

1. Rough cut synthetic grass rolls for installation.
2. Using 15" wide cordura seam tape and 1-part urethane adhesive, seam synthetic grass rolls to form monolithic surface. Adhere synthetic grass to basemat around perimeter.

### 3.05 PROTECTION

Protect the installed surface from damage resulting from subsequent construction activity on the site.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all synthetic turf 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 18 10**

**SECTION 32 31 13  
CHAIN LINK FENCE AND GATES**

**PART 1      GENERAL**

**1.01    SECTION INCLUDES**

This section includes specifications and general requirements for the installation of the chain link fencing and gates 6 ft. and under.

**1.02    FIELD VERIFICATION**

- A.    Layout fence and gate locations in the field with chalk and or line and obtain District Inspector approval prior to installation. Allow for minor field adjustments as directed by the District Inspector.
  
- B.    Verify location for gates in the field with Inspector.

**1.03    SUBMITTALS**

Submit manufacturer's specification sheets and catalog cut sheets for all materials required to complete the work.

**1.04    QUALITY ASSURANCE**

All chain link work shall be completed by a licensed fence Contractor. All work shall conform to ASTM F-456 Standard Practice for Installation of Chain Link Fence.

**1.05    STANDARDS**

ASTM B6 – Slab Zinc  
ASTM F567 – Installation of Chain Link Fence  
ASTM F668 – Poly (Vinyl Chloride) (PVC) and Other Organic Polymer-Coated Steel Chain Link Fence Fabric, Class 1 Federal Specification RR-F- 191K/1E – Fencing, Wire, and Post Metal (Chain Link Fence Fabric), Type IV  
AASHTO M-181 – Chain Link Fence, Type IV, Class A

**PART 2      PRODUCTS**

**2.01    GENERAL**

- A.    All fence pipe shall be galvanized comply with WT-40 per ASTM F1043, Group C, regular grade 30,000 PSI yield as manufactured by Weatland Tube or equal.
  
- B.    All fence fittings shall meet ASTM F-626 Standard specifications for fence fittings.
  
- C.    All pipe sizes are given in O.D. (outside diameter) in inches.

- D. Vinyl Coating: Class 1 – Extruded Spectra-Poly (Vinyl Chloride) (PVC) coated steel chain link fabric as per Master Halco specifications

## 2.02 FENCE MATERIALS

- A. Fabric shall be 9 gauge, 2-inch mesh, vinyl coated black.
- B. End post and corner post shall be 2 3/8-inch O.D. Line post shall be 1 7/8-inch O.D.
- C. Tension Wire – bottom tension wire shall be 9 gauge galvanized.
- D. Top rail shall be 1-5/8-inch O.D.
- E. Tension Bars shall be galvanized steel one-piece length equal to 2 inches less than the full height of fabric with a minimum cross-section 3/16" X 3/4" as per ASTM f626.
- F. Truss rod assembly: Galvanized steel minimum 5/16" diameter truss rod with pressed steel tightener in accordance with ASTM F626.
- G. Post Cap – ASTM F-626 galvanized pressed steel cap. One per post and line post.
- H. Floor flange shall be Galvanized.

## 2.02 GATE MATERIALS

- A. Gate fabric shall be 9 gauge, 2-inch mesh, vinyl coated black.
- B. Gate post shall be 2 7/8-inch O.D. or as indicated on the details.
- C. Gate frame for 4-foot-wide gates shall be welded frame with 1-5/8-inch O.D. Gate frame for 8 foot and 10 foot gates shall be welded with 1-7/8-inch O.D.
- D. Tension bars shall be 3/16" x 3/4-inch wide galvanized tension bars. Tension bars shall be installed on all four sides.
- E. Hinges shall be hot dip galvanized pressed steel structurally capable of supporting gate leaf and allow for opening and closing without binding. Non-lift-off hinge design shall permit gate swing 180 degrees. Spot weld to post to prevent slipping.
- F. Drop rod shall be galvanized schedule 40 pipe center gate stop to secure gate leaves in the closed position. Include concrete support footing with galvanized pipe sleeve to receive drop rod.
- G. Latch shall be galvanized forked type capable of retaining gate in the closed position and shall have provision for padlock. Latch shall permit operation from either side.

- H. Gate Hold Back – provide galvanized gate hold back keeper for each gate leaf. Gate keeper shall consist of mechanical device for securing the free end of the gate when in fully open position.

## 2.04 ANCILLARY ITEMS

Provide all necessary items to complete the gate installation and items necessary to reconnect the existing fence to the new gate post. Items shall include, but not be limited to, post caps, wire ties, carriage bolts and nuts and all items to complete the gate installation. All items shall be galvanized.

## PART 3 EXECUTION

### 3.01 FENCE

- A. Layout the fence location with chalk and or line and obtain approval from the District Inspector prior to installation.
- B. Install chain link fence system in accordance with ASTM F-567.
- C. Space line post uniformly maximum 10 feet O.C., where line posts are mounted with bracket on concrete space post at 8'-0".
- D. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30 degrees or more.

### 3.02 GATE

- A. Gate Post shall be installed in concrete footings as per the details on the drawings..
- B. Fully weld all gate pipe frame and touch up with galvanized paint.
- C. Exact location of the new gate shall be approved in the field by the District Inspector.
- D. Install gates in accordance with ASTM F-567.
- E. Clean-up area of work from debris and unused material created by the gate installation.

### 3.03 CHAIN LINK FABRIC

- A. Install fabric on security side, pull fabric taut; thread the tension bar through fabric and attach to terminal posts with tension bands spaced maximum of 15" on center and attach so that fabric remains in tension after pulling force is released. Install fabric so that it is 2"  $\pm$  1" above finish grade.

- B. Secure fabric using wire ties to line posts at 15" on center and to rails and braces 24" on center, and to the tension wire using hog rings 24" on center. Tie wire shall be secured to the fabric by wrapping it two 360 degree turns around the chain link wire pickets. Cut off any excess wire and bend back.

#### 3.04 SITE CLEAN UP

Clean up area adjacent to fence line from debris and unused material created by fence installation.

### PART 4 MEASUREMENT AND PAYMENT

#### 4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all chain link fence and gates 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 19**  
**CHAIN LINK BACKSTOPS AND HIGH FENCING**

**PART 1      GENERAL**

**1.01    SECTION INCLUDES**

This section includes specifications and general requirements for the installation of the chain link backstops and high fencing.

**1.02    FIELD VERIFICATION**

Layout fence and gate locations in the field with chalk and or line and obtain District Inspector approval prior to installation. Allow for minor field adjustments as directed by the District Inspector.

**1.03    SUBMITTALS**

Submit manufacturer's specification sheets and catalog cut sheets for all materials required to complete the work.

**1.04    QUALITY ASSURANCE**

All chain link work shall be completed by a licensed fence Contractor. All work shall conform to ASTM F-456 Standard Practice for Installation of Chain Link Fence.

**PART 2      PRODUCTS**

**2.01    20-FOOT HIGH BACKSTOP AND 10-FOOT FENCING**

- A. All fence rails shall be galvanized comply with WT-40 per ASTM F1043, Group C, regular grade 30,000 PSI yield as manufactured by Weatland Tube or equal.
- B. All fence fittings shall meet ASTM F-626 Standard specifications for fence fittings.
- C. All pipe backstop columns shall 6-inch standard pipe, Schedule 40 galvanized and shall conform to ASTM A53, Grade B.
- D. 10-foot fence columns shall be 4-inch standard pipe, Schedule 40 galvanized and shall conform to ASTM A53, Grade B.
- E. Fabric shall be 9 gauge, 2-inch mesh, vinyl coated black.
- F. Horizontal rails shall be 1-5/8-inch O.D.
- G. Tension Bars shall be galvanized steel one-piece length equal to 2 inches less than the full height of fabric with a minimum cross-section 3/16" X 3/4" as per ASTM F626.

- H. Truss rod assembly: Galvanized steel minimum 5/16" diameter truss rod with pressed steel tightener in accordance with ASTM F626.
- I. Top of columns shall have fully welded steel cap.

## 2.02 GATE MATERIALS

- A. Gate fabric shall be 9 gauge, 2-inch mesh, galvanized as per ASTM A392.
- B. Gate frame for 4-foot-wide gates shall be welded frame with 1-5/8-inch O.D. Gate frame for 8 foot and 10 foot gates shall be welded with 1-7/8-inch O.D.
- C. Tension bars shall be 3/16" x 3/4-inch wide galvanized tension bars. Tension bars shall be installed on all four sides.
- D. Hinges shall be hot dip galvanized pressed steel structurally capable of supporting gate leaf and allow for opening and closing without binding. Non-lift-off hinge design shall permit gate swing 180 degrees.
- E. Drop rod shall be galvanized schedule 40 pipe center gate stop to secure gate leaves in the closed position. Include concrete support footing with galvanized pipe sleeve to receive drop rod.
- F. Latch shall be galvanized forked type capable of retaining gate in the closed position and shall have provision for padlock. Latch shall permit operation from either side.
- G. Gate Hold Back – provide galvanized gate hold back keeper for each gate leaf. Gate keeper shall consist of mechanical device for securing the free end of the gate when in fully open position.

## 2.03 GATE POST

- A. Gate post for 5-foot-high gates shall be Gate post shall be 2 7/8-inch O.D. galvanized pipe.
- B. Gate post connected to 10-foot-high fencing shall be 4-inch standard pipe, Schedule 40 galvanized and shall conform to ASTM A53, Grade B.

## 2.04 ANCILLARY ITEMS

Provide all necessary items to complete the gate installation and items necessary to reconnect the existing fence to the new gate post. Items shall include, but not be limited to, post caps, wire ties, carriage bolts and nuts and all items to complete the gate installation. All items shall be galvanized.

## PART 3 EXECUTION

### 3.01 FENCE

- A. Layout the fence location with chalk and or line and obtain approval from the District Inspector prior to installation.
- B. Install chain link fence system in accordance with ASTM F-567.
- C. Space line post uniformly maximum 10 feet O.C.
- D. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30 degrees or more.
- E. On slopes layout fabric parallel to the angle of the slope and adjust the height of the post so that a 6-foot-wide fabric section is secured on the post.

### 3.02 GATE

- A. Gate Post shall be installed in concrete footings as indicated on the details. (concrete shall be 3,000 PSI at 28 days.
- B. Fully weld all gate pipe frame and touch up with galvanized paint.
- C. Exact location of the new gate shall be approved in the field by the District Inspector.
- D. Install gates in accordance with ASTM F-567.
- E. Clean-up area of work from debris and unused material created by the gate installation.
- F. At the new gate located on the street reattach the existing fence section to the new gate post. Comply with installation requirements of ASTM F-567.

### 3.03 CHAIN LINK FABRIC

- A. Install fabric on security side, pull fabric taut; thread the tension bar through fabric and attach to terminal posts with tension bands spaced maximum of 15" on center and attach so that fabric remains in tension after pulling force is released. Install fabric so that it is 2"  $\pm$  1" above finish grade.
- B. Secure fabric using wire ties to line posts at 15" on center and to rails and braces 24" on center, and to the tension wire using hog rings 24" on center. Tie wire shall be secured to the fabric by wrapping it two 360 degree turns around the chain link wire pickets. Cut off any excess wire and bend back.



### 3.04 SITE CLEAN UP

Clean up area adjacent to fence line from debris and unused material created by fence installation.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all chain link backstops and high fencing 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 19**

**SECTION 32 84 23  
IRRIGATION SYSTEM**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

This section includes requirements for the installation of the Irrigation System.

**1.02 RELATED SECTIONS**

32 93 33 – Lawn Planting

**1.03 REQUIREMENTS OF REGULATORY AGENCIES**

Secure all permits and licenses necessary for the work. Give all notices and comply with all laws, ordinances, rules and regulations concerning the installation of the sprinkler system as drawn and specified.

**1.04 SITE CONDITIONS**

- A. Prior to beginning any work, the Contractor and the Inspector shall participate in a thorough irrigation system review of the project site. All remote control valves shall be turned on and observed in operation by both the Contractor and Inspector. Any existing defects will be listed in detail identifying the specific valve station number and describing the exact broken or non-functioning irrigation component noted during the site review. At the conclusion of the irrigation review, the Contractor shall generate a summary of the items identified by both parties listing all remote control valves operated, identifying if the valve performed without any defects or specifically identifying any observed defects or non-functioning components, such as broken heads, clogged nozzles, non-operating valve solenoids, broken piping, or other noted defects. The completed summary of items noted shall be listed on a document called 'Existing Irrigation System Observations'. This document shall be signed by the Contractor and submitted to the Inspector for a confirming signature. The mutually signed 'Existing Irrigation System Observations' document shall be sent to the attention of the Landscape Architect for inspection purposes at the conclusion of the construction work. If requested by the Inspector, the Contractor shall provide a list of the existing defective irrigation components noted with a detailed written proposal to repair each item identified on the list. A copy of this proposal will be sent to the Landscape Architect. This additional work proposal must be reviewed and approved in writing by the Inspector and formally presented to the General Contractor before the Landscape Subcontractor can begin any additional repair work. The mutually signed 'Existing Irrigation System Observation' document shall be used as a guide to identify any collateral damage caused to the existing irrigation system as a result of new construction performed on site by the Contractors. Any damage caused to the existing irrigation system not specifically identified on the 'Existing Irrigation System Observation' document shall be repaired or replaced at the Contractor's expense. In the event that the Contractor does not participate or perform the existing irrigation site review, any existing irrigation equipment or components damaged on the project site noted by

the Landscape Architect during the final irrigation system review shall be repaired or replaced by the Contractor at their expense to the satisfaction of the Inspector.

- B. Do not willfully install the sprinkler system as indicated on the drawing when it is obvious in the field that unknown obstructions 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 Inspector.
- C. Before excavating for sprinkler lines, locate all underground utility lines so that the proper precautions may be taken to avoid damage to such utilities. In the event of a conflict between underground lines, promptly notify the Inspector who will arrange for the relocation of one or the other. Failure to follow this procedure places the responsibility upon the Contractor for making any and all repairs for damage of any kind at his own expense.
- D. Provide necessary safeguards and exercise caution against injury or defacement of any existing site improvements. Contractor shall be responsible for any damage resulting from his operations and shall repair or replace such damage at his own expenses. No trucks or vehicles of any kind shall be allowed to pass over sidewalks, curbs, etc., unless adequate protection is provided.
- E. Existing Trees
  1. Exercise all possible care and precautions to avoid injury to tree roots, trunks and branches. All excavating within drip line of trees shall be done very carefully and by hand pick and shovel if it appears that large roots are within trenching zones.
  2. Alter alignment of pipe to avoid large tree roots, 2-inch and larger in diameter.
  3. Wrap exposed and bridging tree roots with several layers of burlap and keep moist. Close all trenches within drip lines, within 24 hours.
  4. All severed roots 1-inch and larger shall be hand pruned with sharp tools and painted with acceptable horticultural seal.

#### 1.05 MATERIAL LIST

Submit to PVRPD for acceptance, five (5) copies of all materials and equipment, including Manufacturer's names and catalog numbers, to be furnished and installed under this contract within 10 days after the award of the contract.

#### 1.06 RECORD DRAWINGS

- A. Provide and record daily a complete record set of prints on bond which shall be corrected to show changes from the original drawings and specifications and the exact installed locations, sizes and kinds of equipment. Prints for this purpose may be obtained from PVRPD. Keep this set of drawings on the site and use only as a record set.
- B. Use these drawings as work progress sheets. Make neat and legible annotations thereon as the work proceeds, showing the work as actually installed. Keep these drawings available at all times for inspection and in a location designated by PVRPD.

- C. Before the date of the final inspection, transfer all information from the record prints to a clean set of prints procured from PVRPD. Make work neat, in ink and subject to review and acceptance of PVRPD. PVRPD will scan final drawings into a permanent electronic record document.
- D. Dimension from two permanent points of reference such as building corners, sidewalks or road intersections, the location of:
  - 1. Connection to existing water lines.
  - 2. Connection to existing electrical power.
  - 3. Gate valves.
  - 4. Routing of sprinkler pressure lines and control wiring.
  - 5. Electric control valves.
  - 6. Quick coupling valves.
  - 7. Other related equipment as directed by PVRPD.

#### 1.07 TESTS AND SITE OBSERVATIONS

- A. All tests shall be made in the presence of PVRPD; at least forty-eight (48) hours' notice shall be given for tests.
- B. Record drawings must be current and shall be verified by PVRPD at the time of all observations.
- C. Site observations for all items pertaining to the work of this Section shall be performed by PVRPD.
- D. Specific site observations for valve assemblies, sprinkler coverage, control wires and splices and any other observations deemed necessary shall be performed by PVRPD.
- E. An open trench main line check for pipe quality and depths shall be performed by PVRPD.
- F. Head Layout - using flag marker layout all drip emitter, tree flood bubblers, and spray heads in field prior to trenching. Review head layout with PVRPD and Landscape Architect and perform adjustments in field as directed prior to installing irrigation.
- G. Center load pipe with small amount of backfill to prevent arching and whipping under pressure. Leave joints exposed for observation during pressure test. No water shall be permitted in the pipe until the above has been accomplished and a period of at least 24 hours has elapsed for solvent weld setting and curing.  
  
Main lines to be tested up to valve at 125 pounds pressure and there shall be no leaks. Furnish force pump and pressure gauge. Lateral lines of system to be tested at line pressure with risers capped. Tests to be for 2 hour period and verified by PVRPD.
- H. Backfill quality and compaction of trenches shall be verified by PVRPD. Do not backfill trenches until all tests have been completed and accepted.

- I. Perform a coverage test in the presence of PVRPD to determine if the water coverage for planting areas is complete and adequate. Furnish materials and perform all work required to correct any inadequacies of coverage due to deviations from drawings, or where the system has been willfully installed as indicated on the drawings when it is obviously inadequate, without bringing this to the attention of PVRPD.
- J. The coverage test shall be completed, and the irrigation system modified if necessary and accepted, prior to the start of the planting operations.
- K. The entire system shall be checked out thoroughly and completely by the Contractor, five (5) days prior to the final observation. All heads shall be properly aligned and adjusted for coverage and cleared of any foreign materials. All valves shall be properly adjusted. Sprinkler controller valve chart shall be checked for accuracy.
- L. At the end of the Maintenance Period, a final observation shall be made by the Contractor and District to check out the entire system.
- M. Final inspection prior to acceptance:
  - 1. Operate each system in its entirety for PVRPD at time of final inspection. Rework any items deemed not acceptable to PVRPD.
  - 2. Deliver all accessories, charts, record drawings, and equipment as required before final inspection.

#### 1.08 GUARANTEE

- A. The entire sprinkler system shall be guaranteed for a period of one (1) year from date of final acceptance.
- B. Should any portion of the irrigation system malfunction due to poor workmanship or defective materials, corrections shall be promptly made by the Contractor at his own expense.
- C. Any damage to paving, plating, or other developments due to the settlements of improperly compacted trench soil, shall also be promptly repaired at the Contractor's expense, to the satisfaction of PVRPD.

### PART 2 PRODUCTS

#### 2.01 GENERAL

- A. Irrigation materials shall be in accordance with Subsection 212-2 in the SSPWC "Greenbook" and as specified herein.
- B. The irrigation products specified on the drawings in these specifications are selected to match existing products in use. Substitutions are permitted only when product name is followed by or equal.

- C. Use only new materials of brands and types as noted on the drawings and as specified.

## 2.02 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. Confirm actual color of existing two wire cable jacket in field. Match color if different than specified.
- 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.

## 2.02 PVC MAIN LINE FITTINGS

- A. Main line fittings for pipe sizes 2", 2 1/2", 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 1/2" or less, shall be schedule 80 PVC, Type 1, Grade 1, Cell Classification 12454-B, side gated, Lasco or equal.

## 2.03 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.

## 2.04 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 1/8" thick elastomeric gasket, 5-70 Shore A hardness.

## 2.05 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.

## 2.06 NIPPLES AND RISERS

Nipples and Risers shall be PVC Schedule 80.

## 2.07 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.

## 2.08 LATERAL PIPE

Pipe – Lateral, 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.

## PART 3 EXECUTION

### 3.01 GENERAL

Irrigation materials shall be in accordance with Subsection 308-5 in the SSPWC "Greenbook" and as specified herein.

### 3.02 WORKMANSHIP AND INSTALLATION.

- A. Layout and Adjustments
  - 1. The drawings are diagrammatic to the extent that many offsets, special fittings and exact locations of the equipment are not shown. The locations of all valves, heads, lines, etc., shall be installed, however, as accurately as possible to the locations that are indicated on the drawings.
  - 2. The locations of main lines are indicated as bordering walks, curbs and fences shall be placed as close as possible. Locate lines within planting areas wherever possible.
  - 3. All indicated locations of heads and equipment are placed with careful consideration to overlap, protection of the premises, lights, proposed tree locations and general layout. Coordinate installation of sprinkler irrigation materials, including pipe, so there is no interference with utilities, other construction, or difficulty in planting trees and shrubs. Layout sprinkler heads and make any minor adjustments required due to differences between site and drawings. Adjustments shall be accomplished, maintaining proper sprinkler head coverage and overlap of sprinkler throws.
- B. Connections
  - 1. All connections shall be made into existing lines as indicated on the drawings.
  - 2. Field verify existing line types in the field.
- C. Cutting and Patching
  - 1. When piping crosses concrete paving and asphalt paving, sawcutting is required. Cut AC paving and/or concrete with concrete sawcutting tools straight and in those locations approved by PVRPD.

2. Remove concrete and/or AC, base and soil to the required depth for mainlines.
  3. Concrete walks shall be backfilled entirely with compacted sand. Compact to 95% and patched with new concrete.
  4. AC paving shall be backfilled entirely with a 1-sac sand slurry mix. Compact to 95% and patch with new AC paving.
  5. Concrete paving shall be received medium broom finish.
  6. Remove from site any excavated soil.
- D. Trenching and Backfilling
1. Trench and excavate as necessary to install the system. Excavated material shall be neatly arranged so as to cause a minimum of inconvenience to pedestrian and vehicular traffic. No soil shall be placed on concrete paving without an adequate moisture proof membrane to protect paving.
  2. Trenches for all pipe shall be open vertical construction with firm level bottom and sufficiently wide to provide free working space around the work installed and to provide ample space for backfilling and tamping.
  3. Depth of trenches shall be sufficient to provide a minimum cover above the top of the pipe as follows:
    - a) Mains and control wires: 24-inches minimum cover.
    - b) PVC laterals: 12-inches minimum cover.
  4. When two (2) pipes are to be placed in the same trench, provide a minimum of 6-inch horizontal clearance. Place pipe side by side; do not install one pipe on top of another.
  5. After the installation is complete and the required tests and inspections have been made and approved, the excavations and trenches shall be backfilled with clean soil, free of rubbish, rocks, and pebbles larger than one-half inch.
- E. Plastic Pipe
1. Do not install multiple assemblies on plastic lines. Provide each assembly with its own outlet.
  2. Install assemblies specified herein in accordance with respective detail. In absence of detail drawings or specifications pertaining to specific items required to complete work, perform such work in accordance with best standard practice.
  3. Clean PVC pipe and fittings before installation. For solvent weld pipe use installation and solvent welding methods as recommended by the pipe and fitting manufacturer. For gasketed pipe installation follow detailed assembly instructions furnished by the manufacturer.
  4. On PVC to metal connections, work the metal connections first. Use non-hardening sealant on all threaded joints. Screw hand tight and ½ turn by wrench. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded.
  5. Pipe shall have a firm, uniform bearing, for the entire length of each pipeline, to prevent uneven settlement. Pipe shall be snaked from side to side of trench bottom to allow for expansion and contraction. One additional foot per 100 foot of pipe is the minimum allowance for snaking. Never lay PVC pipe when there is water in the trench or when the temperature is 32° F or below.



6. Use 45° fittings at all changes in depth of pipe. Coupling to be of same materials and wall thickness as pipe.
- F. Sprinkler Controller
1. Install auto controller assembly as per plans and manufacturer's specifications.
  2. Electrical wiring and work shall conform to the codes and ordinances of all governmental agencies having jurisdiction. Exposed conduits and fittings shall be of one type and finish. Running threads shall not be used.
- G. Sprinkler Heads
1. Prior to installing heads, flush laterals and risers with full line pressure. Repeat whenever system is opened up for repairs or replacements. Start flushing operation at the highest point of delivery and work to the lowest.
  2. Align all part circle heads so that no spray shall hit building walls or concrete paving.
  3. Adjust all spray nozzles so that there will be no amount of overspray, and so that the entire set will be as evenly balanced as possible.
  4. Install with each lawn area sprinkler head, a "Triple Swing" joint with Schedule 80 PVC nipples and threaded ells.
  5. Install all tree bubblers and drip emitters on PVC flexible hose with two (2) solvent weld male adapters.

### 3.03 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 watertight 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

### 3.04 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.

### 3.05 FIELD QUALITY CONTROL

- A. Adjustment to System
  1. Flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walk, roadways, and buildings wherever possible.
  2. Select the best degree of arc to fit existing site conditions.
  3. Set all sprinkler heads perpendicular to finished grades unless other designated on the drawings.

### 3.06 TESTING AND INSPECTION

- A. Do not allow or cause any work of this section to be covered up or enclosed until it has been inspected, tested, and approved by PVRPD. Before backfilling the main line, and with all control valves in place, but before lateral pipes are connected, completely flush and test the mainline, and repair all leaks. Flush out each section of lateral pipe before emitters are attached.
- B. Make all necessary provisions for thoroughly bleeding the line of air and debris. Before testing, fill the line with water for a period of at least 24 hours.

### 3.07 FINAL INSPECTION

Thoroughly clean, adjust and balance all systems. Demonstrate the entire system to PVRPD proving that all remote control valves are properly balanced, that all emitters are properly flowing, and that the entire system is installed and is workable, clean, and efficient.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all irrigation system 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 23**

**SECTION 32 90 20  
LANDSCAPE MAINTENANCE**

**PART 1        GENERAL**

**1.01    SECTION INCLUDES**

This section includes general requirements for the landscape maintenance.

**1.02    MAINTENANCE PERIOD**

Once all landscape work is complete and approved by PVRPD and all punch list items have been corrected and approved by PVRPD, the Contractor will receive a written letter authorizing the start of the ninety-calendar day Landscape Maintenance period.

**1.03    MAINTENANCE PERFORMANCE REVIEW SCHEDULE**

The Contractor shall schedule an on-site review with Inspector and the Landscape Architect to review the condition of the landscape area being maintained every (30) days during the maintenance period. If any deficiencies exist, a punch list will be issued for the Contractor to address immediately. Failure to perform any punch list item in a timely manner (within 5 business days), shall delay payment for that portion of the maintenance period until the identified punch list item has been corrected. If the project is being maintained in a professional manner, SVUSD reserves the right to waive progress inspections during the (90) day maintenance period.

**1.04    FINAL LANDSCAPE APPROVAL AND TURNOVER TO PVRPD**

At the end of the ninety-day maintenance period, the Contractor shall schedule an on-site inspection with PVRPD and the Landscape Architect to determine if the landscape planting and irrigation is ready for PVRPD to accept. If the landscape is not ready for acceptance, a punch list will be prepared for the Contractor to complete and the maintenance period will extend until the punch list items have been approved by PVRPD.

**1.05    MAINTENANCE INSPECTION NOTIFICATIONS**

A minimum of 48 hours is required when scheduling a maintenance on-site review.

**1.06    REQUIREMENTS OF REGULATORY AGENCIES**

Any required spraying work shall be done in accordance with governing agencies and PVRPD policies. No spraying shall occur without prior written approval from PVRPD.

**PART 2        PRODUCTS**

**2.01** All materials used in conjunction with the maintenance work shall conform to the material requirements originally specified for the work. Apply at manufacturer's recommended rate.

## PART 3 EXECUTION

### 3.01 PEST AND DISEASE CONTROL

- A. Provide rodent, insect, pest and disease control services at the first sign or symptom of infestations, or as directed by PVRPD.
- B. Notify PVRPD at the first sign or symptom of pest or disease.
- C. Perform pest and disease control services in accordance with PVRPD policies.

### 3.02 IRRIGATION SYSTEMS

- A. Irrigation system maintenance shall include, operating, adjusting, and repairing the irrigation system to perform as designed.
- B. On each visit, visually and hydraulically inspect the irrigation system to insure that no sprinkler breakage has occurred, no foreign matter is clogging the sprinkler heads and that sprinkler coverage and arc of sprays is proper, and shall correct any other inadequacies that might impair the proper performance of the irrigation system. Minor irrigation repairs shall be accomplished by the weekly maintenance crew as needed with the like kind materials unless otherwise authorized by PVRPD.
- C. Malfunctioning valves shall be brought to the attention of PVRPD for approval of appropriate repair.
- D. Notify PVRPD immediately of any system failure or disruption in order that steps can be taken to rectify the problem.

### 3.03 HARDSCAPED AREAS

Maintain all hardscape areas weed-free. Use of chemicals is elective with Contractor, subject to prior approval from PVRPD and shall conform as specified. The use of toxic chemicals shall require proof of proper permit for use on this jobsite. Weed control shall be performed as often as needed or required.

### 3.04 IRRIGATION SCHEDULING

At least once every two weeks, the Contractor shall review water requirements of the project by probing in at least one area covered by each sectional valve and ascertaining the anticipated water requirements, adjusting the automatic controller accordingly. Particular attention shall be given to avoid applying more water than the soil can absorb at one time. Where more water is required than the soil can take at one time, Contractor shall set the automatic timer for repeat cycles at short intervals to satisfy the ultimate water demand. In no cases shall water be allowed to run across the surface of the ground.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all landscape 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 20**

**SECTION 32 93 33  
LANDSCAPE PLANTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

This section includes requirements for the installation of the plant material.

**1.02 RELATED SECTIONS**

Section 02 41 10 – Existing Conditions and Removal  
Section 32 84 23 – Irrigation Systems  
Section 32 90 20 – Landscape Maintenance

**1.03 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. Certificates shall be prepared by the supplier or distributor and shall indicate the quantities and qualities of materials used.
- B. Plant Material – Submit clear photos of all plant material specified taken and the source. Indicate plant material height and spread measured at the source. Photos must clearly show the plant quality and size. The Landscape Architect will determine if the photos meet the specifications and if further site inspection at the nursery is required or if another source is required to produce the specified plant material.

**1.04 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 District for necessary action or decisions before resuming operation. Contractor shall be responsible for repair or replacement at no cost to the District 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.

**1.05 ALTERNATES**

Alternates will not be permitted, except where indicated, and as approved by the Landscape Architect.

1.06 LANDSCAPE ON-SITE OBSERVATIONS

- A. The Contractor shall notify the district and 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 District prior to starting the maintenance period.
  - 9. Maintenance - Notify the District and 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 District and the Landscape Architect for a final review of all work. All work must receive approval from the District and the Landscape Architect prior to being deemed complete and or filing a notice of completion.

1.07 QUALITY

All plant material shall have a growth habit normal to the species and shall be sound, healthy, vigorous and free from insect pests, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other objectionable disfigurements. Tree trunks shall be sturdy and well "hardened off." All plants shall have normal well-developed branch systems, and vigorous and fibrous roots systems which are neither root- nor pot-bound and are free of kinked or girdling roots.

## 1.08 GUARANTEE

All plant material shall be guaranteed for one year. This guarantee is in addition to, and not a limitation of, other rights the District may have under the Contract Document.

## PART 2 PRODUCTS

### 2.01 MATERIALS – LANDSCAPE

- A. Soil Amendments: Organic soil amendment shall be Agromin “Agromend”, or equal.
- B. Soil preparation materials per 1,000 square feet:
  - 1. Three cubic yards of organic soil amendment
  - 2. Commercial Fertilizer (15-15-15), eight pounds

### 2.02 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 content.

### 2.03 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.

### 2.04 FERTILIZER

Applied in the soil prep work.

### 2.05 HYDROSEED MIX – LAWN

- A. Hydroseed mix of the following at the rate of twelve pounds per 1,000 square feet (percent by weight):
  - 1. Seed - Stover "Pro-Sportsfield Elite" seed mix at the rate of 12 pounds per 1,000 square feet.
  - 2. Fertilizer – (12-12-12) at the rate of 400 pounds per acre.
  - 3. Soil stabilizer (ecology controls m-binder) at the rate of 160 pounds per acre.
  - 4. Fiber at the rate of 2,000 pounds per acre.

### 2.06 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.



## 2.07 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, soil stabilizer, 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.

## PART 3 EXECUTION

### 3.01 SITE CONDITION

Hydroseeding shall not begin prior to approval of irrigation and fine grading.

### 3.02 GROUND PREPARATION - ALL AREAS

- A. After the Site Clearance and Preparation has been approved by the District planted areas shall be thoroughly cultivated to a depth of six inches to reduce any compaction, which occurs as a result of construction. Protect existing tree roots.
- B. Stones or rocks over 1" in size, construction refuse, and other deleterious material shall be removed from the site, safely and legally disposed of.
- C. Apply soil preparation materials to all planting areas and thoroughly incorporate into the top six inches of soil.
- D. Wet soil thoroughly and allow to settle. Repeat this compaction procedure until soil is stable enough to permit aeration and drainage for plant material.
- E. Finish grade all planting areas to a smooth, uniform surface ready for planting. Finish grade shall be one inch below finish grade of adjacent paved surfaces unless otherwise noted on Drawings.

### 3.03 MIXING

Seed, fiber, soil stabilizer, and water shall be thoroughly mixed into a homogeneous slurry of the proper consistency to adhere to the ground surface without lumping or running. Slurry must be applied within four (4) hours after mixing or it shall be rejected and removed from the site and replaced at the Contractor's expense.

### 3.04 CLEAN UP

Any slurry, which is sprayed on adjacent building or paved surfaces, shall be thoroughly washed and removed from the site.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

Measurement and payment for all landscape planting 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 93 33**

APPENDIX A

**CONSTRUCTION DRAWINGS**

Drawings included on following pages.



# CONSTRUCTION PROGRAM

A. THE CONTRACTOR SHALL IMPLEMENT A CONSTRUCTION PROGRAM THAT PREVENTS ILLICIT CONSTRUCTION-RELATED DISCHARGES OF POLLUTANTS INTO THE MS4, IMPLEMENTS AND MAINTAINS STRUCTURAL AND NON-STRUCTURAL BMPs TO REDUCE POLLUTANTS IN STORMWATER RUNOFF FROM CONSTRUCTION SITES, REDUCES CONSTRUCTION SITE DISCHARGES OF POLLUTANTS FROM THE MS4 TO THE MEP, AND PREVENTS CONSTRUCTION SITE DISCHARGES FROM THE MS4 FROM CAUSING OR CONTRIBUTING TO A VIOLATION OF WATER QUALITY STANDARDS.

BMP IMPLEMENTATION – CONSTRUCTION SITES LESS THAN ONE ACRE  
THE CONTRACTOR SHALL REQUIRE THE IMPLEMENTATION OF AN EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROL BMP'S FROM THE COUNTY OF VENTURA STORMWATER QUALITY MANAGEMENT PROGRAM BEST MANAGEMENT PRACTICES FOR CONSTRUCTION LESS THAN 1 ACRE.

### BMPs AT CONSTRUCTION SITES LESS THAN 1 ACRE

EROSION CONTROL FOR BMPs	YES	NO	REASON FOR NO
EC-1 OR SS-1 SCHEDULING	■		
EC-2 OR SS-2 PRESERVATION OF EXISTING VEGETATION	■		
TEMPORARY SEDIMENT CONTROL BMPs			
SE-1 OR SC-1 SILT FENCE	■		
SE-8 OR SC-8 SANDBAG BARRIER	■		
TEMPORARY TRACKING CONTROL BMPs			
TC-1 STABILIZED CONSTRUCTION ENTRANCE/EXIT	■		
NON-STORMWATER MANAGEMENT BMPs			
NS-1 WATER CONSERVATION PRACTICES	■		
NS-2 DEWATERING OPERATIONS		■	NO EXCAVATION EXPECTED
WASTE MANAGEMENT & MATERIALS POLLUTION CONTROL BMPs			
WM-1 MATERIAL DELIVERY & STORAGE	■		
WM-3 STOCKPILE MANAGEMENT	■		
WM-4 SPILL PREVENTION & CONTROL	■		
WM-5 SOLID WASTE MANAGEMENT	■		
WM-8 CONCRETE WASTE MANAGEMENT	■		
WM-9 SANITARY/SEPTIC WASTE MGMT	■		
ADDITIONAL BMPs SELECTED			

PONDED STORM WATER MAY BE DISCHARGED AT A CONCENTRATION OF TOTAL SUSPENDED SOLIDS (TSS) OF 100 MG/L OR LESS

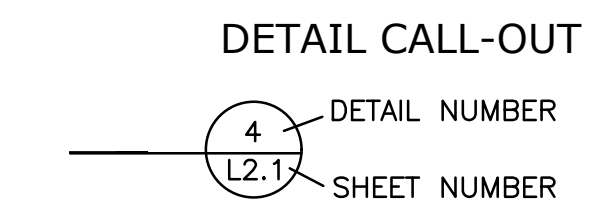
# SCOPE OF WORK

THIS PROJECT INCLUDES THE CONSTRUCTION OF A BASEBALL FIELD INCLUDING CONCRETE SIDEWALKS AND BASEBALL FIELD PAD, MASONRY WALLS, FENCING, IRRIGATION, TURF HYDRO-SEED, ELECTRICAL WORK, AND SYNTHETIC TURF INSTALLATION.

# APPLICABLE CODES & STANDARDS

- PART 1 – 2019 CALIFORNIA BUILDING STANDARD ADMINISTRATIVE CODE. TITLE 24 C.C.R.
- PART 2 – 2019 CALIFORNIA BUILDING CODE – TITLE 24 C.C.R.
- PART 11 – 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE TITLE 24 C.C.R.
- CALIFORNIA DEPARTMENT OF WATER RESOURCES MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) C.C.R., TITLE 23, CHAPTER 2.7, DIVISION 2.

# SYMBOLS



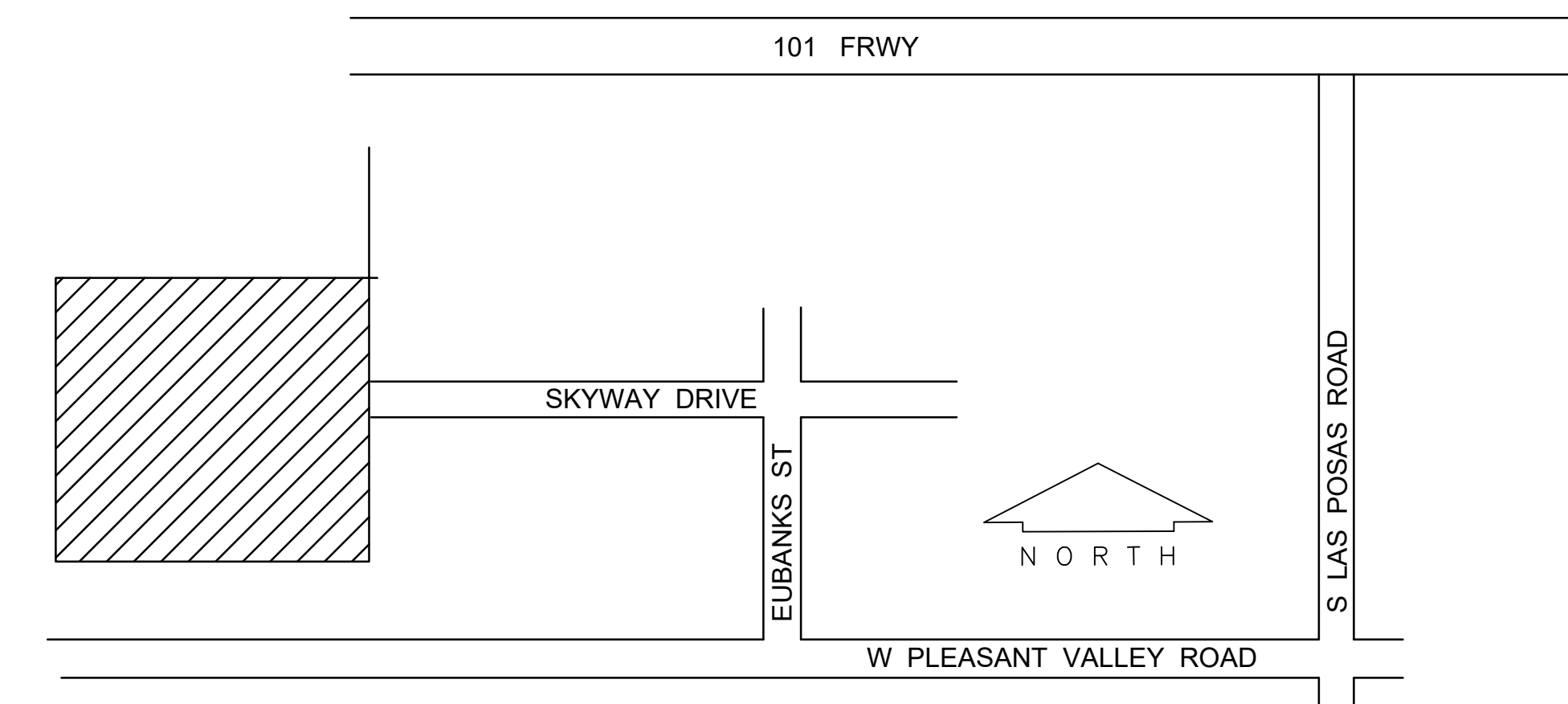
# ABBREVIATIONS

- |        |                        |        |                        |
|--------|------------------------|--------|------------------------|
| CONC.  | CONCRETE               | P.O.T. | PATH OF TRAVEL         |
| C.A.B. | CRUSHED AGGREGATE BASE | PSI    | POUNDS PER SQUARE INCH |
| CONT.  | CONTINUOUS             | (N)    | NEW                    |
| C.O.   | CLEAN OUT              | O.C.   | ON CENTER              |
| C.L.   | CHAIN LINK             | STL.   | STEEL                  |
| D.G.   | DECOMPOSED GRANITE     | TC     | TOP OF CURB            |
| DIA.   | DIAMETER               | TG     | TOP OF GRATE           |
| E.J.   | EXPANSION JOINT        |        |                        |
| (E)    | EXISTING               |        |                        |
| FIN.   | FINISH                 |        |                        |
| F.O.C. | FACE OF CURB           |        |                        |
| FG     | FINISH GRADE           |        |                        |
| FS     | FINISH SURFACE         |        |                        |
| GRD.   | GRADE                  |        |                        |
| INV    | INVERT ELEVATION       |        |                        |
| IRR    | IRRIGATION             |        |                        |
| MAX    | MAXIMUM                |        |                        |
| M.P.R. | MULTI PURPOSE ROOM     |        |                        |
| P.A.   | PLANTING AREA          |        |                        |

# LANDSCAPE CONSTRUCTION PLANS FOR: MIRACLE BASEBALL FIELD AT FREEDOM PARK CAMARILLO, CA 93010

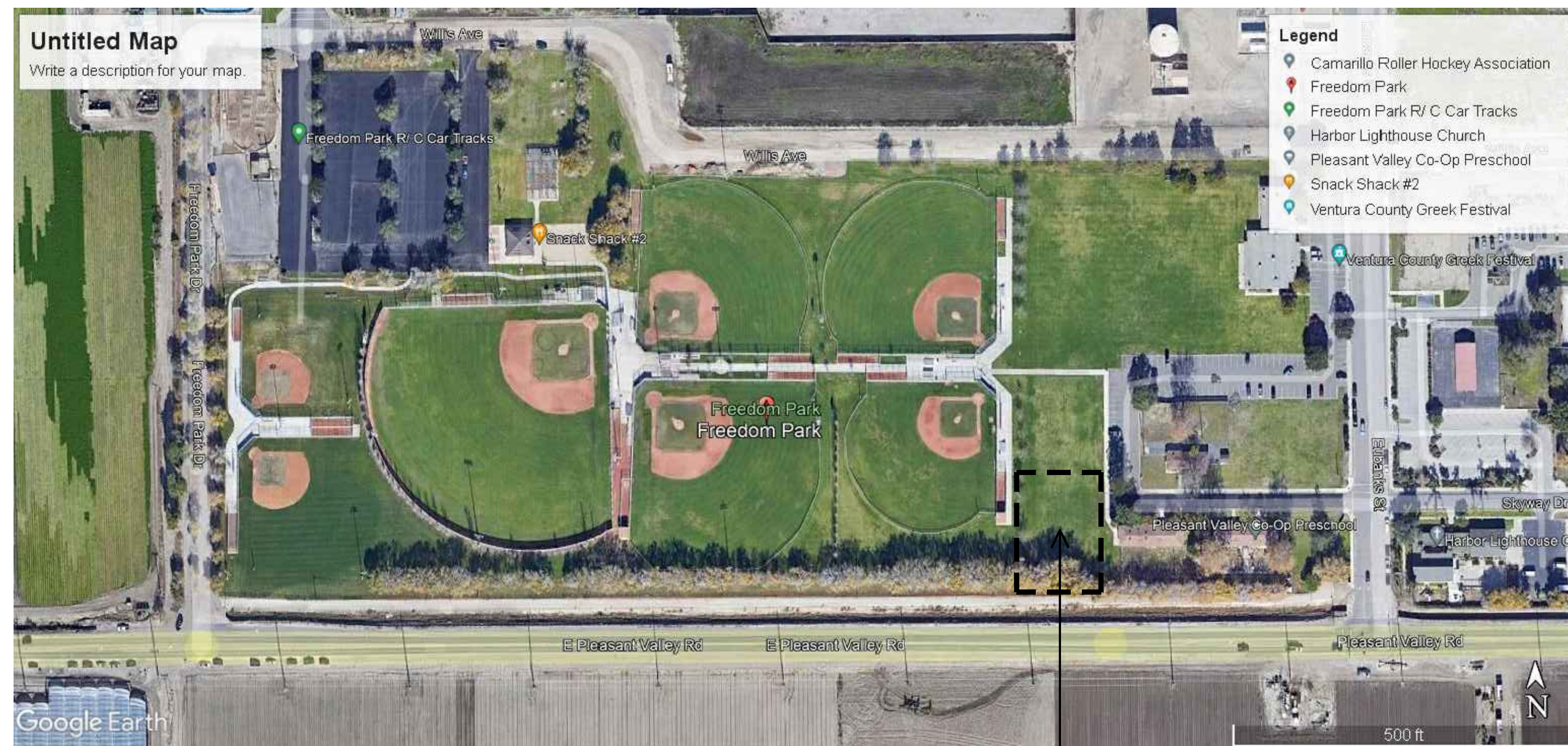
MIRACLE LEAGUE OF THE 805  
2310 PONDEROSA DRIVE, SUITE 21  
CAMARILLO, CA 93010

# VICINITY MAP NOT TO SCALE



# SHEET INDEX

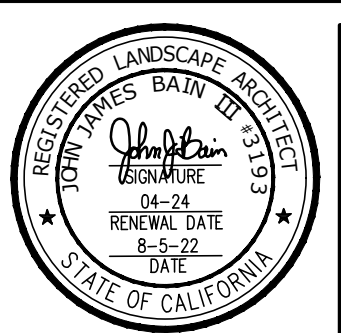
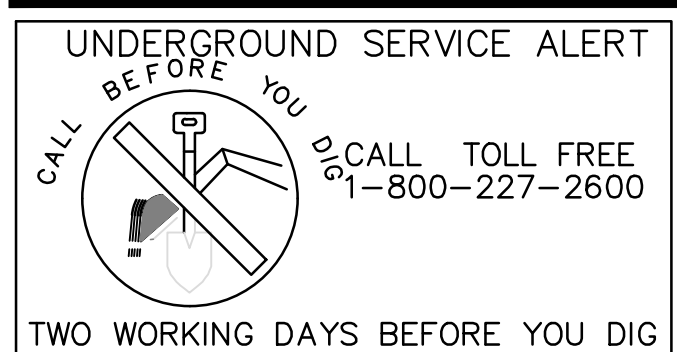
SHEET #	DRAWING #	DESCRIPTION
1	L1.1	COVER SHEET
2	L2.1	EXISTING TOPO AND REMOVALS PLAN
3	L2.2	STAKING PLAN & GRADING PLAN
4	L3.1	CONSTRUCTION DETAILS
5	L3.2	CONSTRUCTION DETAILS
6	L3.3	CONSTRUCTION DETAILS
7	L3.4	CONSTRUCTION DETAILS
8	L3.5	CONSTRUCTION DETAILS
9	L3.6	CONSTRUCTION DETAILS
10	L3.7	CONSTRUCTION DETAILS
11	L4.1	IRRIGATION PLAN
12	L4.2	IRRIGATION LEGEND AND NOTES
13	L4.3	LANDSCAPE DETAILS
14	L5.1	PLANTING PLAN



FREEDOM PARK SITE MAP  
NTS

MIRACLE FIELD LOCATION

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

CLIENT  
**MIRACLE LEAGUE OF THE 805**  
2310 PONDEROSA DRIVE  
SUITE 21  
CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
FREEDOM PARK  
CAMARILLO, CA.

SHEET TITLE:  
**COVER SHEET**

**JORDAN, GILBERT & BAIN**  
LANDSCAPE ARCHITECTS, INC.  
459 NORTH VENTURA AVE., VENTURA CA 93001  
(805) 642-3641 FAX (805) 653-7874  
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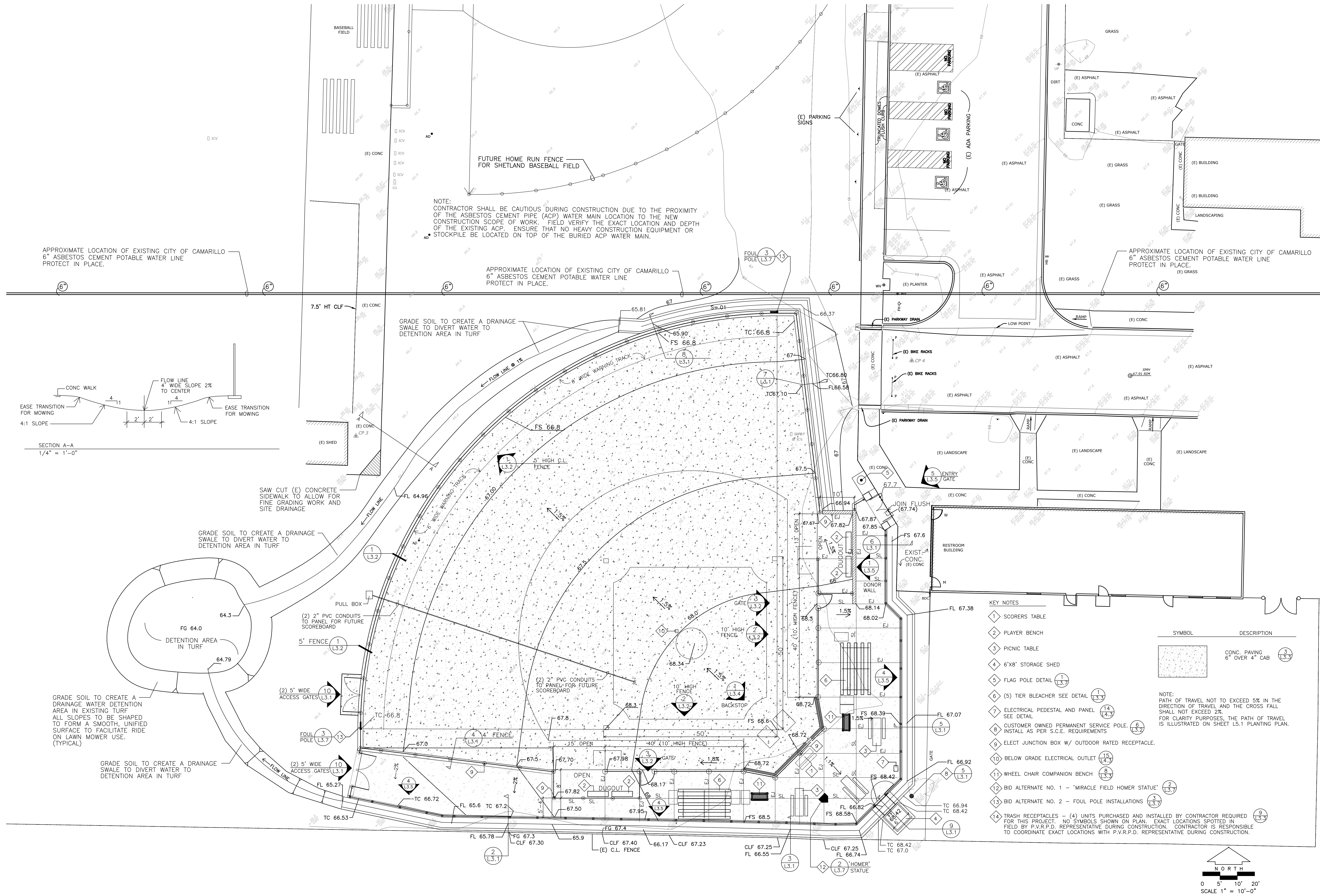
DRAWN: \_\_\_\_\_  
CITY SUBMITTAL: 8-5-22  
BID DATE: 10-12-22  
CONSTRUCTION: 10-12-22

DRAWING  
**L1.1**  
SHEET 1 OF 14  
PROJECT No. 20.16

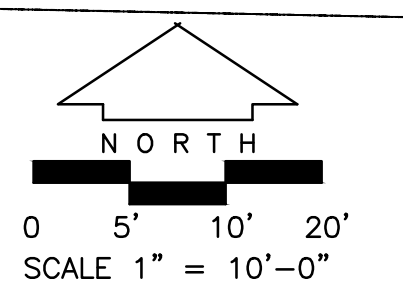






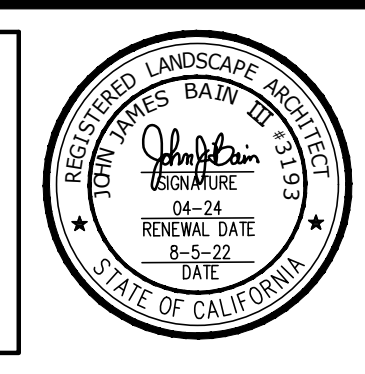


- KEY NOTES**
- 1 SCORERS TABLE
  - 2 PLAYER BENCH
  - 3 PICNIC TABLE
  - 4 6'X8' STORAGE SHED
  - 5 FLAG POLE DETAIL
  - 6 (5) TIER BLEACHER SEE DETAIL
  - 7 ELECTRICAL PEDESTAL AND PANEL SEE DETAIL
  - 8 CUSTOMER OWNED PERMANENT SERVICE POLE. INSTALL AS PER S.C.E. REQUIREMENTS
  - 9 ELECT JUNCTION BOX W/ OUTDOOR RATED RECEPTACLE.
  - 10 BELOW GRADE ELECTRICAL OUTLET
  - 11 WHEEL CHAIR COMPANION BENCH
  - 12 BID ALTERNATE NO. 1 - "MIRACLE FIELD HOMER STATUE"
  - 13 BID ALTERNATE NO. 2 - FOUL POLE INSTALLATIONS
  - 14 TRASH RECEPTACLES - (4) UNITS PURCHASED AND INSTALLED BY CONTRACTOR REQUIRED FOR THIS PROJECT. NO SYMBOLS SHOWN ON PLAN. EXACT LOCATIONS SPOTTED IN FIELD BY P.V.R.P.D. REPRESENTATIVE DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE TO COORDINATE EXACT LOCATIONS WITH P.V.R.P.D. REPRESENTATIVE DURING CONSTRUCTION.
- | SYMBOL | DESCRIPTION                 |
|--------|-----------------------------|
|        | CONC. PAVING 6" OVER 4" CAB |
- NOTE:  
 PATH OF TRAVEL NOT TO EXCEED 5% IN THE DIRECTION OF TRAVEL AND THE CROSS FALL SHALL NOT EXCEED 2%.  
 FOR CLARITY PURPOSES, THE PATH OF TRAVEL IS ILLUSTRATED ON SHEET L5.1 PLANTING PLAN.



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**UNDERGROUND SERVICE ALERT**  
 CALL BEFORE YOU DIG  
 CALL TOLL FREE 1-800-227-2600  
 TWO WORKING DAYS BEFORE YOU DIG



REVISIONS			
NO.	DATE	BY	DESCRIPTION

CLIENT  
**MIRACLE LEAGUE OF THE 805**  
 2310 PONDEROSA DRIVE  
 SUITE 21  
 CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
 FREEDOM PARK  
 CAMARILLO, CA.

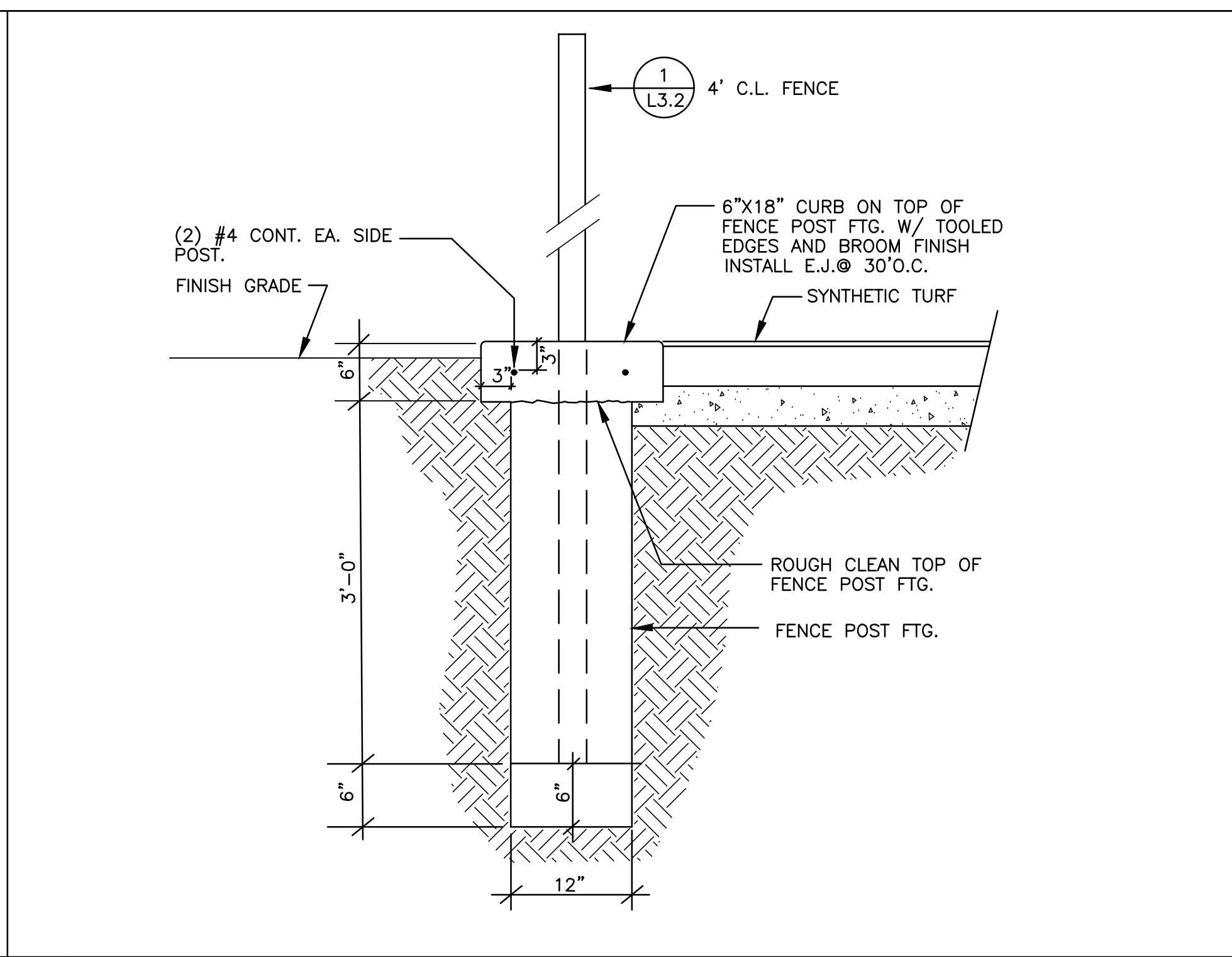
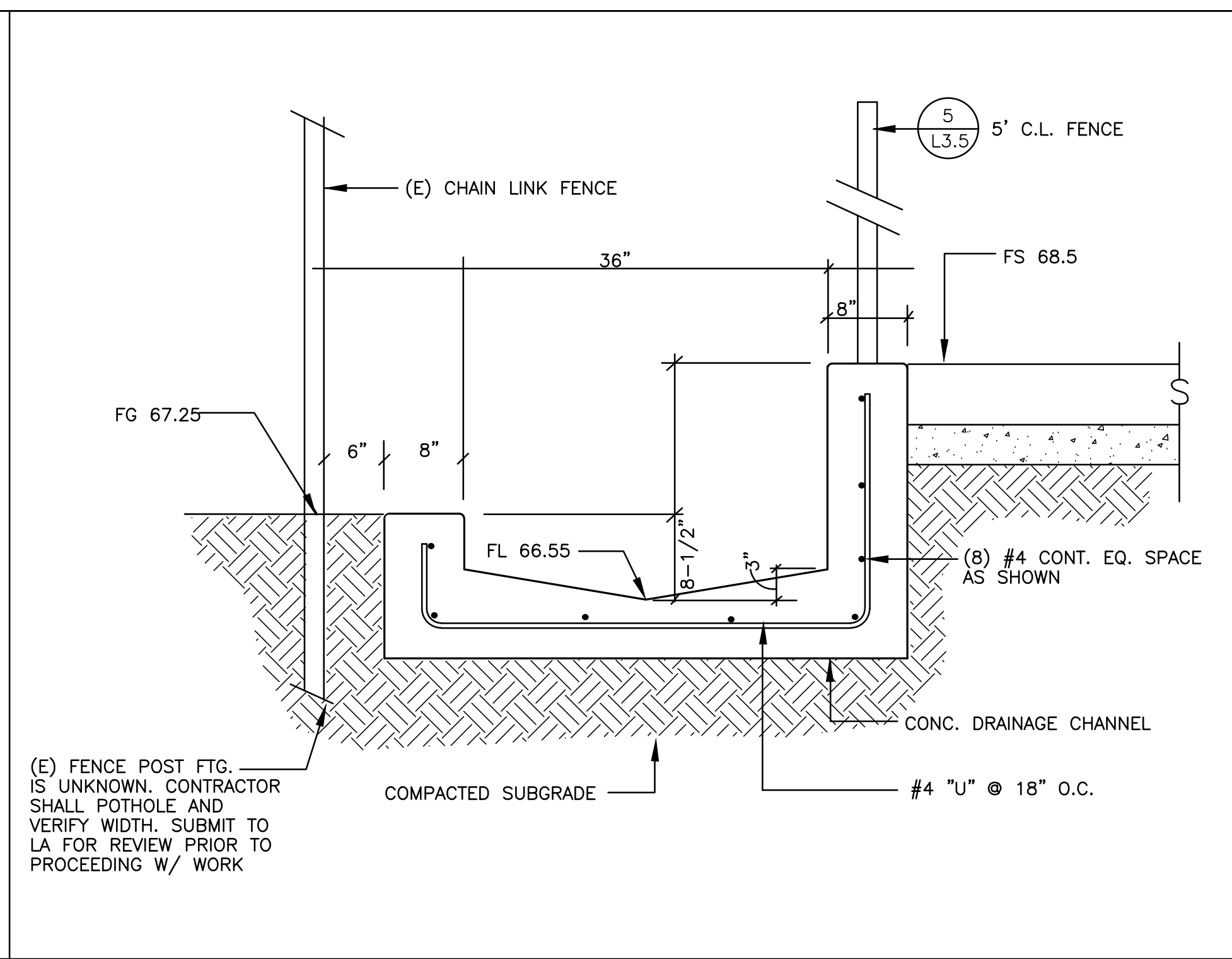
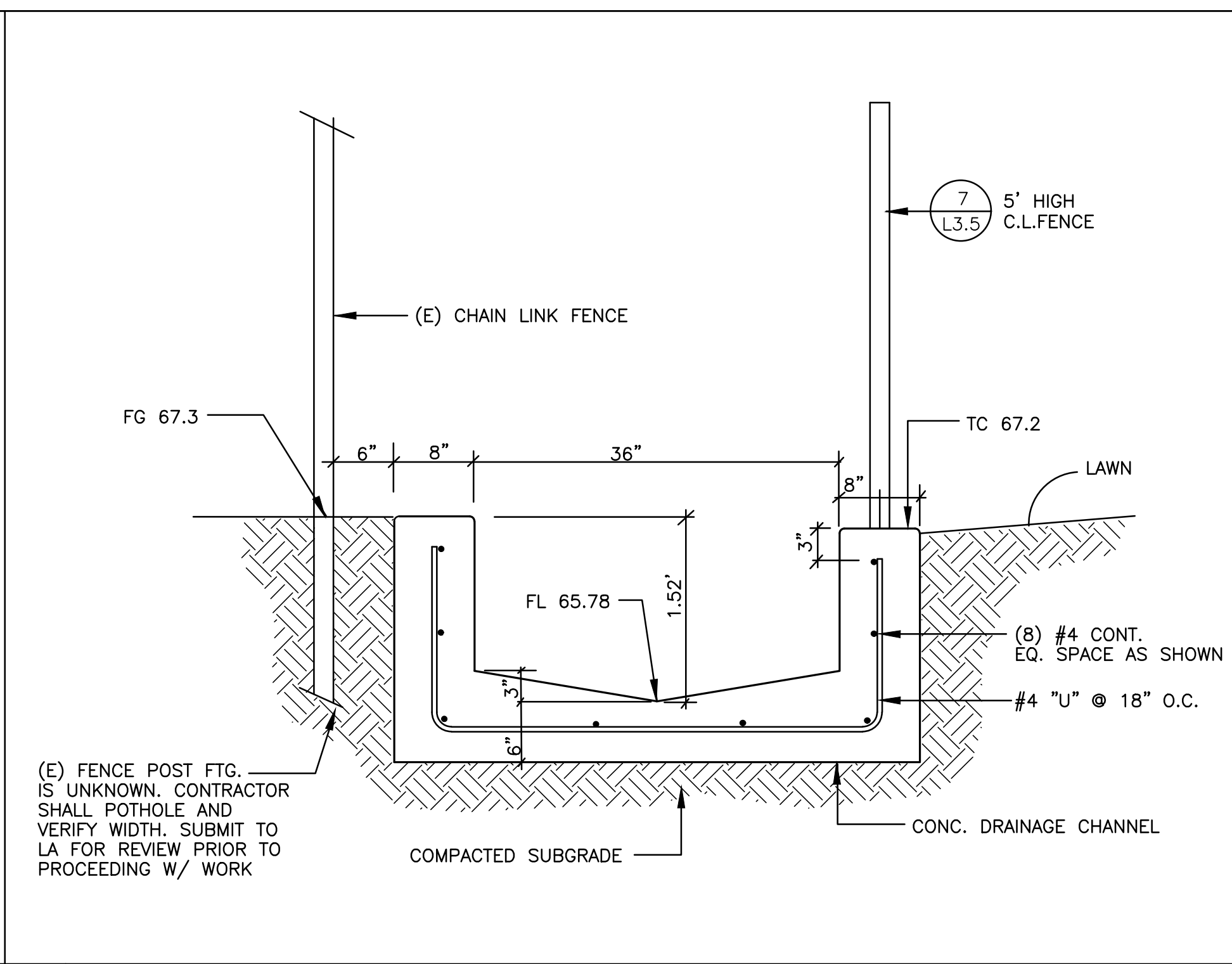
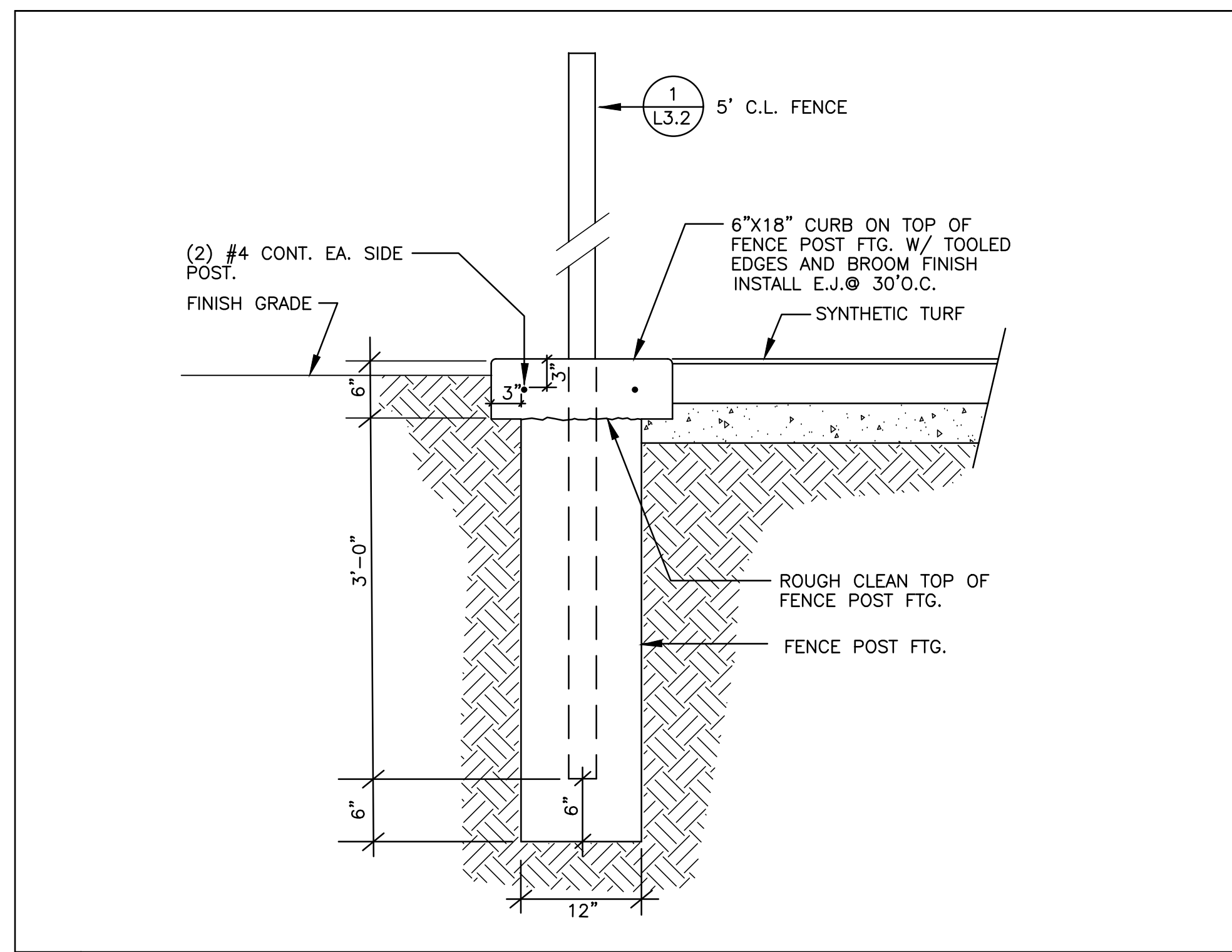
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**STAKING & GRADING PLAN**

**JORDAN, GILBERT & BAIN**  
 LANDSCAPE ARCHITECTS, INC.  
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DRAWN: PJ  
 CITY SUBMITTAL: 8-5-22  
 BID DATE: 10-12-22  
 CONSTRUCTION: 10-12-22

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**L2.2**  
 SHEET 3 OF 14  
 PROJECT No. 20.16



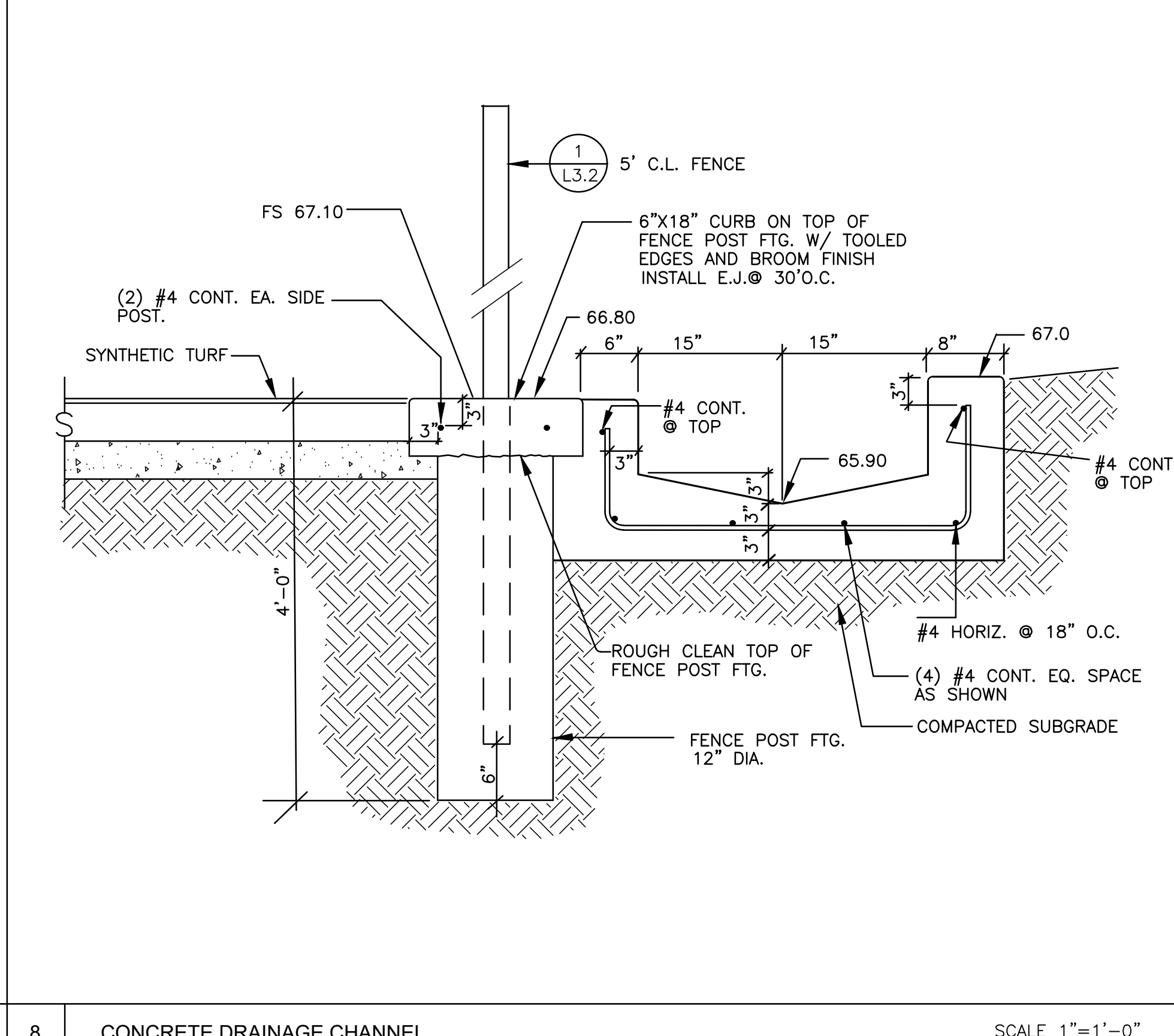
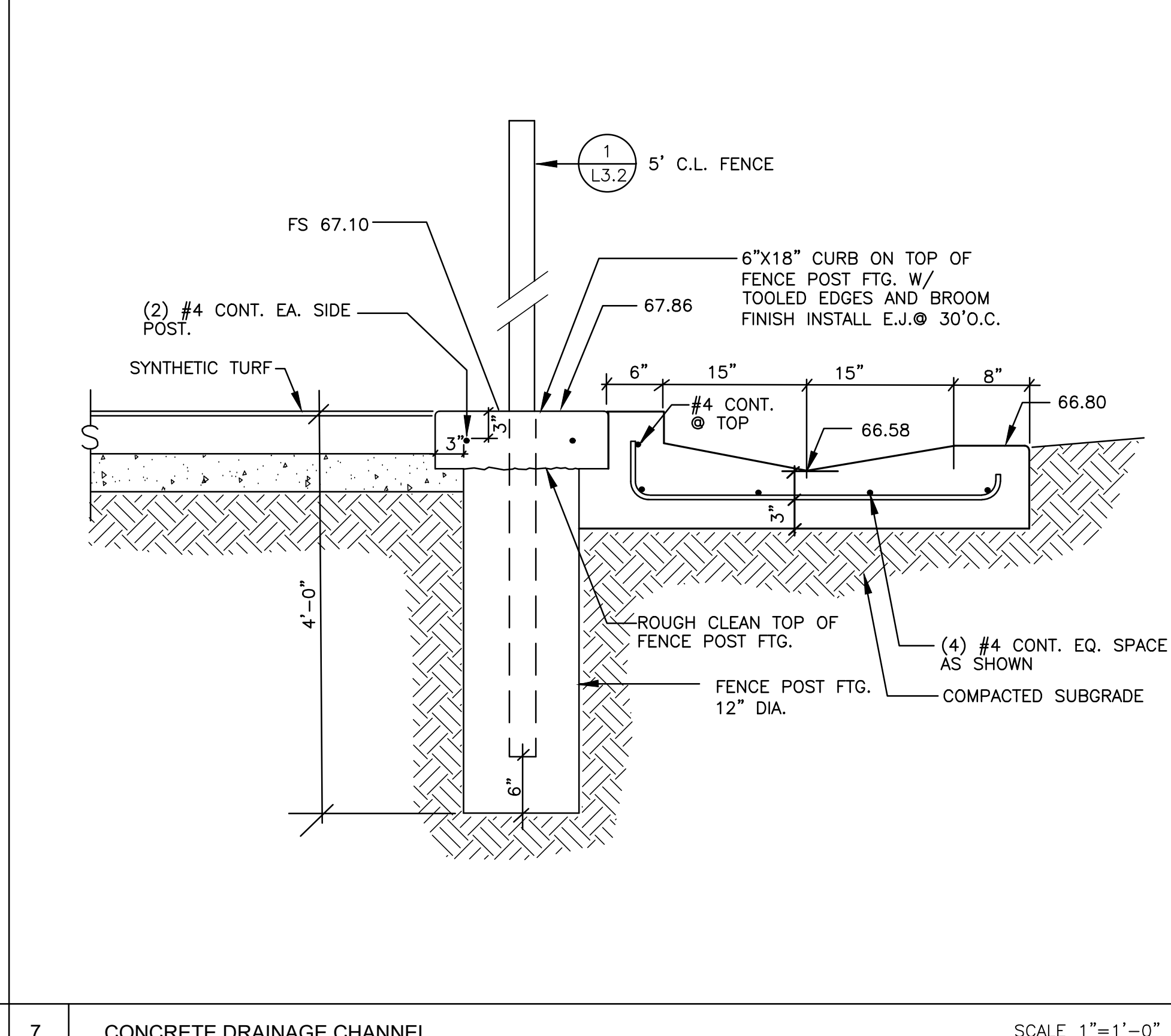
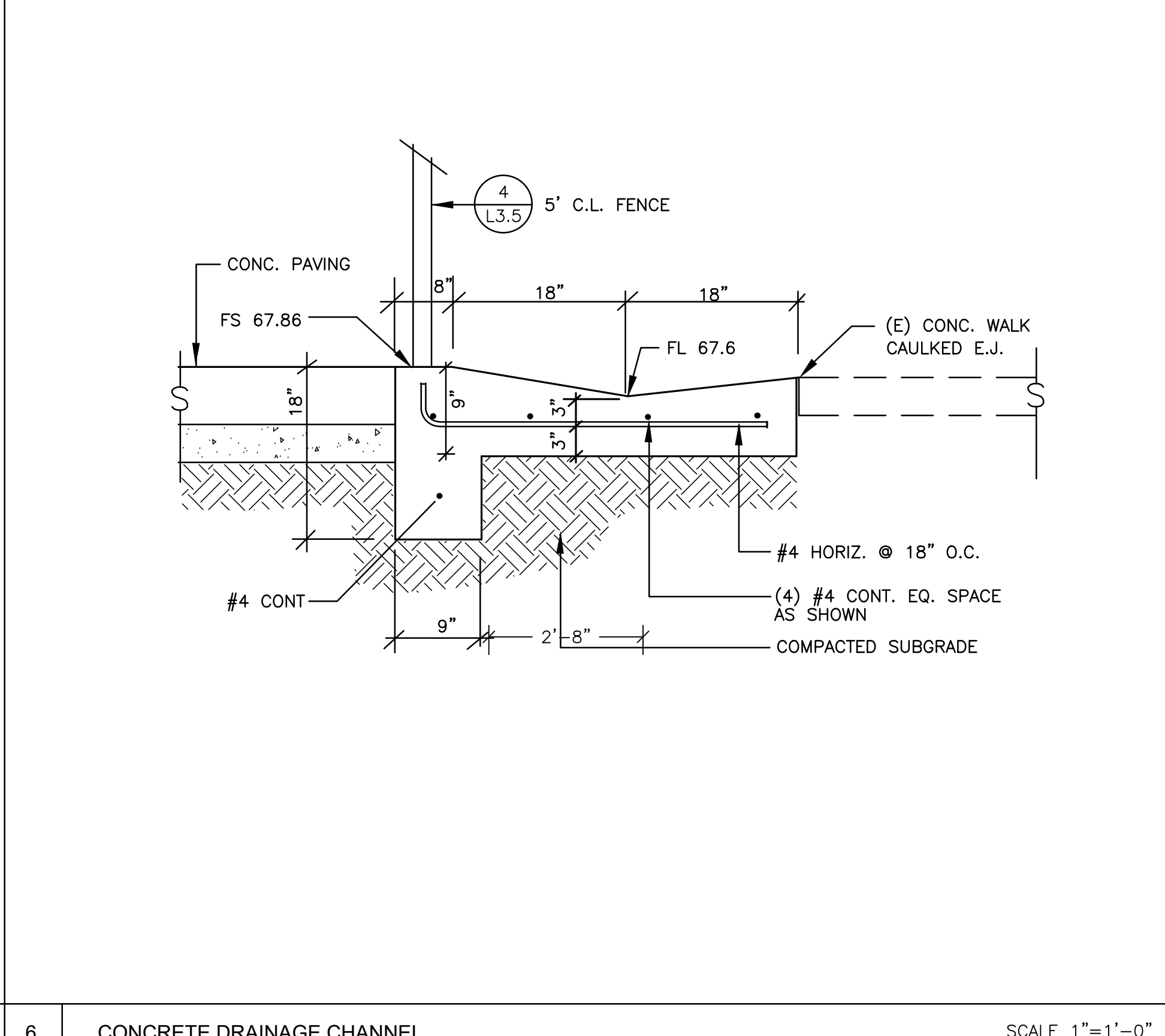
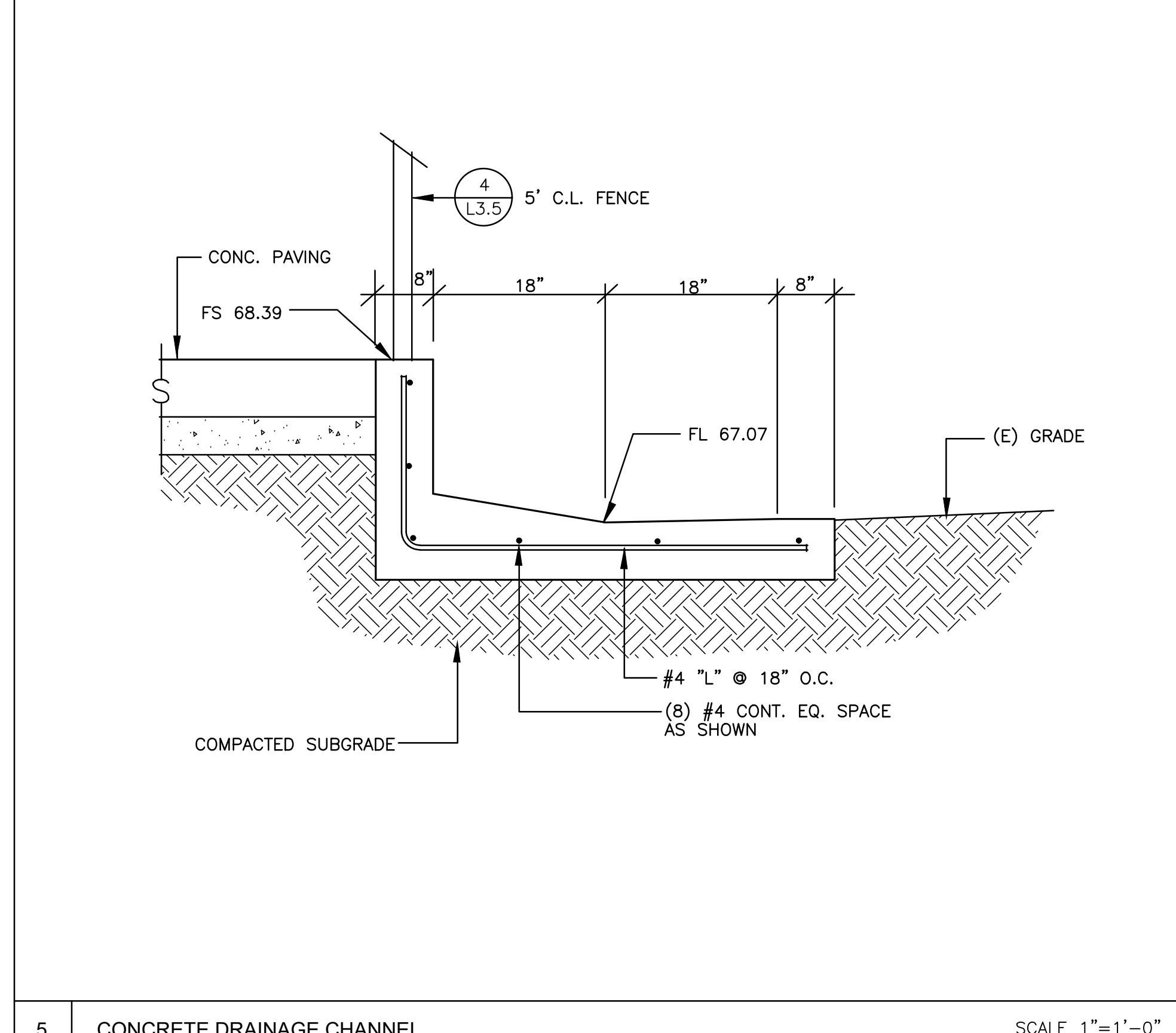


1 5'-0\"/>

2 CONCRETE DRAINAGE CHANNEL SCALE 1\"/>

3 CONCRETE DRAINAGE CHANNEL SCALE 1\"/>

4 4'-0\"/>

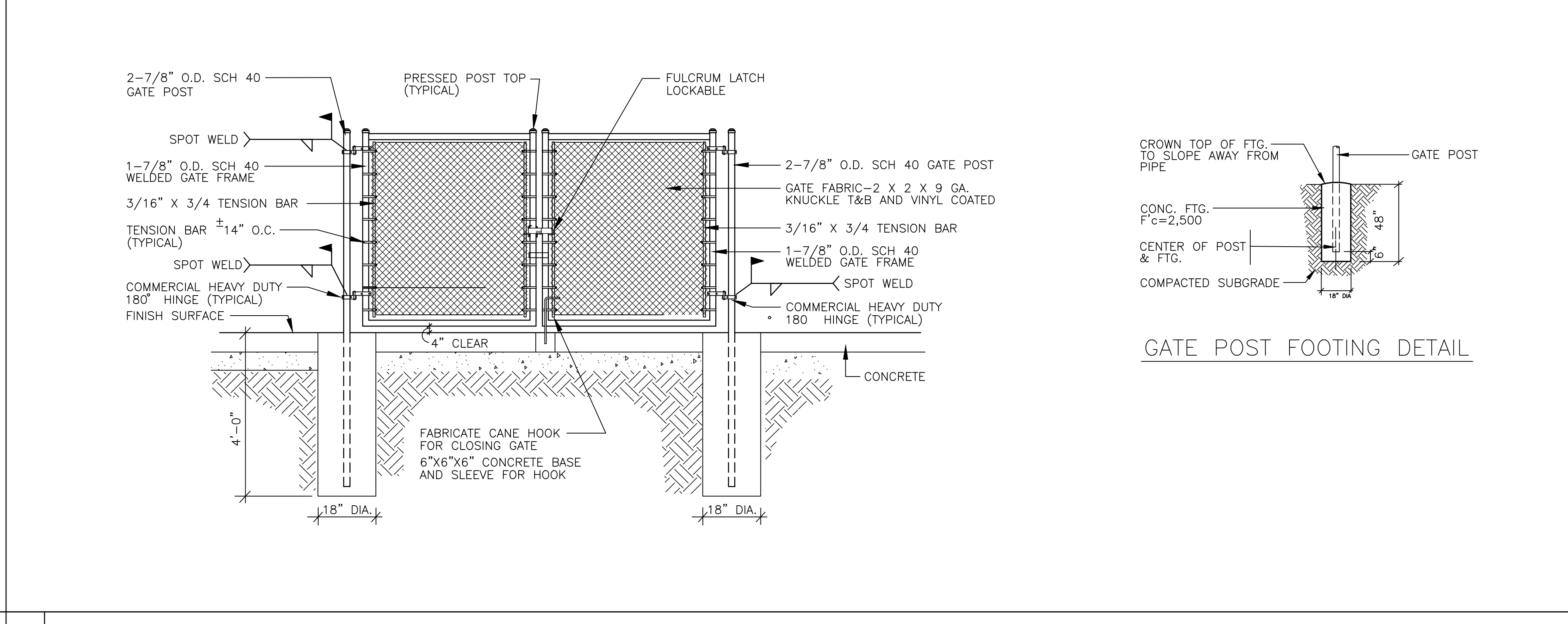
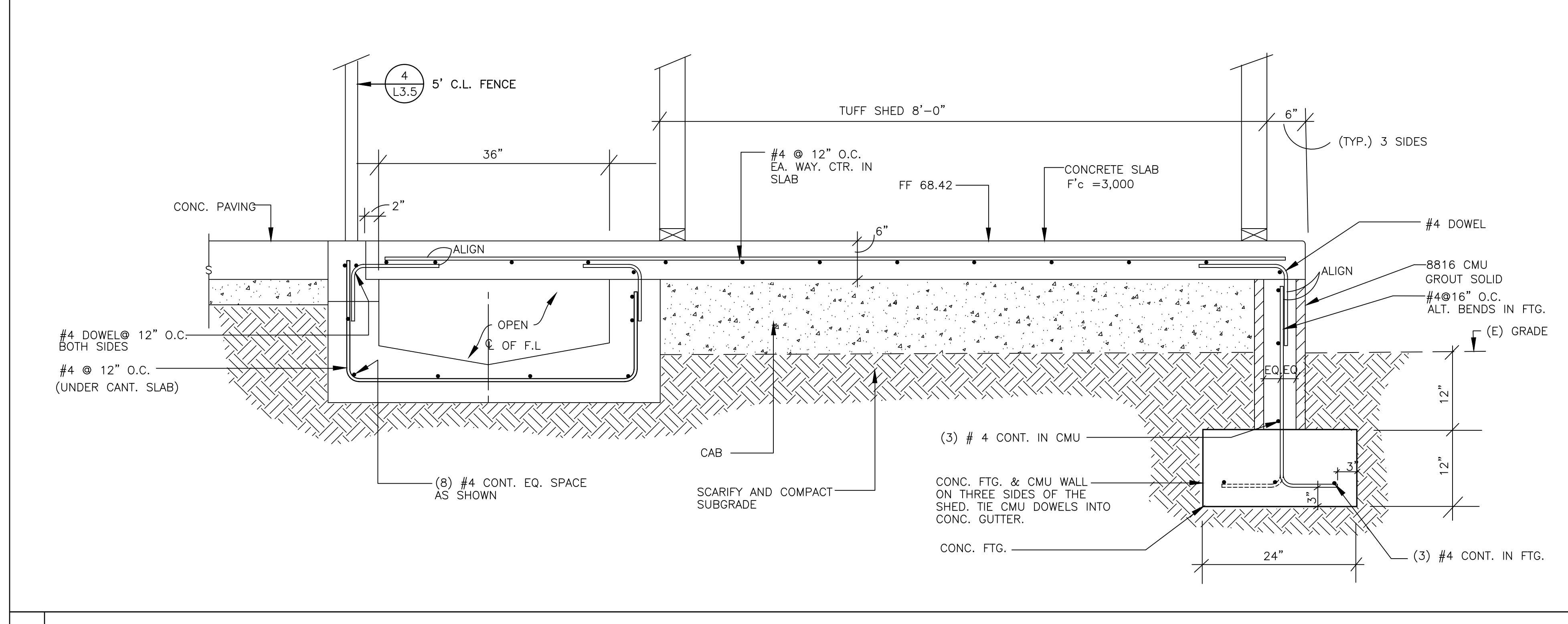


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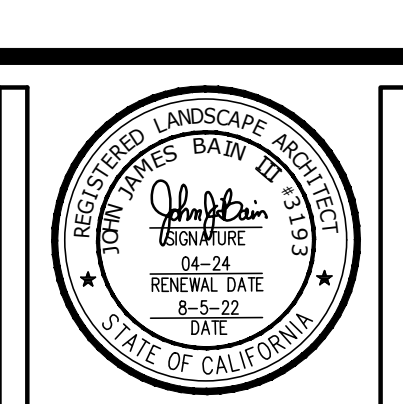
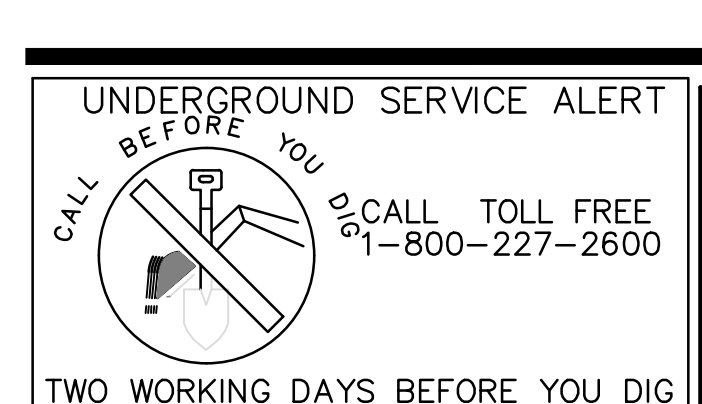
7 CONCRETE DRAINAGE CHANNEL SCALE 1\"/>

8 CONCRETE DRAINAGE CHANNEL SCALE 1\"/>



9 CANTILEVER CONCRETE SECTION AT SHED SCALE 1\"/>

10 CHAIN LINK MAINTENANCE ACCESS - (2) 5'-0\"/>



REVISIONS			
NO.	DATE	BY	DESCRIPTION

CLIENT  
**MIRACLE LEAGUE OF THE 805**  
 2310 PONDEROSA DRIVE  
 SUITE 21  
 CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
 FREEDOM PARK  
 CAMARILLO, CA.

SHEET TITLE:  
**CONSTRUCTION DETAILS**

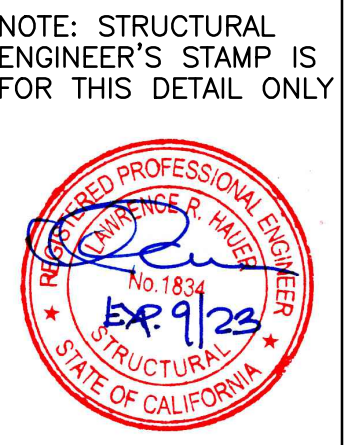
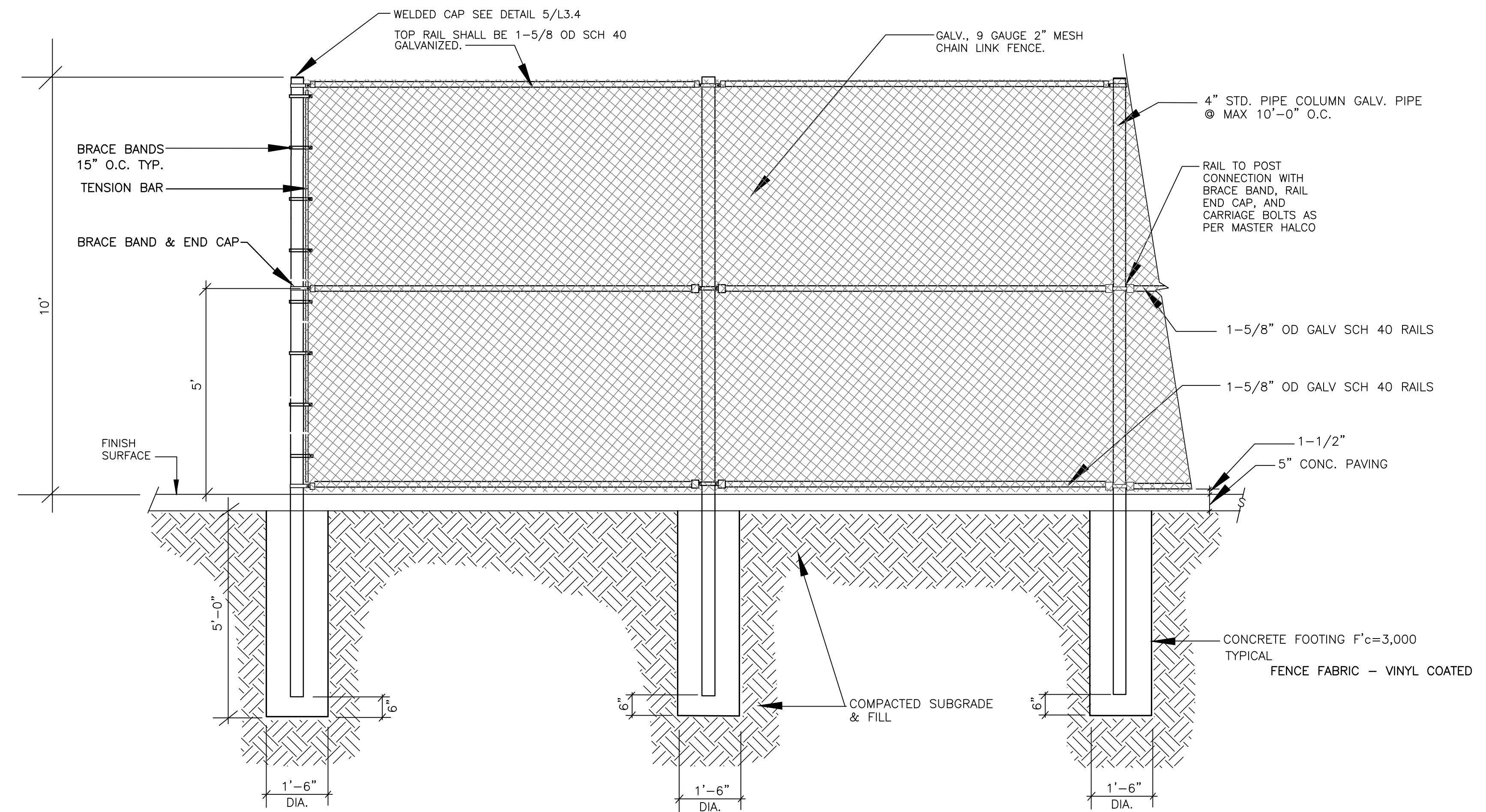
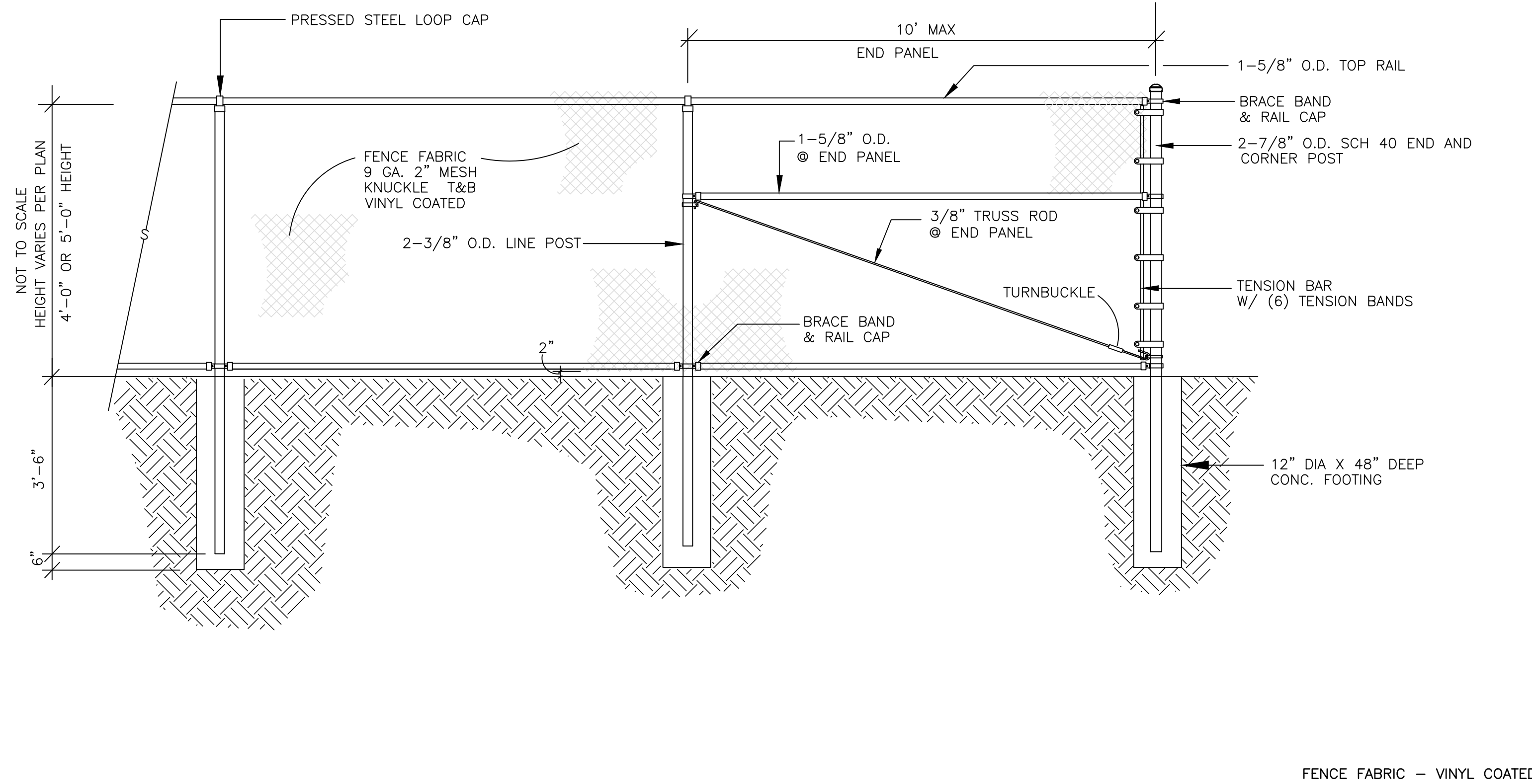
**JORDAN, GILBERT & BAIN**  
 LANDSCAPE ARCHITECTS, INC.  
 459 NORTH VENTURA AVE., VENTURA CA 93001  
 (805) 642-3641 FAX (805) 653-7874  
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 BID DATE: 10-12-22  
 CONSTRUCTION: 10-12-22

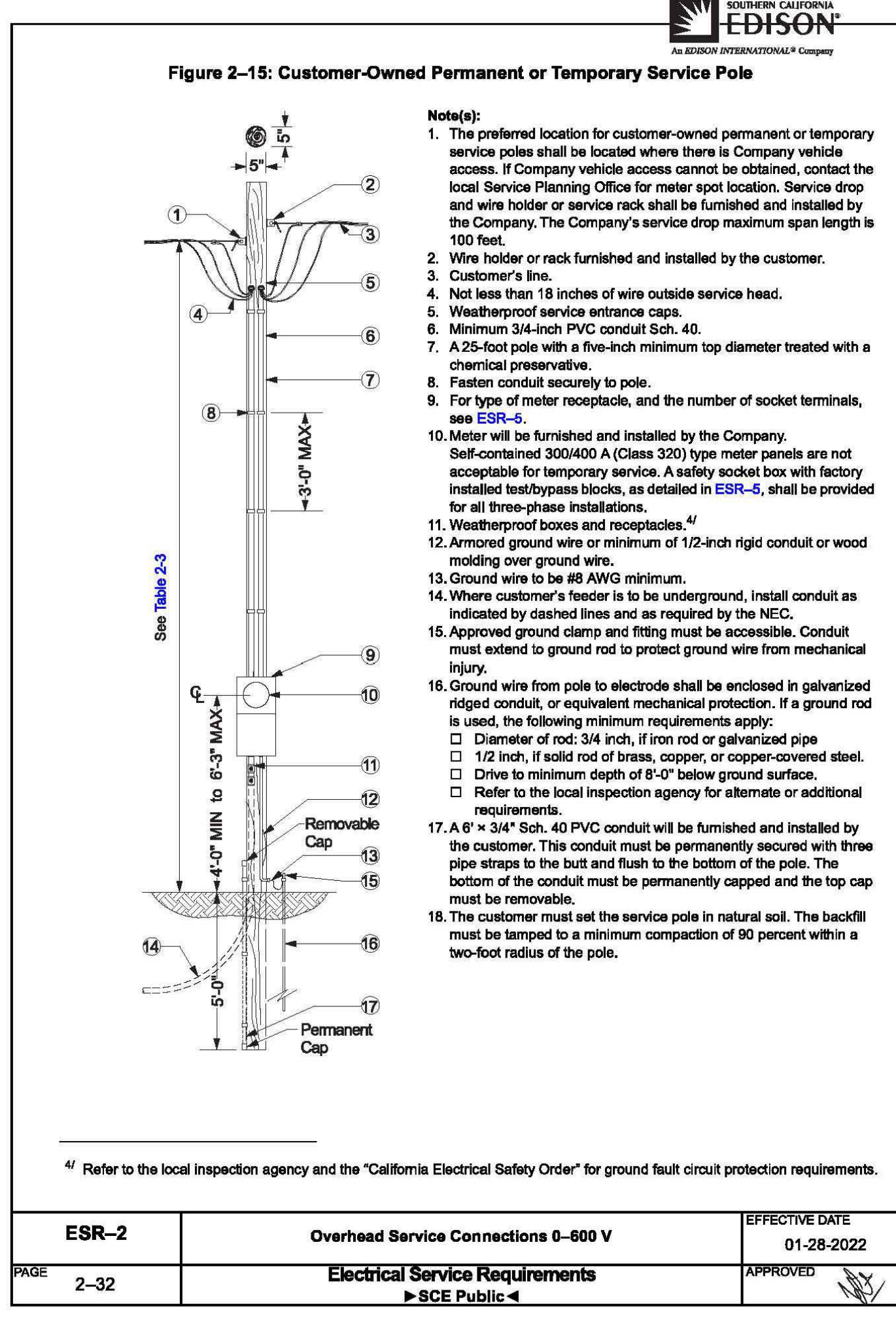
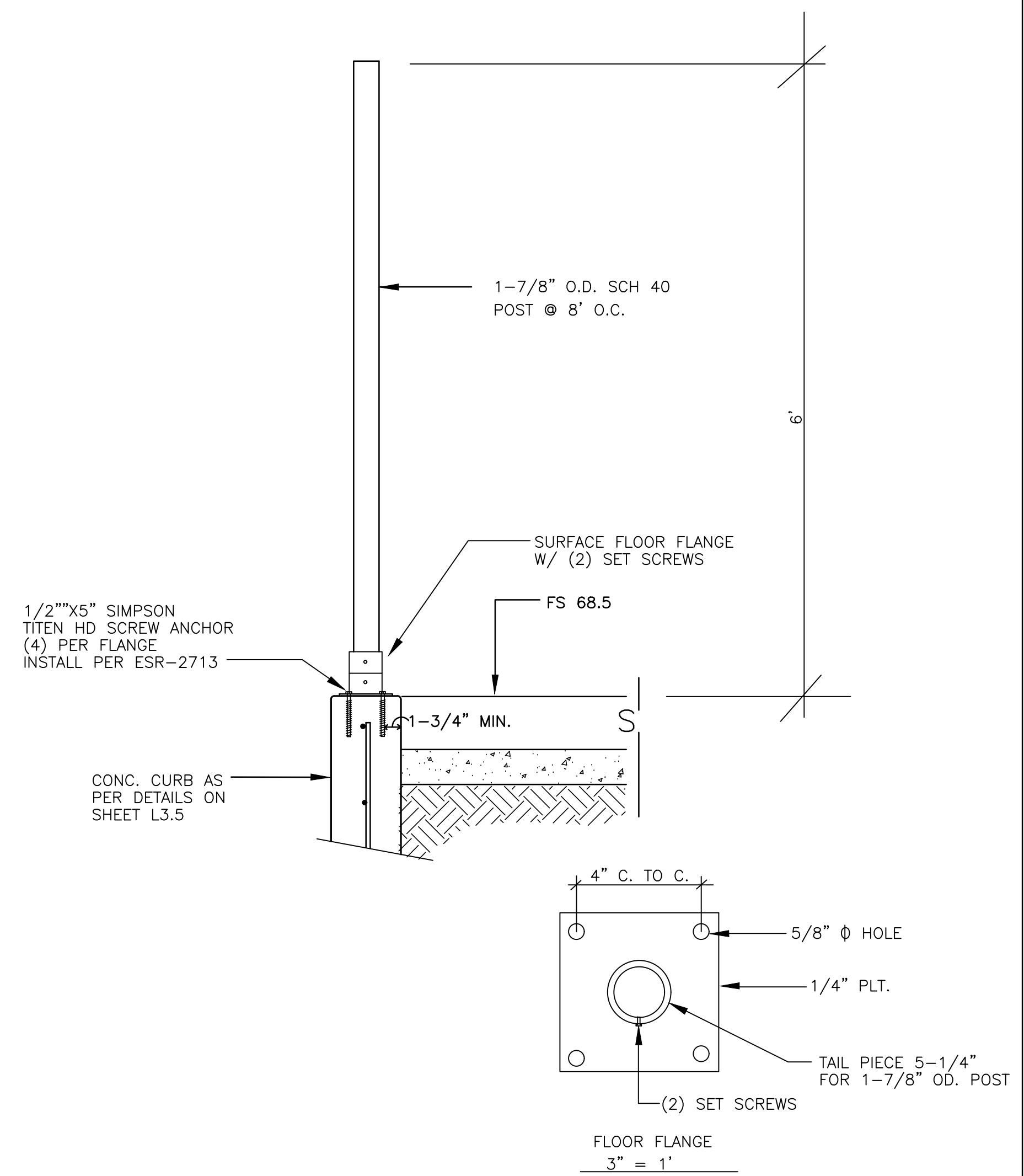
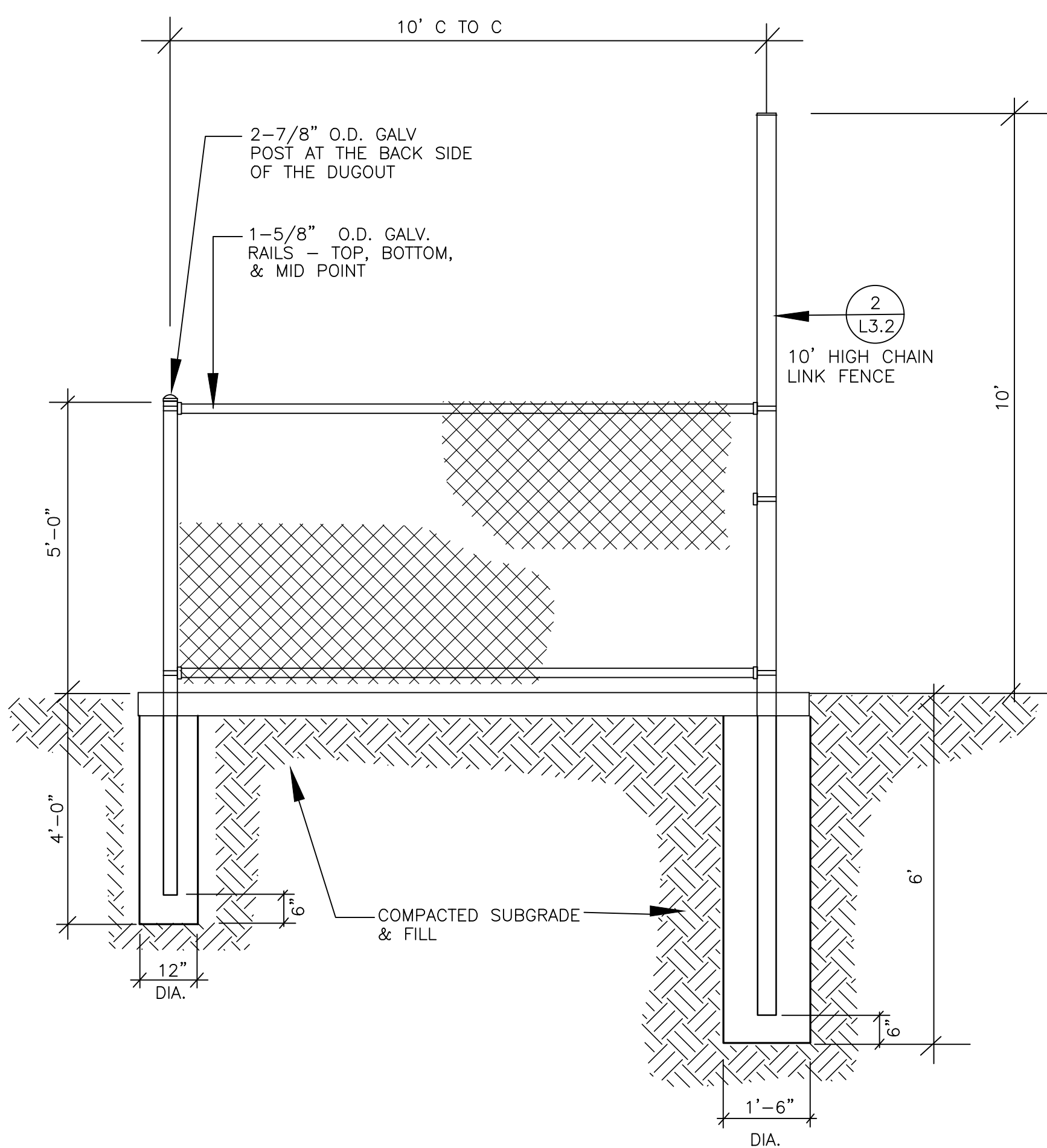
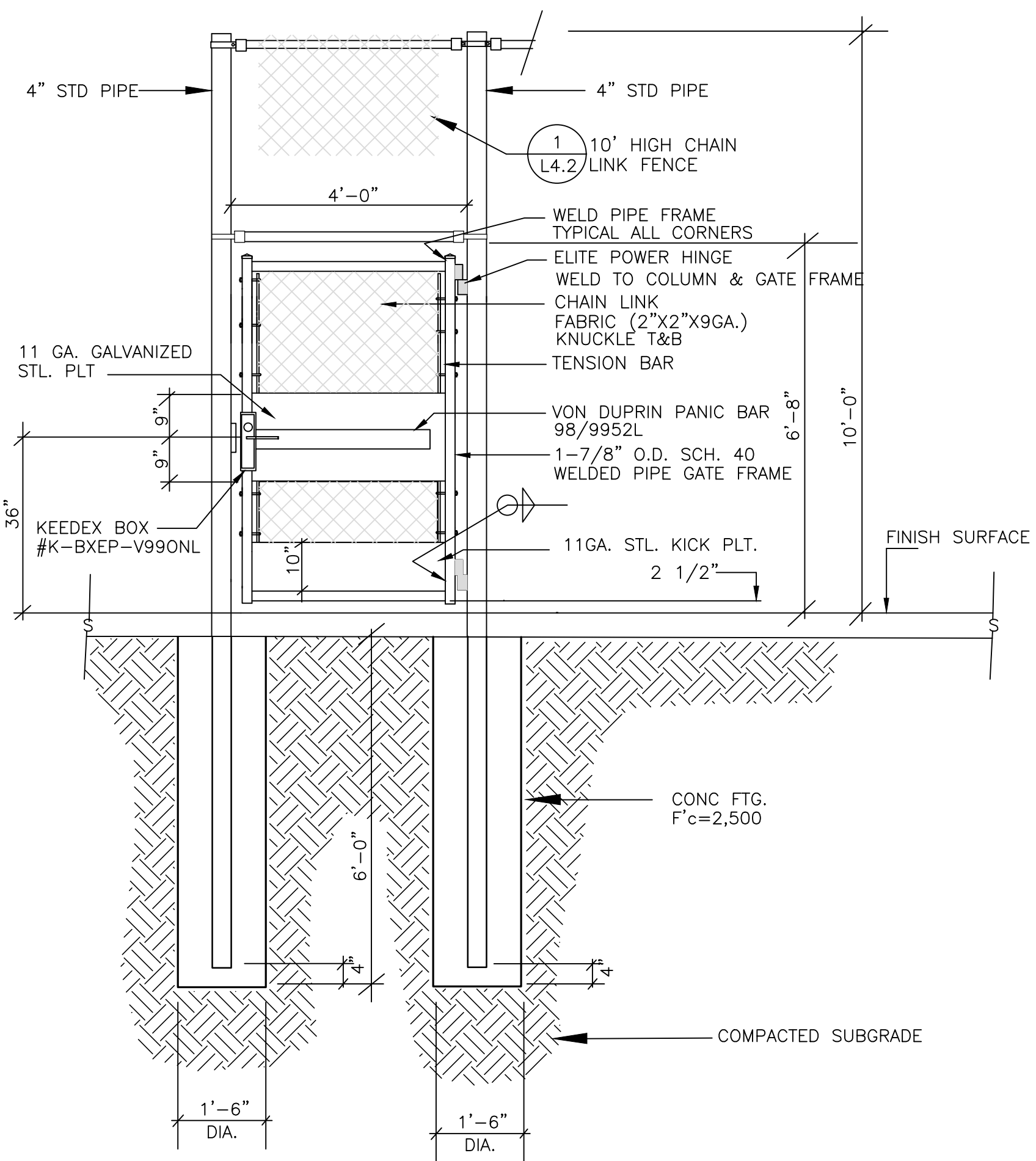
DRAWING  
**L3.1**  
 SHEET 4 OF 14  
 PROJECT No. 20.16  
 173/570

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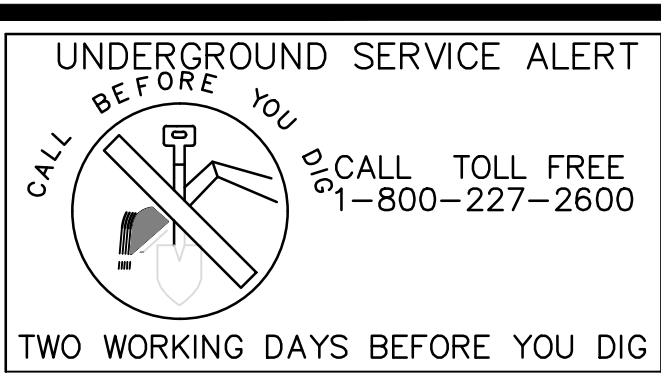




1 CHAIN LINK FENCE SCALE 1/2"=1'-0" 2 10 FT. HIGH CHAIN LINK FENCE SCALE 1/2"=1'-0"



3 MAN GATE SCALE 1/2"=1'-0" 4 TRANSITION FROM 10' FENCE HEIGHT TO 5' FENCE HEIGHT SCALE 1/2"=1'-0" 5 CHAIN LINK FLOOR MOUNT DETAIL SCALE 1"=1'-0" 6 SOUTHERN CALIFORNIA EDISON - CUSTOMER OWNED PERMANENT SERVICE POLE SCALE = N.T.S.



REVISIONS			
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CLIENT  
**MIRACLE LEAGUE OF THE 805**  
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CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
FREEDOM PARK  
CAMARILLO, CA.

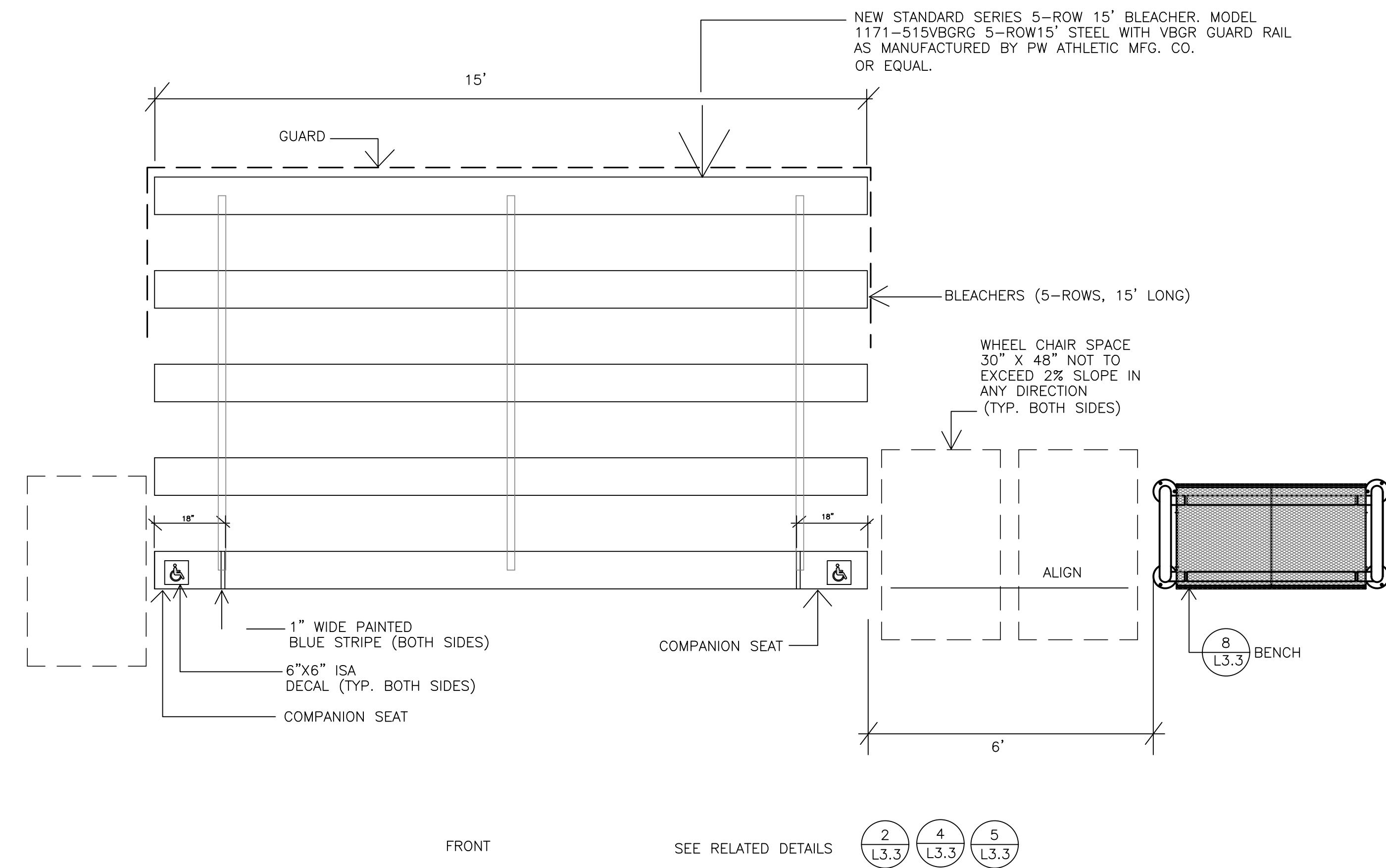
SHEET TITLE:  
**CONSTRUCTION DETAILS**

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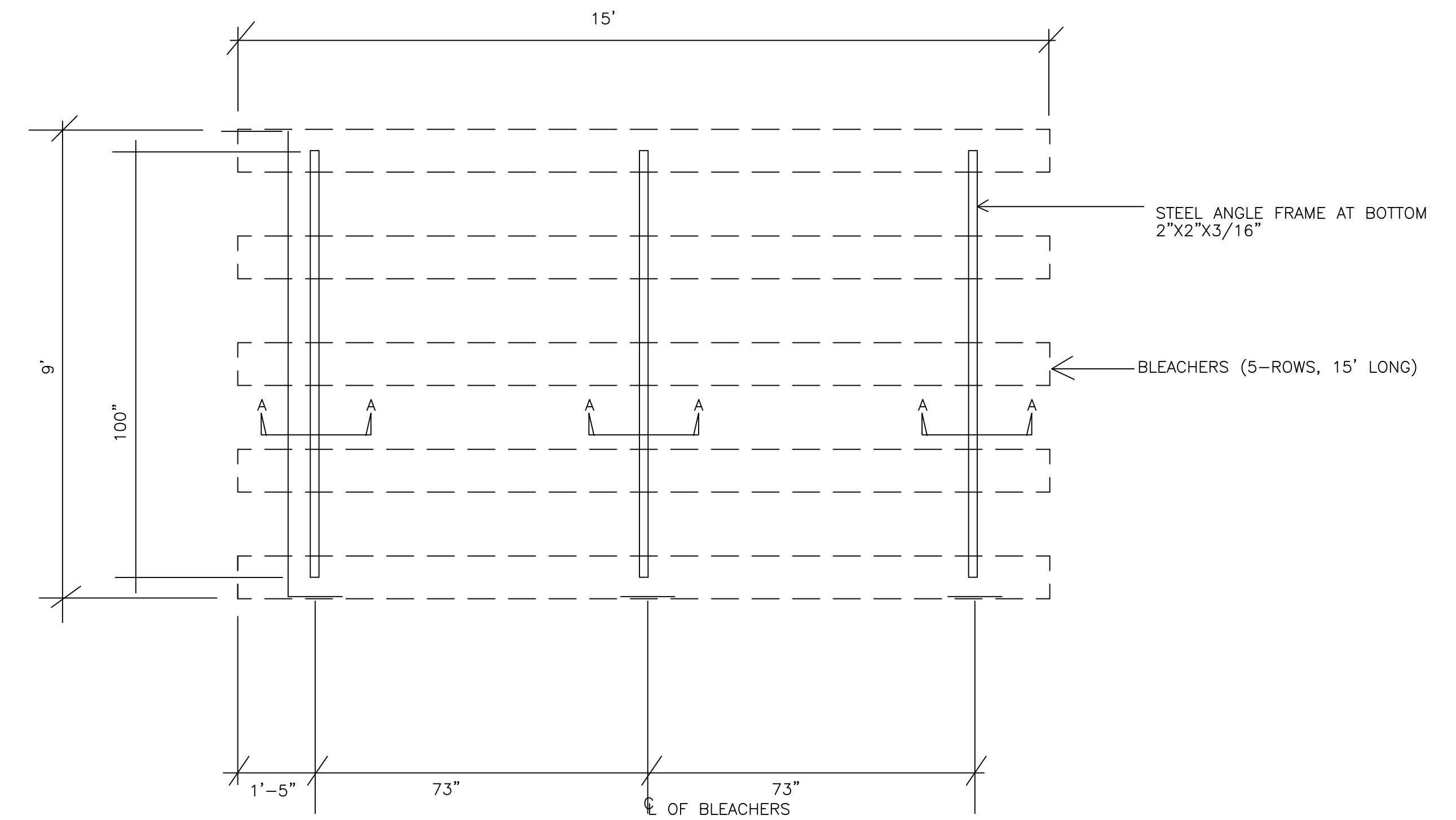
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CITY SUBMITTAL: 8-5-22  
BID DATE: 10-12-22  
CONSTRUCTION: 10-12-22

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**L3.2**  
SHEET 5 OF 14  
PROJECT No. 20.16





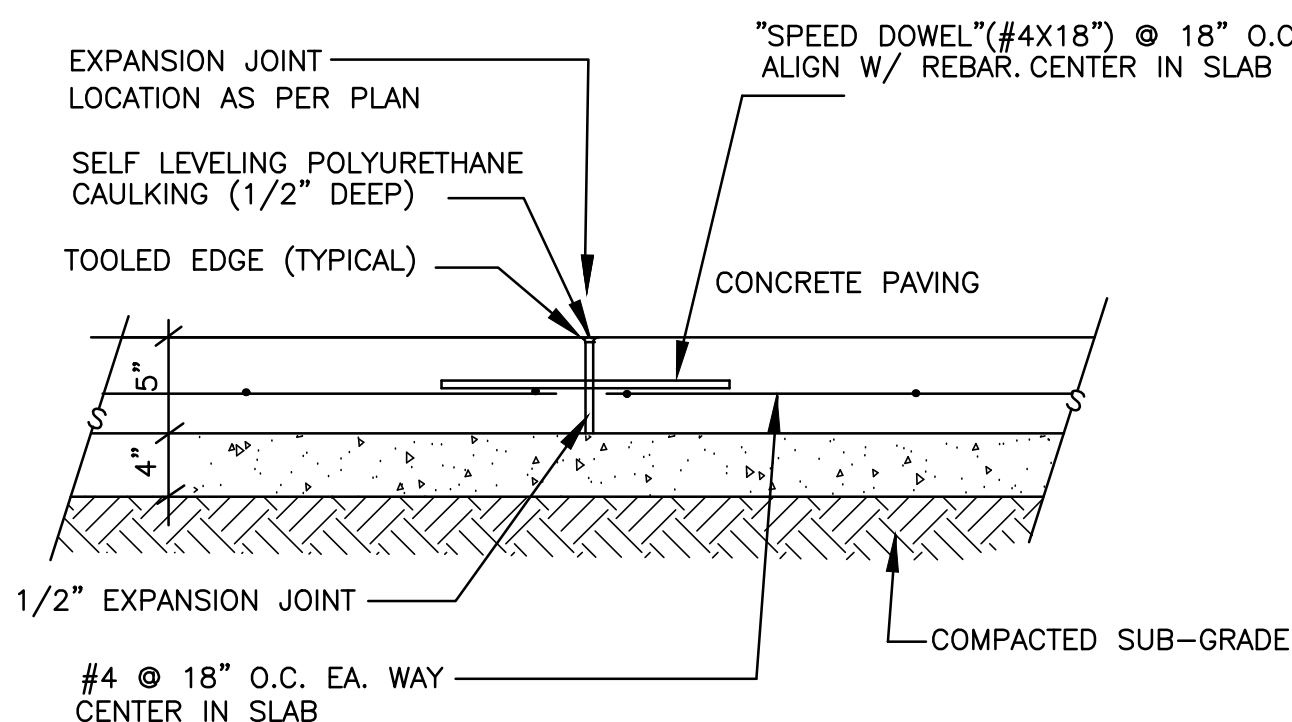
SCALE 1/2"=1'-0"



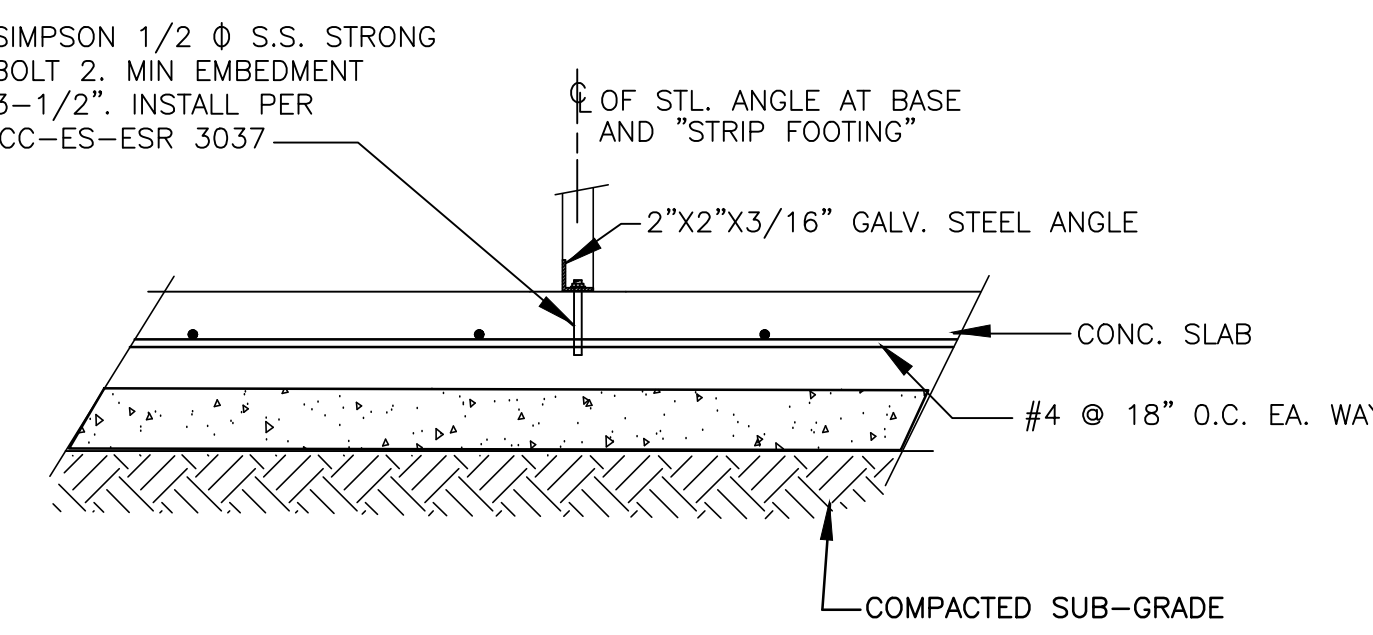
SCALE 1/2"=1'-0"

1 BLEACHER LAYOUT - PLAN VIEW

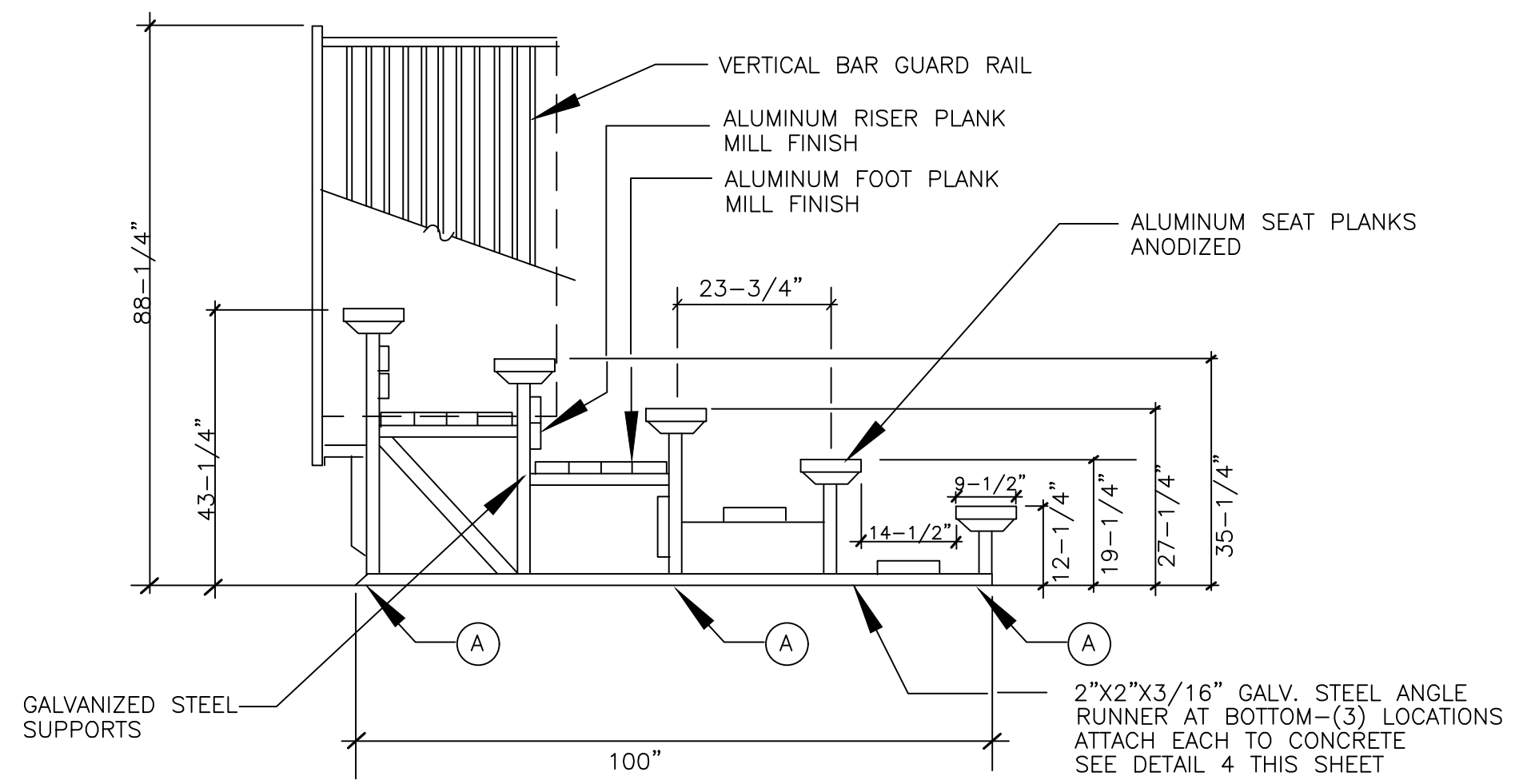
2 BLEACHER FOUNDATION LAYOUT - PLAN VIEW



SCALE 1"=1'-0"



SCALE 1"=1'-0"

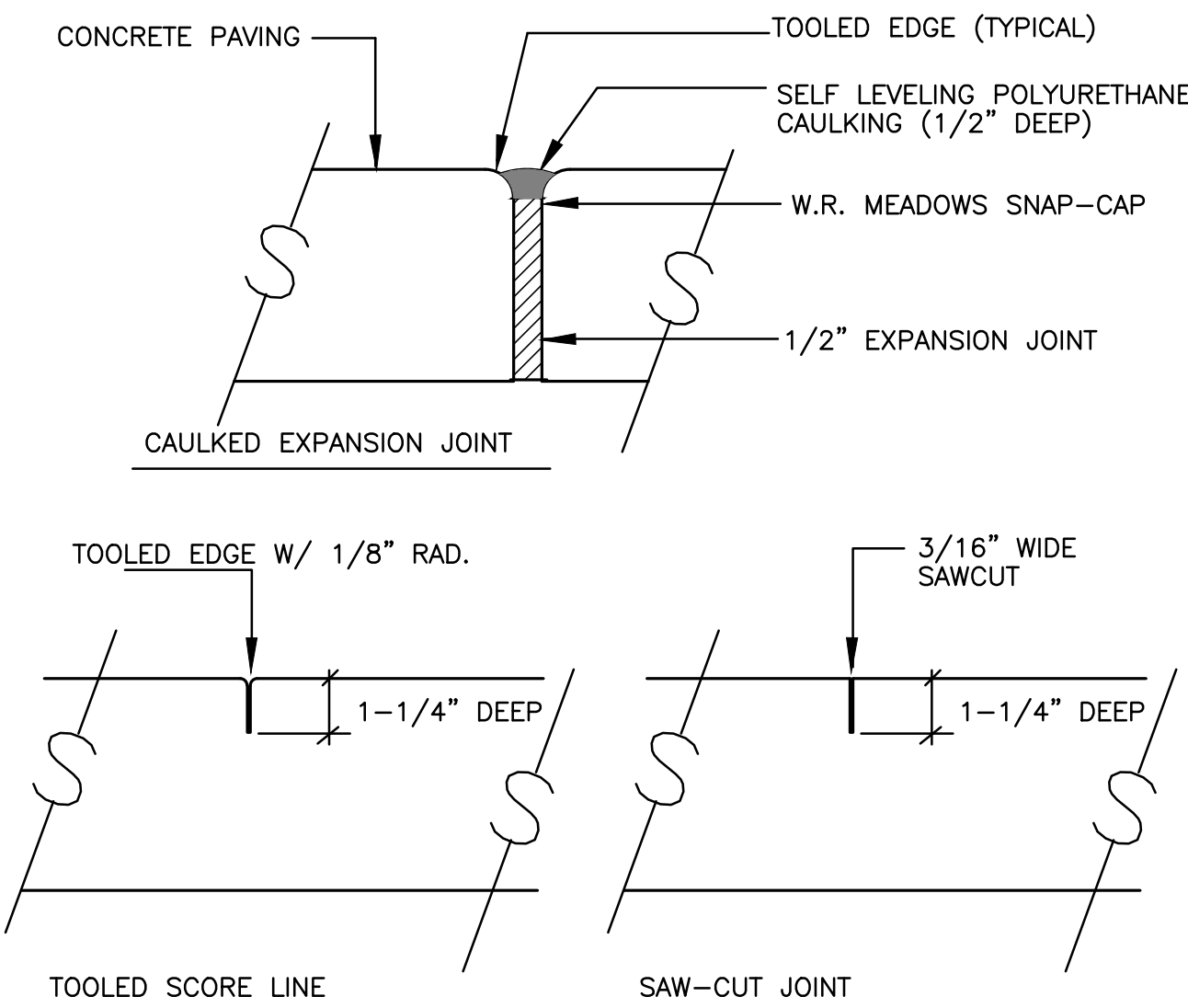


SCALE 1/2"=1'-0"

3 CONCRETE PAVING

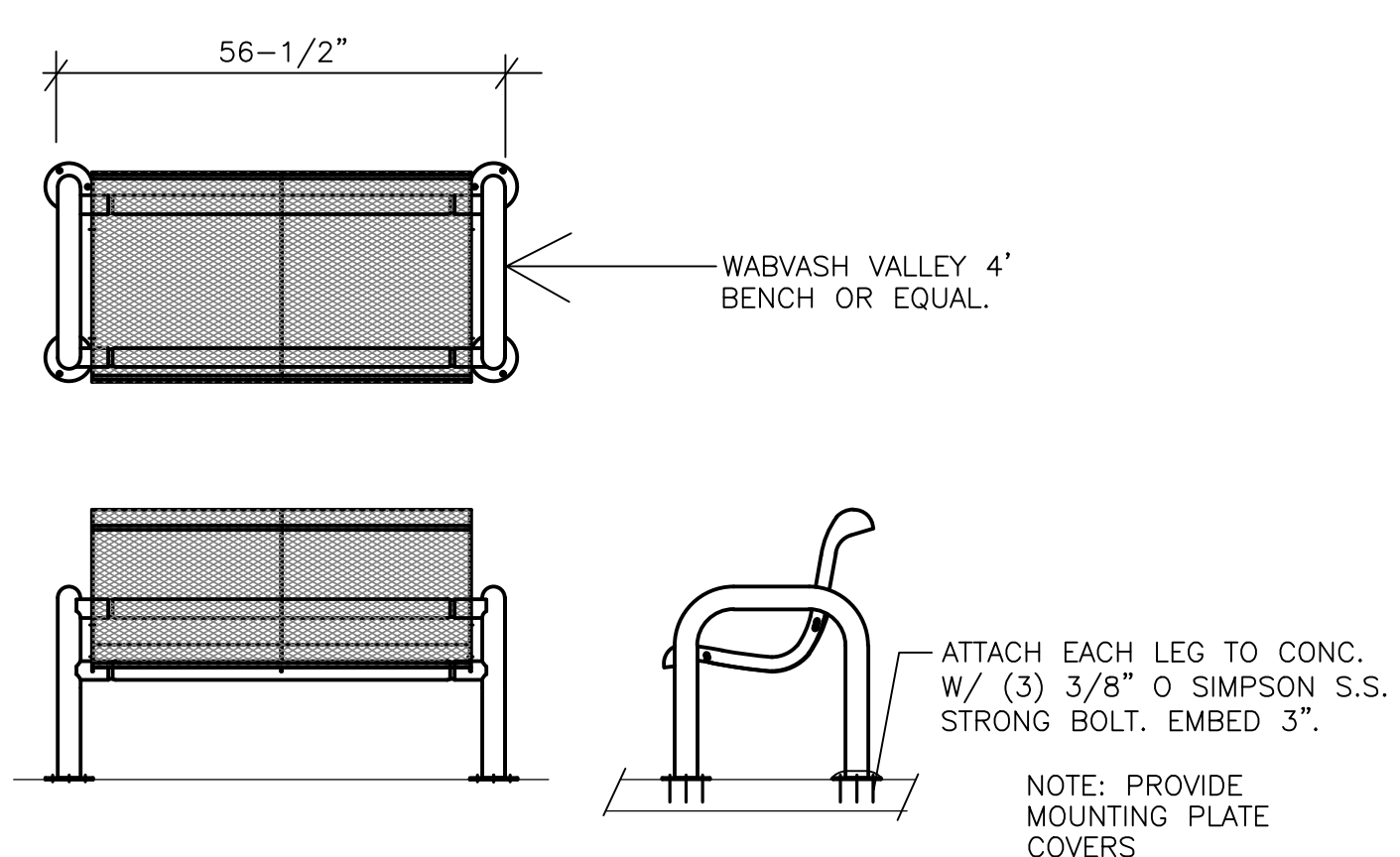
4 BLEACHER ATTACHMENT

5 BLEACHER ELEVATION



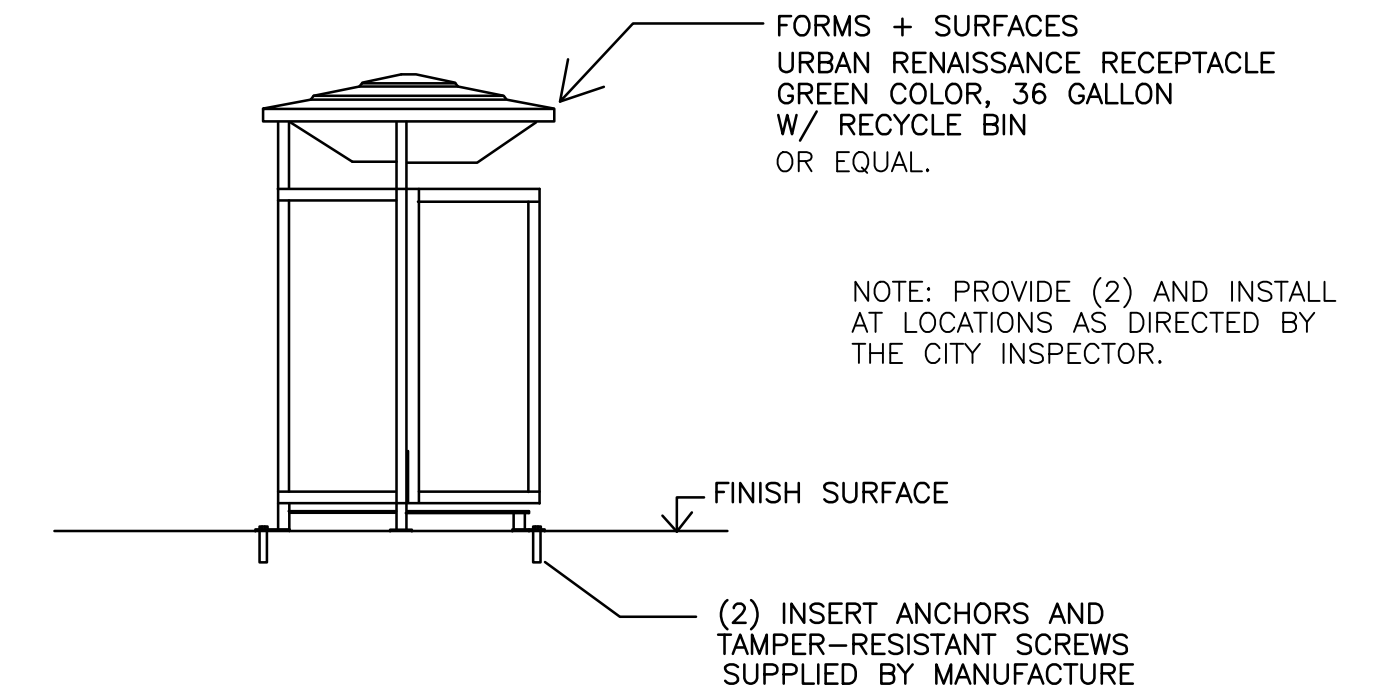
NTS

7 NOT USED



NTS

8 BENCH DETAIL



SCALE 1"=1'-0"

6 CONCRETE JOINTS

9 TRASH RECEPTACLE

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FREEDOM PARK

CAMARILLO, CA.

SHEET TITLE:

CONSTRUCTION DETAILS

JORDAN, GILBERT & BAIN

LANDSCAPE ARCHITECTS, INC.

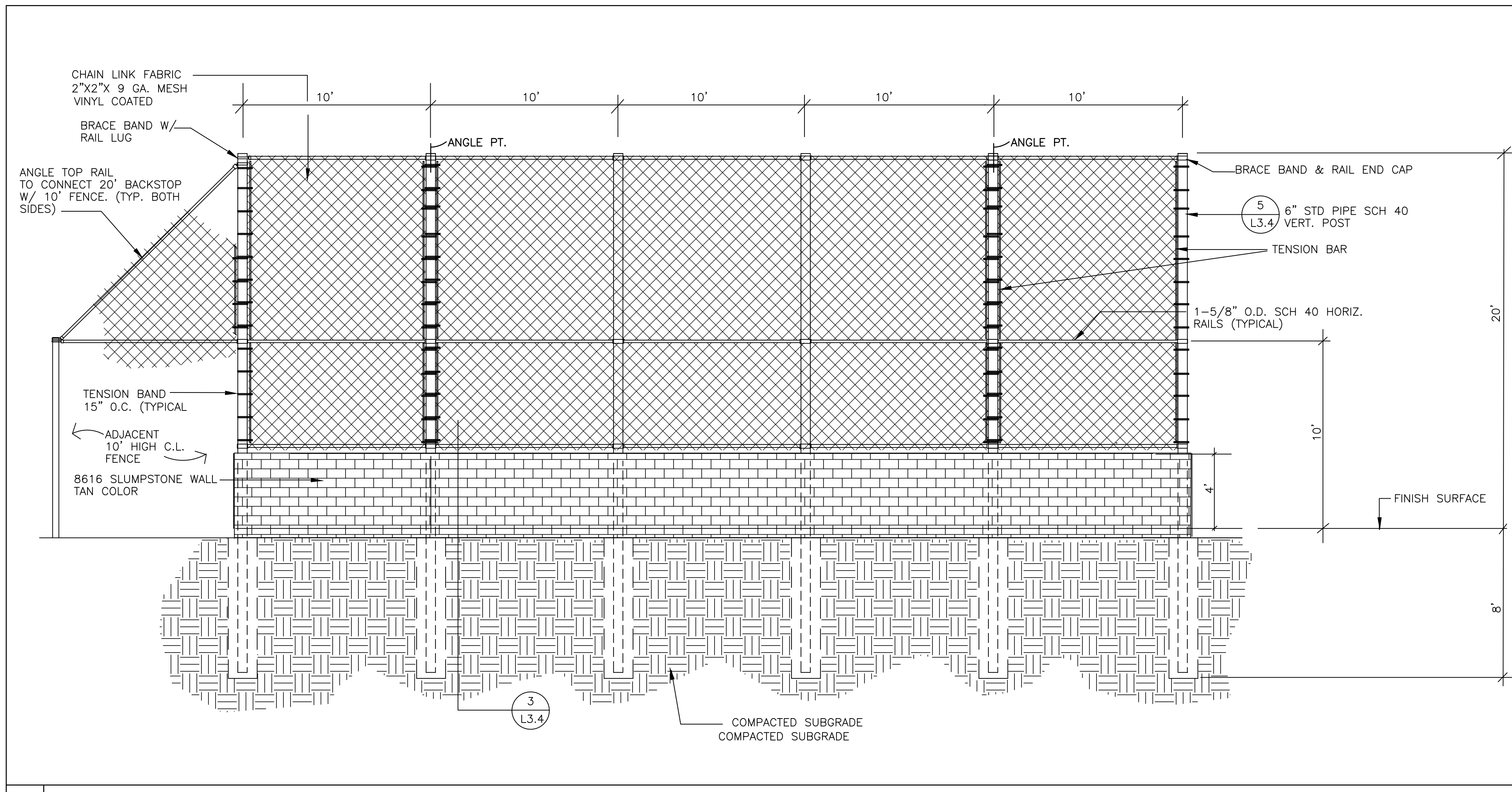
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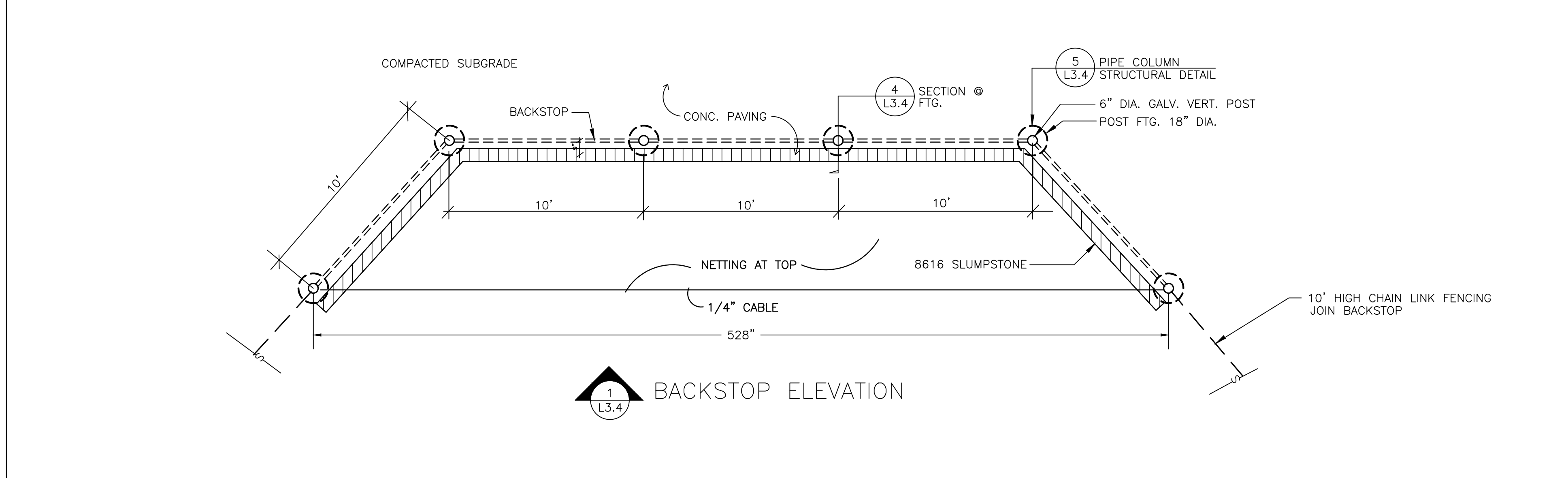
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CITY SUBMITTAL: 8-5-22	L3.3
BID DATE 10-12-22	SHEET 6 OF 14
CONSTRUCTION 10-12-22	PROJECT No. 20.16

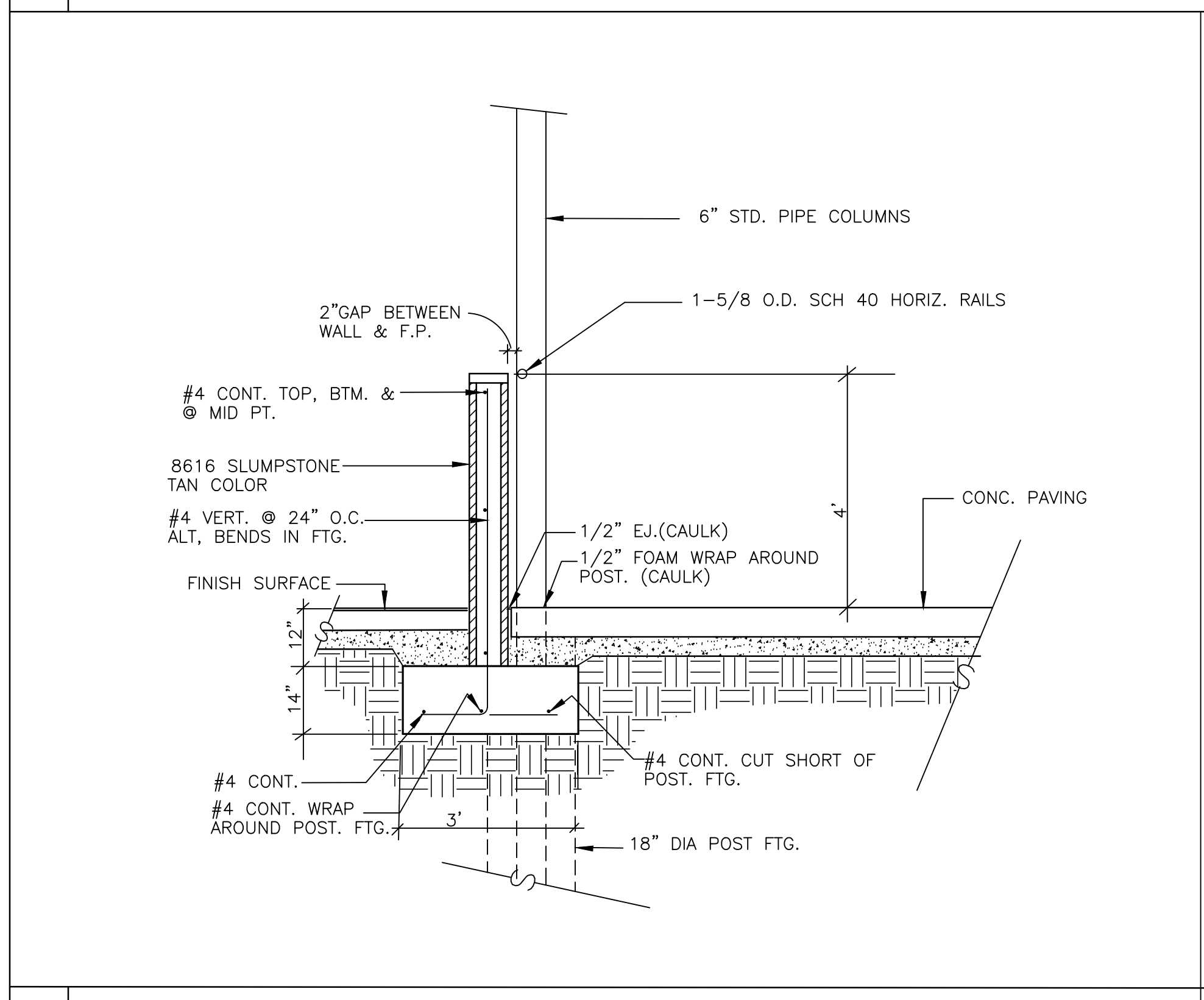




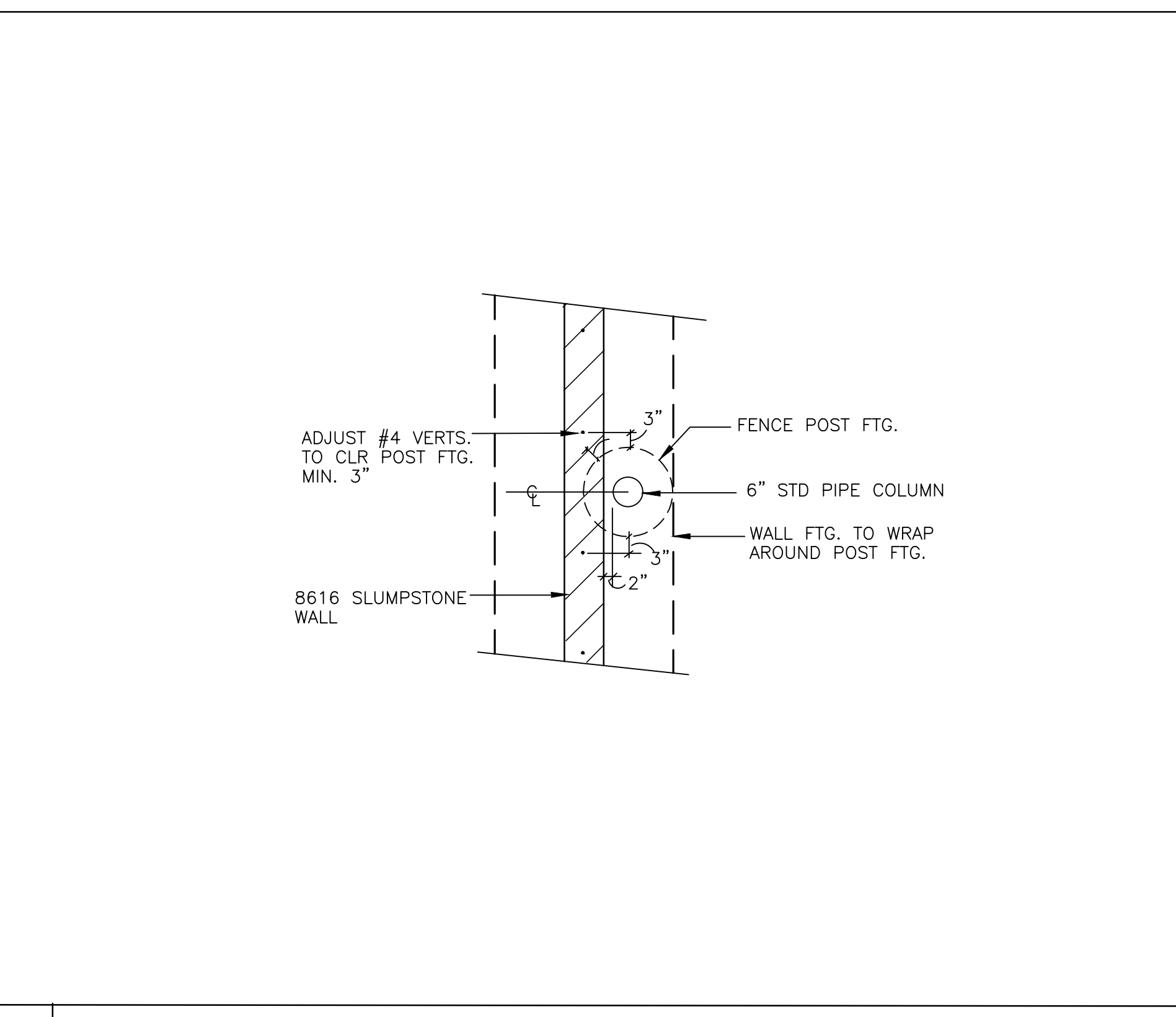
1 BACKSTOP - FRONT ELEVATION SCALE 1/4" = 1'-0"



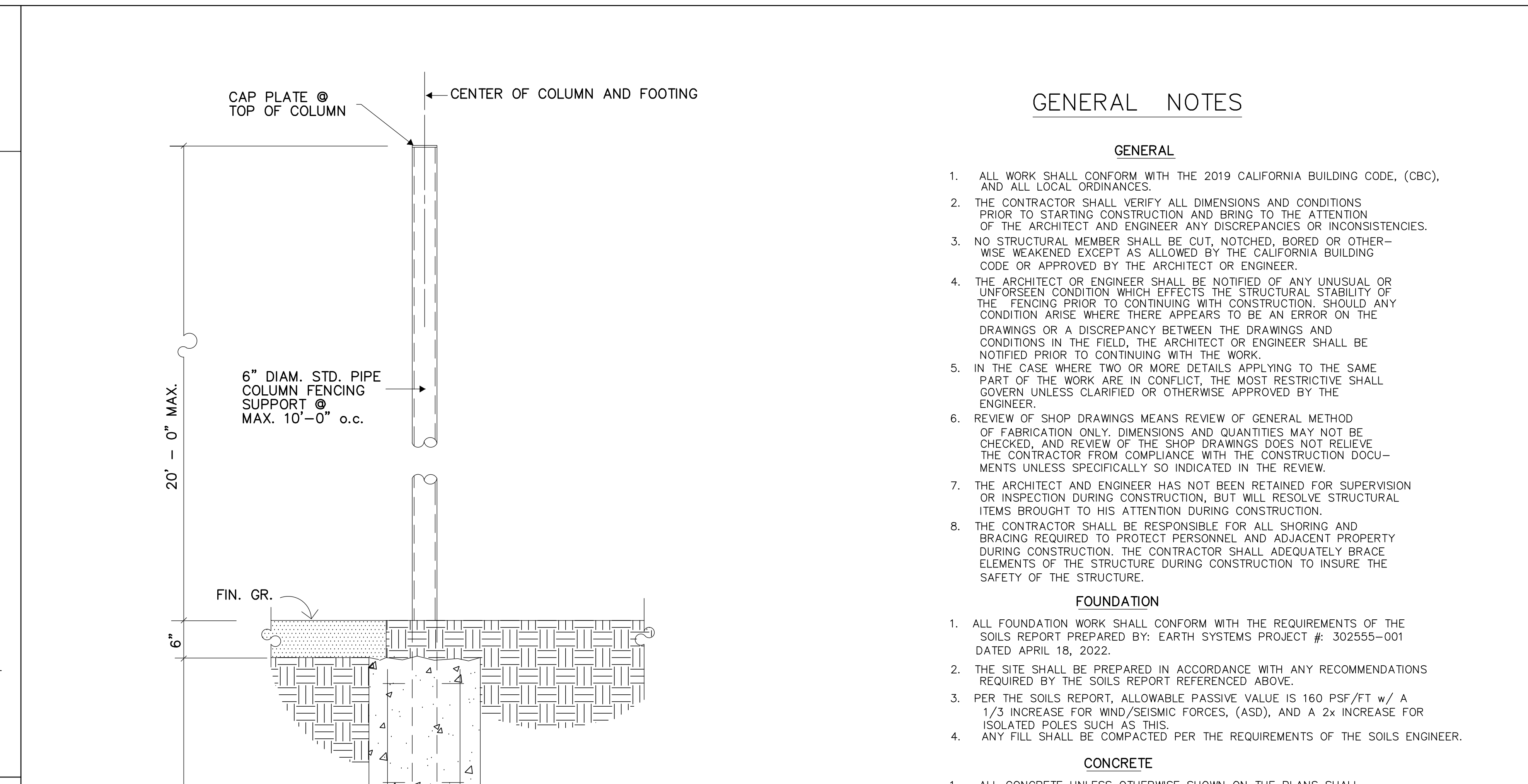
2 BACKSTOP - PLAN VIEW SCALE 1/4" = 1'-0"



3 SLUMPSTONE WALL SCALE 1/2" = 1'-0"



4 SLUMPSTONE WALL POST FTG. CONNECTION SCALE 1/2" = 1'-0"



5 20 FT. HIGH BACKSTOP DETAIL AS NOTED

GENERAL NOTES

GENERAL

- ALL WORK SHALL CONFORM WITH THE 2019 CALIFORNIA BUILDING CODE, (CBC), AND ALL LOCAL ORDINANCES.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO STARTING CONSTRUCTION AND BRING TO THE ATTENTION OF THE ARCHITECT AND ENGINEER ANY DISCREPANCIES OR INCONSISTENCIES.
- NO STRUCTURAL MEMBER SHALL BE CUT, NOTCHED, BORED OR OTHERWISE WEAKENED EXCEPT AS ALLOWED BY THE CALIFORNIA BUILDING CODE OR APPROVED BY THE ARCHITECT OR ENGINEER.
- THE ARCHITECT OR ENGINEER SHALL BE NOTIFIED OF ANY UNUSUAL OR UNFORSEEN CONDITION WHICH EFFECTS THE STRUCTURAL STABILITY OF THE FENCING PRIOR TO CONTINUING WITH CONSTRUCTION. SHOULD ANY CONDITION ARISE WHERE THERE APPEARS TO BE AN ERROR ON THE DRAWINGS OR A DISCREPANCY BETWEEN THE DRAWINGS AND CONDITIONS IN THE FIELD, THE ARCHITECT OR ENGINEER SHALL BE NOTIFIED PRIOR TO CONTINUING WITH THE WORK.
- IN THE CASE WHERE TWO OR MORE DETAILS APPLYING TO THE SAME PART OF THE WORK ARE IN CONFLICT, THE MOST RESTRICTIVE SHALL GOVERN UNLESS CLARIFIED OR OTHERWISE APPROVED BY THE ENGINEER.
- REVIEW OF SHOP DRAWINGS MEANS REVIEW OF GENERAL METHOD OF FABRICATION ONLY. DIMENSIONS AND QUANTITIES MAY NOT BE CHECKED, AND REVIEW OF THE SHOP DRAWINGS DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE CONSTRUCTION DOCUMENTS UNLESS SPECIFICALLY SO INDICATED IN THE REVIEW.
- THE ARCHITECT AND ENGINEER HAS NOT BEEN RETAINED FOR SUPERVISION OR INSPECTION DURING CONSTRUCTION, BUT WILL RESOLVE STRUCTURAL ITEMS BROUGHT TO HIS ATTENTION DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING AND BRACING REQUIRED TO PROTECT PERSONNEL AND ADJACENT PROPERTY DURING CONSTRUCTION. THE CONTRACTOR SHALL ADEQUATELY BRACE ELEMENTS OF THE STRUCTURE DURING CONSTRUCTION TO INSURE THE SAFETY OF THE STRUCTURE.

FOUNDATION

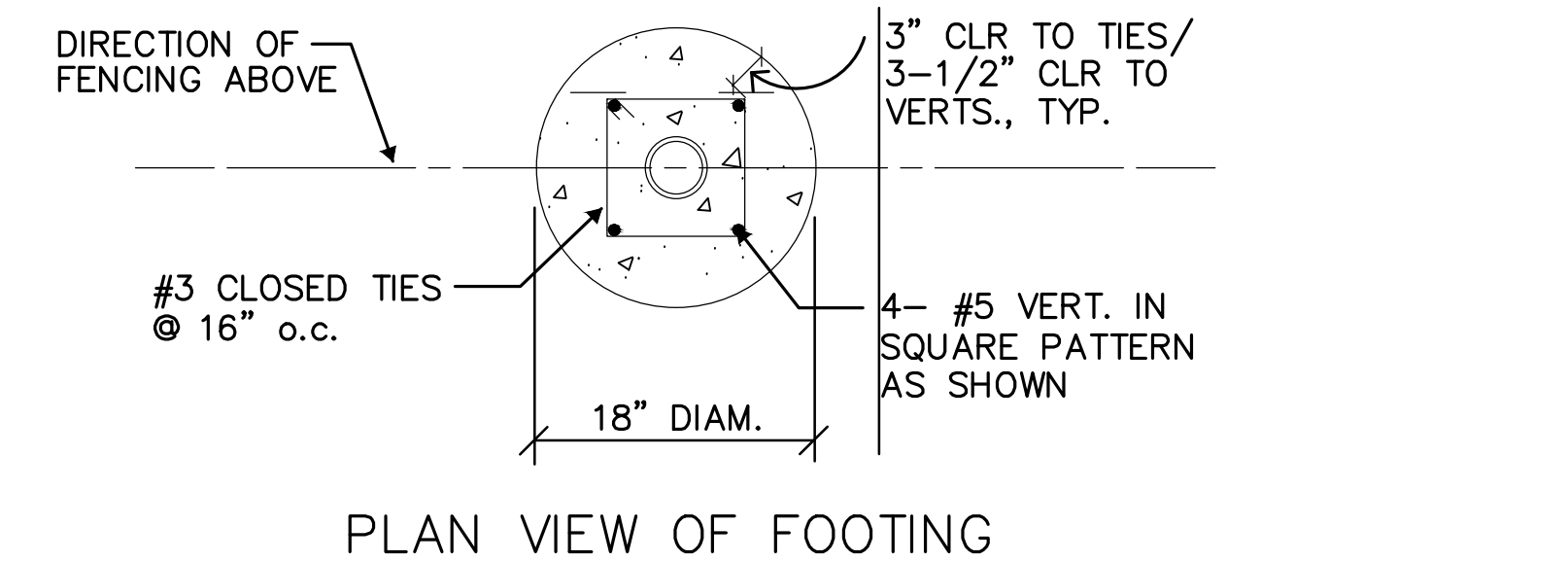
- ALL FOUNDATION WORK SHALL CONFORM WITH THE REQUIREMENTS OF THE SOILS REPORT PREPARED BY: EARTH SYSTEMS PROJECT # 302555-001 DATED APRIL 18, 2022.
- THE SITE SHALL BE PREPARED IN ACCORDANCE WITH ANY RECOMMENDATIONS REQUIRED BY THE SOILS REPORT REFERENCED ABOVE.
- PER THE SOILS REPORT, ALLOWABLE PASSIVE VALUE IS 160 PSF/FT W/ A 1/3 INCREASE FOR WIND/SEISMIC FORCES, (ASD), AND A 2x INCREASE FOR ISOLATED POLES SUCH AS THIS. ANY FILL SHALL BE COMPACTED PER THE REQUIREMENTS OF THE SOILS ENGINEER.

CONCRETE

- ALL CONCRETE UNLESS OTHERWISE SHOWN ON THE PLANS SHALL BE HARDROCK CONFORMING TO ASTM C-94 WITH A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF  $F_c = 2,500$  PSI.
- AGGREGATE FOR THE CONCRETE SHALL CONFORM TO ASTM C-33, INCLUDING APPENDIX "X1".
- THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS FOR MIXING, PLACING, FINISHING, CURING, AND PROTECTING CONCRETE DURING UNFAVORABLE WEATHER CONDITIONS.
- ALL REINFORCING STEEL SHALL BE NEW STOCK DEFORMED BARS CONFORMING TO ASTM A-615, GRADE 60 EXCEPT #3 BARS MAY BE GRADE 40. ALL WELDED REINFORCING STEEL SHALL BE ASTM-A706. ALL BARS SHALL BE FREE OF RUST, GREASE, MILL SCALE OR ANY OTHER MATERIALS WHICH MIGHT AFFECT ITS BOND TO THE CONCRETE. ALL BAR BENDS SHALL BE MADE COLD.
- PROVIDE 3/4" CHAMFER ON ALL EXPOSED CORNERS.
- FOR THE DETAILS SHOWN ON THESE PLANS, ALL REINFORCING BARS SHALL BE FULL LENGTH WITHOUT SPICES UNLESS APPROVED BY THE ENGINEER.
- REINFORCING BARS SHALL HAVE THE FOLLOWING CONCRETE COVER, (UNLESS NOTED OTHERWISE IN DETAILS):  
 CONCRETE POURED AGAINST EARTH.....3 INCHES  
 CONCRETE BEAMS AND COLUMNS.....2 INCHES  
 CONCRETE SLABS ABOVE GRADE.....1 INCH
- DRYPACK SHALL BE MIXED IN THE PROPORTIONS OF 1 PART PORTLAND CEMENT TO 2-1/2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A STIFF MIX. DRYPACK SHALL BE THOROUGHLY TAMPED INTO PLACE TO ENSURE A DENSE FINISH, FREE OF VOIDS.
- THE SLUMP OF THE CONCRETE SHALL BE THE MINIMUM THAT IS PRACTICABLE AND USED TO CONSOLIDATE THE CONCRETE. THE SLUMP SHALL NOT EXCEED 4 INCHES, OTHERWISE THE SLUMP SHALL NOT EXCEED 6 INCHES.
- ALL CONCRETE SHALL BE ADEQUATELY CONSOLIDATED DURING PLACEMENT AND ALL REINFORCING STEEL AND EMBEDDED ITEMS SHALL BE SECURELY TIED IN PLACE TO PREVENT DISPLACEMENT DURING CONCRETE PLACEMENT.
- EXCEPT WHERE INDICATED OTHERWISE, ALL REINFORCING STEEL SHALL BE BENT AND PLACED IN ACCORDANCE WITH THE "CODE OF STANDARD PRACTICE AND THE SPECIFICATIONS FOR PLACING REINFORCING STEEL" OF THE CONCRETE REINFORCING STEEL INSTITUTE.

STRUCTURAL STEEL

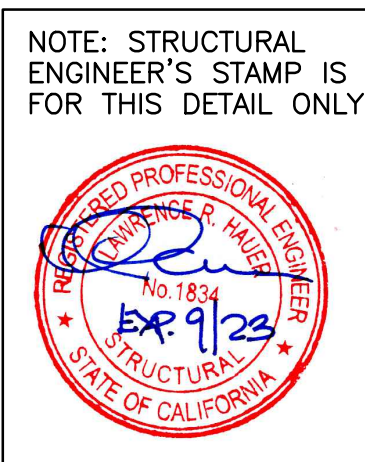
- ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A-36 EXCEPT FOR PIPE SECTIONS- SEE NOTE "2" BELOW FOR PIPES.
- STEEL PIPE SHALL CONFORM TO ASTM A-53, GRADE "B", ( $F_y=36$  KSI).
- ALL WELDING SHALL BE PERFORMED WITH E70XX ELECTRODES CONFORMING TO AWS D1.1, LATEST EDITION, PROVIDE BACKING PLATES AS REQUIRED FOR FULL PENETRATION WELDS.
- STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE "SPECIFICATIONS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS BY THE A.I.S.C., LATEST EDITION.
- ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS IN THE SHOP OF A FABRICATOR APPROVED BY THE LOCAL BUILDING DEPARTMENT FOR WELDING IN THE SHOP. FOR SHOPS NOT APPROVED, WELDING SHALL BE CONTINUOUSLY INSPECTED BY A LICENSED DEPUTY INSPECTOR PER SECTION 1704.2 OF THE CBC.
- CONTINUOUS INSPECTION BY A LICENSED DEPUTY INSPECTOR IS REQUIRED FOR ALL FIELD WELDING PER SEC. 1704.3 OF THE CBC, EXCEPT MINOR ITEMS WHEN APPROVED BY THE ENGINEER AND BUILDING INSPECTOR.
- ALL STEEL SHAPES SHALL BE HOT DIPPED GALVANIZED PER ASTM 123/A123M-09 EXCEPT FOR UNEXPOSED MEMBERS AS INDICATED IN DETAILS.
- BOLT HOLES SHALL BE 1/16 INCH LARGER THAN BOLT DIAMETER UNLESS SLOTTED HOLES ARE INDICATED IN DETAILS. BOLT HOLES SHALL BE PUNCHED OR DRILLED, BURNED HOLES ARE NOT PERMITTED.
- BOLT HEADS OR NUTS BEARING ON SLOPING SURFACES SHALL BE EQUIPPED WITH BEVELED WASHERS.
- MACHINE BOLTS SHALL CONFORM TO ASTM A-307 AND ANCHOR BOLTS TO ASTM A 1554 UNLESS OTHERWISE NOTED ON PLANS.



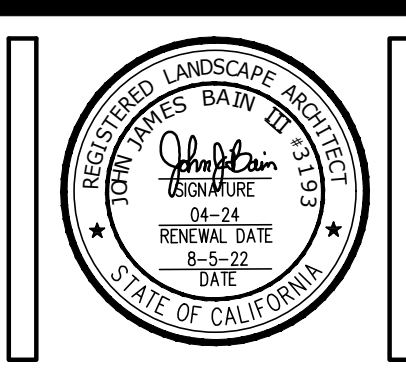
PLAN VIEW OF FOOTING

FENCING MATERIAL SHALL BE OPEN "CYCLONE FENCING w/ A 9 GA. WIRE x 2" SQUARE PATTERN

\* SIGNAGE FOR A VERTICAL DISTANCE OF 6'-0" MAX. MAY BE PLACED ANYWHERE ON THE FENCING w/ OPEN FENCING ENTIRELY ABOVE AND BELOW SIGNAGE. (BACKSTOP EXCLUDED).



UNDERGROUND SERVICE ALERT  
CALL BEFORE YOU DIG  
CALL TOLL FREE 1-800-227-2600  
TWO WORKING DAYS BEFORE YOU DIG



NO.	DATE	BY	DESCRIPTION

CLIENT  
**MIRACLE LEAGUE OF THE 805**  
2310 PONDEROSA DRIVE  
SUITE 21  
CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
FREEDOM PARK  
CAMARILLO, CA.

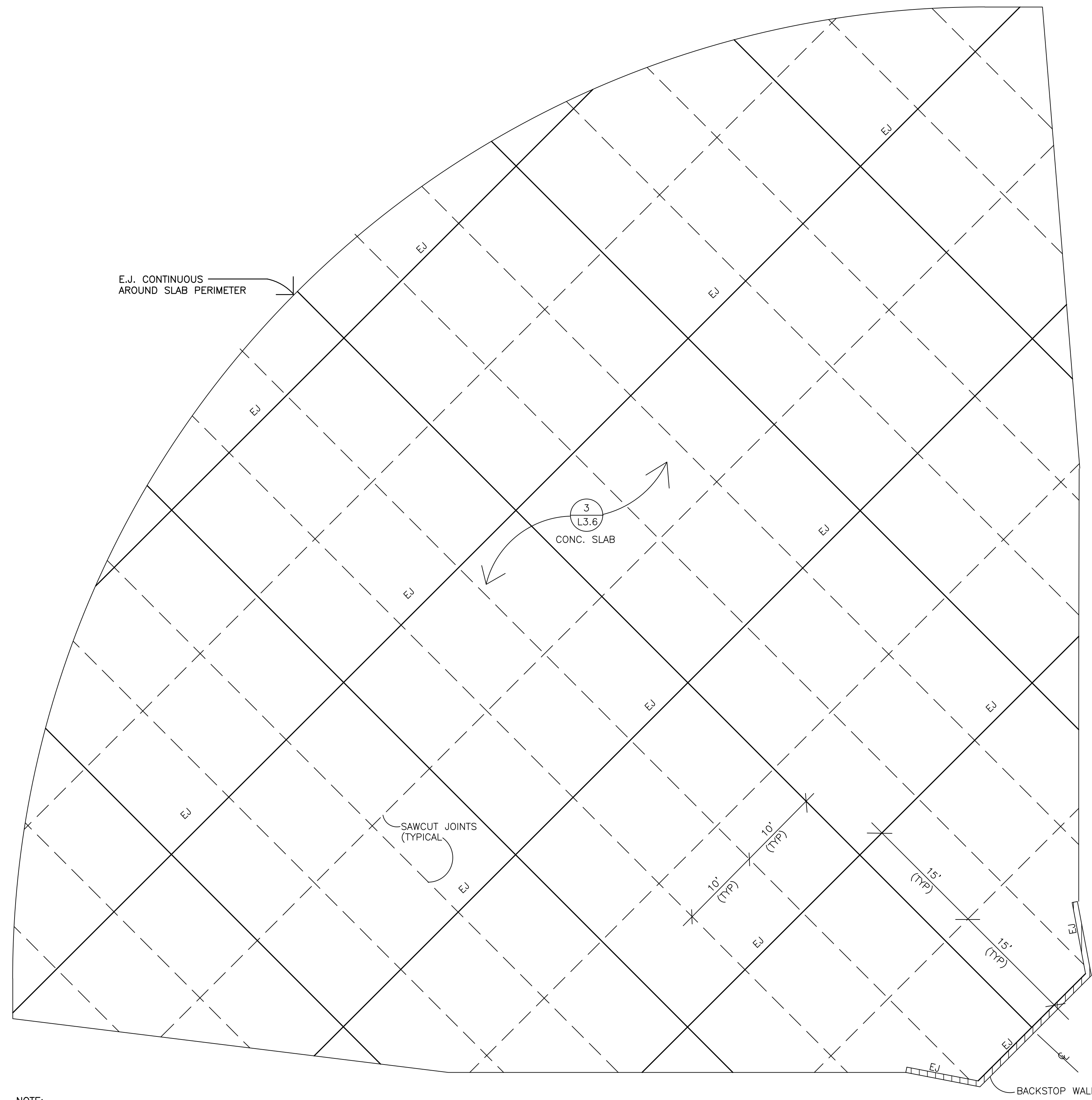
SHEET TITLE:  
**CONSTRUCTION DETAILS**

**JORDAN, GILBERT & BAIN**  
LANDSCAPE ARCHITECTS, INC.  
459 NORTH VENTURA AVE., VENTURA CA 93001  
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**L3.4**  
SHEET 7 OF 14  
PROJECT No. 20.16  
176/570







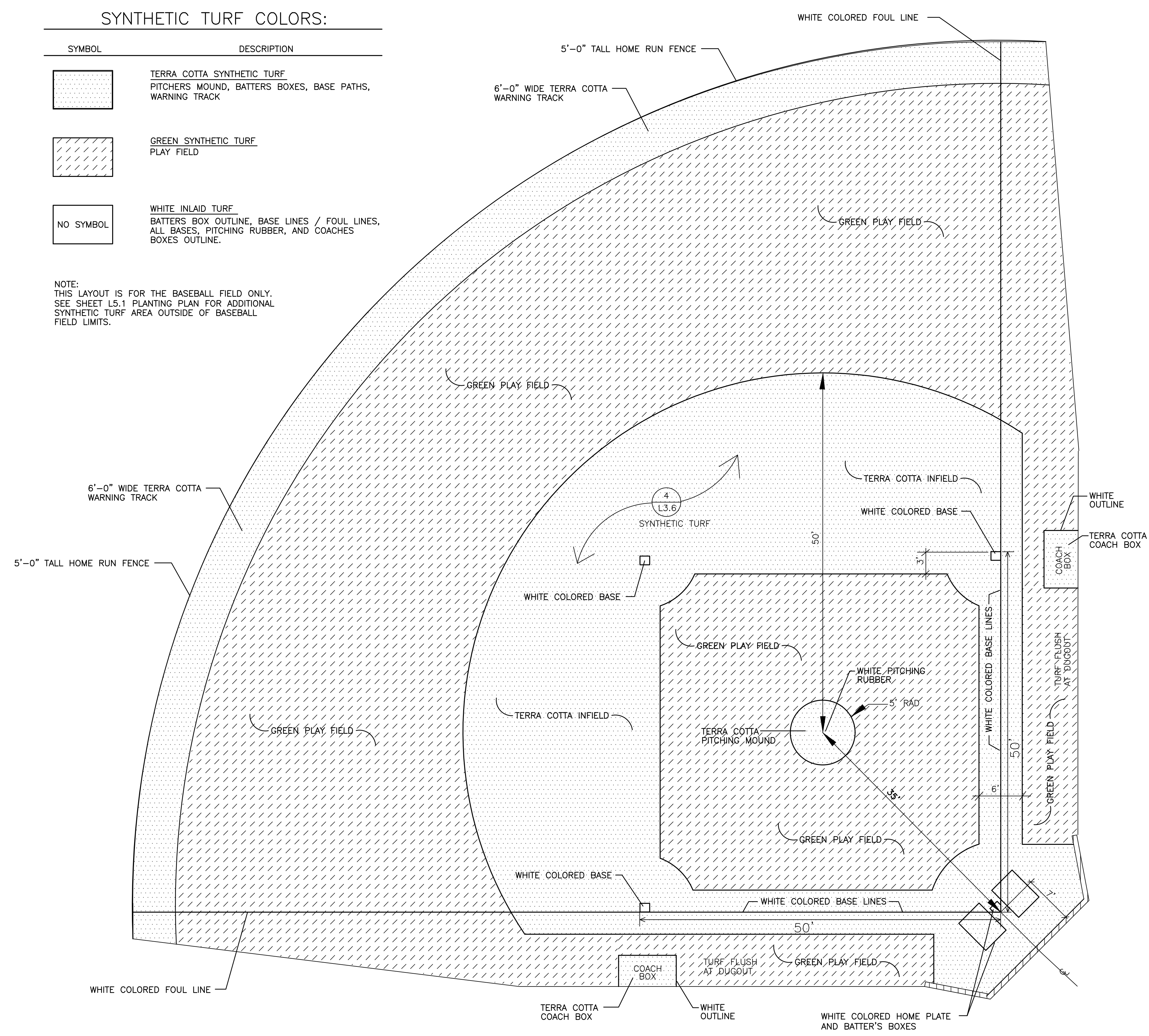
NOTE:  
THIS LAYOUT IS FOR THE BASEBALL FIELD ONLY.  
SEE SHEET L2.2 STAKING PLAN FOR ENTIRE SCOPE  
OF CONCRETE SLAB AND SIDEWALK WORK REQUIRED  
FOR THIS PROJECT.

1 BASEBALL FIELD SLAB LAYOUT SCALE 1/8"=1'-0"

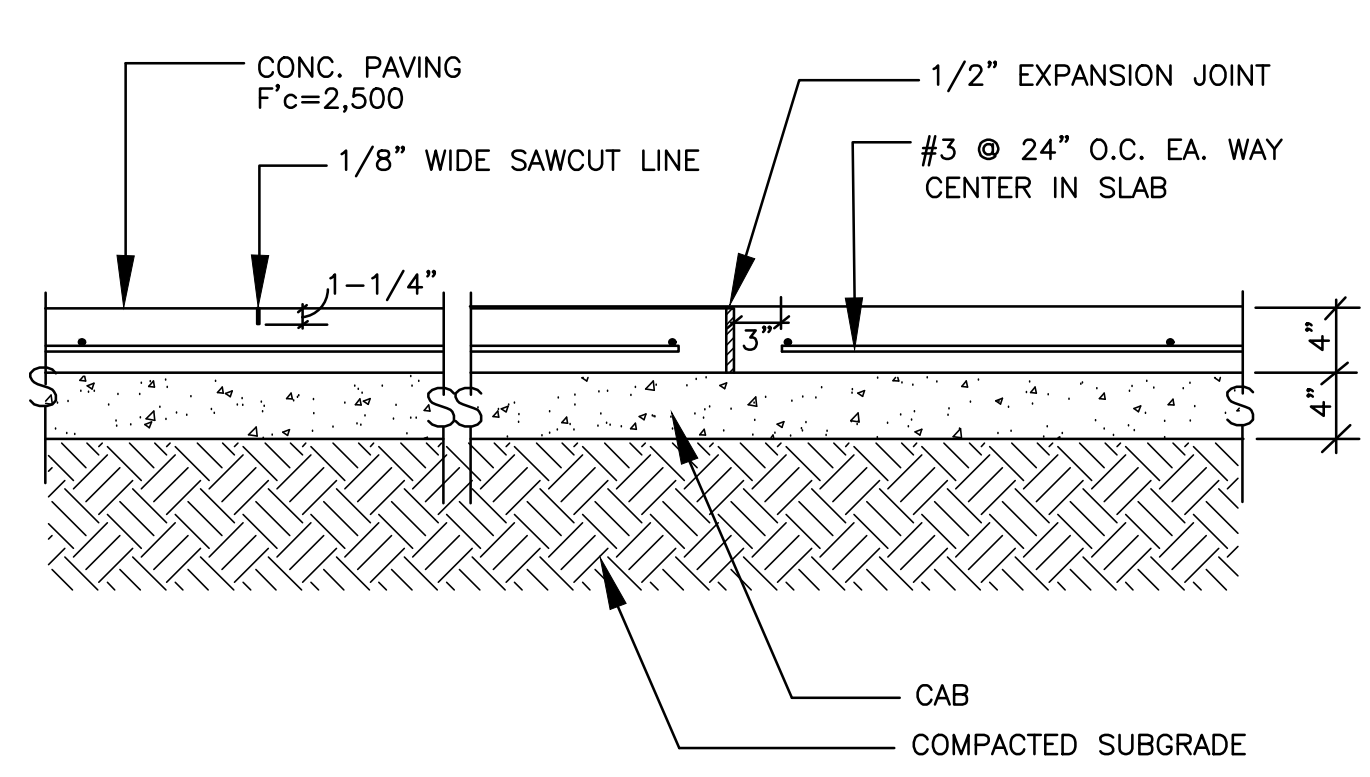
**SYNTHETIC TURF COLORS:**

SYMBOL	DESCRIPTION
	TERRA COTTA SYNTHETIC TURF PITCHERS MOUND, BATTERS BOXES, BASE PATHS, WARNING TRACK
	GREEN SYNTHETIC TURF PLAY FIELD
NO SYMBOL	WHITE INLAID TURF BATTERS BOX OUTLINE, BASE LINES / FOUL LINES, ALL BASES, PITCHING RUBBER, AND COACHES BOXES OUTLINE.

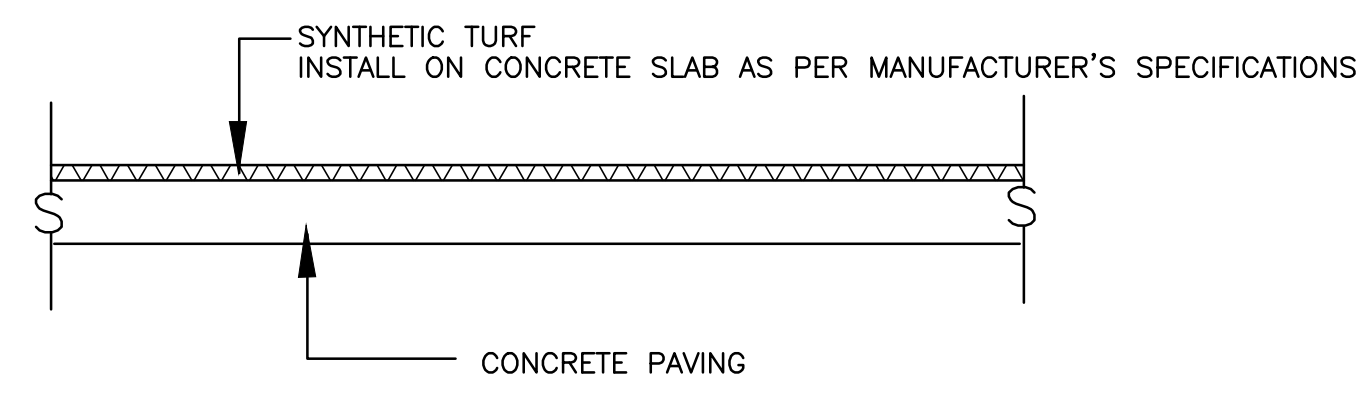
NOTE:  
THIS LAYOUT IS FOR THE BASEBALL FIELD ONLY.  
SEE SHEET L5.1 PLANTING PLAN FOR ADDITIONAL  
SYNTHETIC TURF AREA OUTSIDE OF BASEBALL  
FIELD LIMITS.



2 SYNTHETIC TURF BASEBALL FIELD LAYOUT SCALE 1/8"=1'-0"

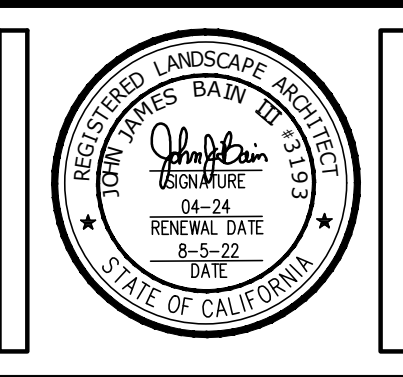
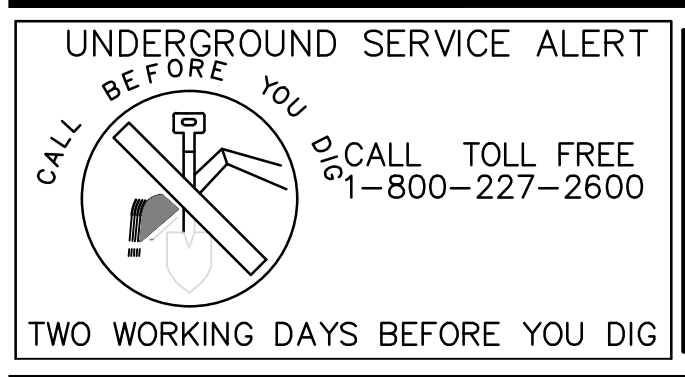


3 BASEBALL FIELD WITH SYNTHETIC TURF SLAB SECTION SCALE 1" = 1'-0"



4 SYNTHETIC TURF ON CONCRETE SLAB SCALE 1" = 1'-0"

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**REVISIONS**

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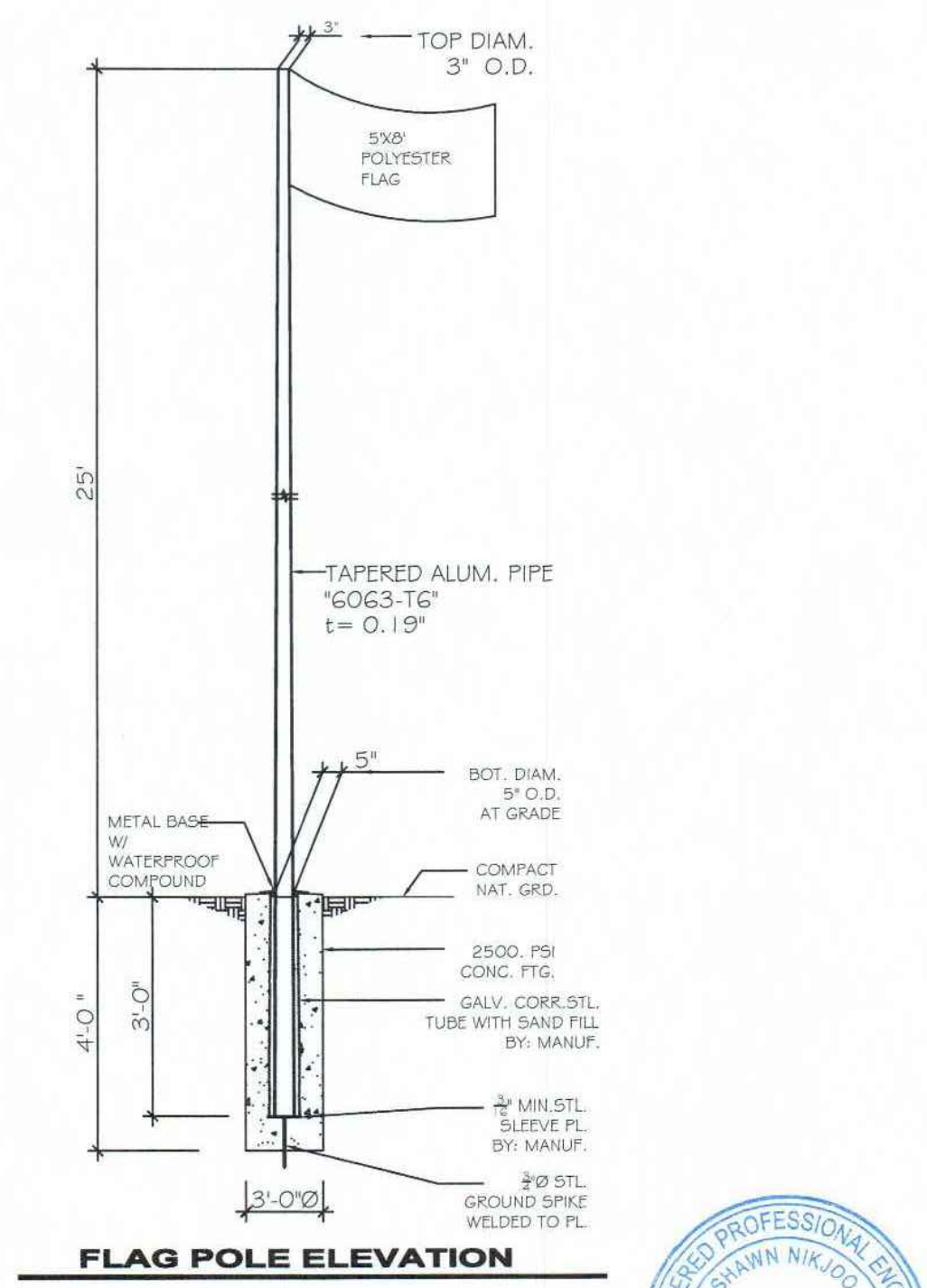
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BID DATE: 10-12-22  
CONSTRUCTION: 10-12-22

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**L3.6**  
SHEET 9 OF 14  
PROJECT No. 20.16  
178/570





FLAG POLE ELEVATION



GENERAL NOTES:  
 1. CONTRACTOR TO VERIFY ALL DIMENSIONS AND DIRECTIONS & NOTIFY ENGINEER OF RECORD WITH ANY DISCREPANCIES.  
 2. ALL WORK SHALL CONFORM WITH 2019 EDITION OF CBC & 2018 EDITION OF IBC.  
 3. ENGINEER IS RESPONSIBLE ONLY FOR THE STRUCTURAL INTEGRITY OF THIS PROJECT. ANY ALTERATION WILL VOID THESE PLANS.

CONCRETE:  
 1. CONCRETE TO HAVE MIN. ULTIMATE COMPRESSIVE STRENGTH OF 3000 PSI.  
 2. 28 DAY STRENGTH SHALL BE PROVED AGAINST UNDESIGNED SOILS (NO FORMS).  
 3. AGGREGATE FOR HARD ROCK CONCRETE SHALL CONFORM TO ASTM C-33 WITH MAX. SIZE OF # 3 COARSE AGGREGATE.  
 4. CONCRETE MIXING SHALL CONFORM TO ASTM C-94.  
 5. REINFORCING STEEL SHALL CONFORM WITH ASTM A-615, GRADE 60, DEFORMED.

FOUNDATION:  
 1. ALLOWABLE SOIL BEARING CAPACITY, 1000 PSF ASSUMED.  
 2. SOIL TYPE, ASSUMED SAND, SILTY SAND, CLAYEY SAND, SILTY GRAVEL & CLAYEY GRAVEL, ALLOWABLE LATERAL BEARING PRESSURE, 150 LBS/S.F./FT.

STRUCTURAL STEEL:  
 1. STRUCTURAL PLATES AND SHAPES SHALL CONFORM TO ASTM A572.  
 2. ALL BOLTS SHALL CONFORM TO ASTM A572, U.S.D.  
 3. FABRICATION, ERECTION AND PAINTING OF STRUCTURAL STEEL SHALL CONFORM TO AISC AND AIAA, FOURTEENTH EDITION.  
 4. ALL STEEL LESS THAN 1/2" THICK SHALL BE HOT-DIPPED GALVANIZED.  
 5. ALL STEEL SECTIONS IMMERSED IN CONCRETE SHALL BE UNPAINTED.

WELDING:  
 1. WELDING SHALL CONFORM TO "AISC", "AWS", AND "AWI" SPECIFICATIONS.  
 2. WELDING SHALL BE PERFORMED BY CERTIFIED WELDER FOR "AWS" D1.1.  
 3. WELDING ELECTRODES SHALL BE E70XX FOR "AWS".  
 4. JOINT WELDING BY APPROVED FABRICATOR.  
 5. WELDING INSPECTION REQUIRED FOR ALL FIELD WELDING.  
 6. MINIMUM SIZE OF FILLER WELD WHEN NOT SPECIFIED SHALL BE PER TABLE 2.2 OF "AWS" SPECIFICATION.

STRUCTURAL ALUMINUM:  
 1. STRUCTURAL ALUM. SHALL BE 6063-T6, F60-1000, PSI.  
 2. FORTWYER COATING OF ALUMINUM ALLOYS SHALL NOT BE PERMITTED.  
 3. FASTENERS: BOLTS AND OTHER FASTENERS SHALL BE ALUMINUM, STAINLESS STEEL OR GALVANIZED, HOT-DIP GALVANIZED OR ELECTRO-GALVANIZED STEEL. DOUBLE GALVANIZED "AN" STEEL BOLTS MAY ALSO BE USED.  
 4. "DISCREPANT MATERIALS": WHERE ALUMINUM ALLOY PARTS ARE IN CONTACT WITH OTHER METALS, OTHER THAN STAINLESS, ALUMINIZED OR GALVANIZED STEEL, THE CONTACT SURFACES SHALL BE PAINTED OR OTHERWISE PROTECTED TO PREVENT GALVANIC CORROSION.  
 5. WELDING: ALUMINUM PARTS SHALL BE WELDED WITH AN INERT GAS (MIG) WELDING PROCESS. THE WELDING PROCESS SHALL BE APPROVED BY THE ENGINEER.  
 6. WELDING OF ALUMINUM SHALL BE PERFORMED BY WELDERS QUALIFIED FOR ALUMINUM WELDING.

DESIGN WIND LOAD:  
 1. DESIGN ULTIMATE WIND SPEED: 110 MPH  
 2. WIND LOAD ON FLAG, PER "MANNING" STANDARD.

SOILS REPORT BY:  
 EARTH SYSTEMS  
 ALLOW B.S.P. (NOT GIVEN) 1000 PSF ASSUMED  
 ALLOW PAVEMENT: 150 PSF (100 PSF USED FOR CALCULATIONS)



SCALE: 1" = 1'-0"

1 FLAG POLE

GENERAL NOTES

MASONRY

- ALL CONCRETE BLOCKS SHALL BE GRADE "N" MEDIUM WEIGHT UNITS CONFORMING TO ASTM C-90, AND SHALL HAVE A NET AREA COMPRESSIVE STRENGTH OF 2,000 PSI USING TYPE "S" MORTAR PER SECTION 2103.2.1 OF THE CBC.
- REINFORCING STEEL FOR MASONRY WORK SHALL BE DEFORMED AND SHALL CONFORM TO ASTM A-615, GRADE 60, EXCEPT FOR WELDED REINFORCING STEEL WHICH SHALL BE ASTM A-706. ALL REINFORCING STEEL SHALL BE POSITIONED AS INDICATED ON THE PLANS. LAP SPLICES OF REINFORCING STEEL IN MASONRY SHALL BE 48 BAR DIAM. WITH A MINIMUM OF 18 INCHES, WHICHEVER IS GREATER UNLESS OTHERWISE INDICATED IN DETAILS. WHEN ADJACENT SPLICES ARE SEPARATED BY 3' OR LESS (I.E. 2 BARS IN 8" O.D.), THE LAP LENGTH SHALL BE INCREASED TO 60 BAR DIAM. UNLESS THE LAP SPLICES ARE STAGGERED AT LEAST 24 BAR DIAM. OR SPECIFIC LAP LENGTHS ARE SHOWN ELSEWHERE ON PLANS.
- ALL MASONRY WORK SHALL CONFORM TO CHAPTER 21 OF THE 2019 CALIFORNIA BUILDING CODE.
- MORTAR PROPORTIONS SHALL CONFORM TO CBC SECTION 2103.2.1 AND TABLE SC-1/ASTM C270 OF TMS 602-11/ACI 530, TYPE "S".
- GROUT SHALL CONFORM TO SECTION 2103.3 OF THE CBC AND TMS602/ACI 530 AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 2,000 PSI. GROUT SHALL BE PROPERLY CONSOLIDATED BY MEANS OF MECHANICAL VIBRATORS. ALL REINFORCING STEEL AND EMBEDDED ITEMS SHALL BE PROPERLY SECURED IN POSITION PRIOR TO GROUTING.
- PROVIDE VERTICAL DOWELS WITH STANDARD HOOKS AT BOTTOM FROM ALL FOOTINGS WITH SIZE AND SPACING TO MATCH VERTICAL MASONRY REINFORCING, UNLESS OTHERWISE NOTED ON PLANS.
- PROVIDE 2-#5 VERTICAL, FULL HEIGHT, AT SIDES OF ALL OPENINGS. ENDS OF ALL WALLS, AND CORNERS, UNLESS OTHERWISE NOTED.
- PROVIDE 2-#5 AT BOTTOM OF ALL LINTELS W/ A MIN. OF 24 INCH EXTENSION PAST SIDE OF OPENING, UNLESS OTHERWISE NOTED ON PLANS OR DETAILS. USE 2-#4 CONT. HORIZ. @ TOP OF ALL SILLS.
- VERTICAL REINFORCING SHALL BE LOCATED AT THE CENTER OF THE WALL UNLESS OTHERWISE NOTED IN DETAILS AND SHALL BE HELD IN POSITION AT INTERVALS NOT EXCEEDING 8'-0".
- ALL HORIZONTAL STEEL SHALL BE IN LINTEL OR CHANNEL BLOCKS.
- UNLESS OTHERWISE INDICATED ALL EXTERIOR JOINTS SHALL BE 3/8" TOOLED CONCAVE, AND INTERIOR JOINTS SHALL BE STRUCK FLUSH AND SACKED.
- NO PIPING OTHER THAN CONDUIT SHALL BE EMBEDDED IN THE MASONRY UNLESS APPROVED BY THE ENGINEER.
- MASONRY UNITS SHALL BE LAID IN A "RUNNING" BOND. "STACK" BOND SHALL BE USED ONLY WITH THE APPROVAL OF THE ENGINEER.

DESIGN LOADS/CALCULATIONS:

CBC 1603.1.4 WIND DESIGN DATA	
BASIC WIND SPEED (3 MILE GUST).....	92 mph
WIND IMPORTANCE FACTOR.....	1.0
WIND EXPOSURE FACTOR.....	1.0
INTERNAL PRESSURE COEFFICIENT.....	0.18
CBC 1603.1.5 EARTHQUAKE DESIGN DATA	
SEISMIC IMPORTANCE FACTOR.....	1.0
OCCUPANCY CATEGORY.....	I
SHORT PERIOD SPECTRAL RESPONSE, S <sub>s</sub> .....	1.69 g
SITE CLASS.....	D-DEFAULT
S <sub>s</sub> .....	135 g
SEISMIC DESIGN CATEGORY.....	E
BASIC SEISMIC FORCE RESISTING SYSTEM.....	CANTILEVERED PIERS
DESIGN BASE SHEAR, (ASD): 0.77 W (0.108/1.4) BASED ON ASCE EQ. 12.8-1	
REDUNDANCY FACTOR, RHO, USED.....	1.0
ANALYSIS PROCEDURE USED.....	ASCE EQUIVALENT LATERAL FORCE PROCEDURE

SECTION 1704 SPECIAL INSPECTION FOR MASONRY CONSTRUCTION, (PERIODIC)

1704.1 GENERAL. WHERE APPLICATION IS MADE FOR CONSTRUCTION AS DESCRIBED IN THIS SECTION, THE OWNER SHALL EMPLOY ONE OR MORE SPECIAL INSPECTORS TO PROVIDE INSPECTIONS DURING CONSTRUCTION ON THE WORK LISTED BELOW. (MASONRY CONSTRUCTION FOR THE ENCLOSURE WALLS). THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.

1704.1.2 REPORT REQUIREMENT. SPECIAL INSPECTORS SHALL KEEP RECORDS OF INSPECTIONS. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. REPORTS SHALL INDICATE THAT WORK INSPECTED WAS DONE IN CONFORMANCE TO APPROVED CONSTRUCTION DOCUMENTS. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. IF THE DISCREPANCIES ARE NOT CORRECTED, THE DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE BUILDING OFFICIAL AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE PRIOR TO THE COMPLETION OF THAT PHASE OF THE WORK. A FINAL REPORT DOCUMENTING REQUIRED SPECIAL INSPECTIONS AND CORRECTION OF ANY DISCREPANCIES NOTED IN THE INSPECTIONS SHALL BE SUBMITTED AT A POINT IN TIME AGREED UPON BY THE PERMIT APPLICANT AND THE BUILDING OFFICIAL PRIOR TO THE START OF WORK.

DUTIES OF THE SPECIAL INSPECTOR:

- PRIOR TO POURING CONCRETE FOR THE MASONRY WALL FOOTINGS, VERIFYING REINFORCING DOWELS FOR SIZE, GRADE, SPACING, PLACEMENT, AND PROPER LAP LENGTHS. PRIOR TO START OF MASONRY CONSTRUCTION, OBTAIN CERTIFICATES FOR MATERIALS USED IN THE MASONRY CONSTRUCTION INDICATING COMPLIANCE WITH THE CONTRACT DOCUMENTS.
- THE MASONRY INSPECTOR SHALL PERFORM PERIODIC INSPECTION AND SAMPLING FOR TESTING OF THE FOLLOWING MASONRY CONSTRUCTION:
- AS MASONRY CONSTRUCTION BEGINS, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE: PROPORTIONING OF SITE-PREPARED MORTAR. CONSTRUCTION OF MORTAR JOINTS. LOCATION OF REINFORCEMENT.
  - THE INSPECTION PROGRAM SHALL VERIFY: SPECIFIED SIZE, GRADE, SPACING, AND LOCATION OF REINFORCEMENT.
  - PRIOR TO GROUTING, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE: GROUT SPACE IS CLEAN. PLACEMENT OF REINFORCEMENT STEEL. PROPORTIONS OF SITE-PREPARED GROUT. CONSTRUCTION OF MORTAR JOINTS. NOTE: HIGH LIFT GROUTING MAY BE USED PROVIDED CLEAN OUTS ARE PROVIDED AT THE BOTTOM CELLS OF ALL WALLS.
  - GROUT PLACEMENT SHALL BE VERIFIED TO ENSURE COMPLIANCE WITH CODE AND CONSTRUCTION DOCUMENT PROVISIONS.
  - PREPARATION OF ANY REQUIRED GROUT SPECIMENS AND MORTAR SPECIMENS.
  - COMPLIANCE WITH REQUIRED INSPECTION PROVISIONS OF THE CONSTRUCTION DOCUMENTS AND THE APPROVED SUBMITTALS SHALL BE VERIFIED.

SECTION 1705 STATEMENT OF SPECIAL INSPECTIONS

THE ABOVE SPECIAL PERIODIC INSPECTION REQUIREMENTS SHALL BE CONSIDERED AS THE "STATEMENT OF SPECIAL INSPECTION" AS REQUIRED BY SECTION 1705 OF THE CBC.

GENERAL

- ALL WORK SHALL CONFORM WITH THE 2019 CALIFORNIA BUILDING CODE, (CBC), AND ALL LOCAL ORDINANCES.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO STARTING CONSTRUCTION AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES OR INCONSISTENCIES.
- NO STRUCTURAL MEMBER SHALL BE CUT, NOTCHED, BORED OR OTHERWISE WEAKENED EXCEPT AS ALLOWED BY THE CALIFORNIA BUILDING CODE OR APPROVED BY STRUCTURAL ENGINEER.
- THE LANDSCAPE ARCHITECT OR ENGINEER SHALL BE NOTIFIED OF ANY UNUSUAL OR UNFORSEEN CONDITION WHICH EFFECTS THE STRUCTURAL STABILITY OF THE FINISHED PROJECT. PRIOR TO CONTINUING WITH CONSTRUCTION, SHOULD ANY CONDITION ARISE WHERE THERE APPEARS TO BE AN ERROR ON THE DRAWINGS OR A DISCREPANCY BETWEEN THE DRAWINGS AND CONDITIONS IN THE FIELD, THE ARCHITECT OR ENGINEER SHALL BE NOTIFIED PRIOR TO CONTINUING WITH THE WORK.
- IN THE CASE WHERE TWO OR MORE DETAILS APPLYING TO THE SAME PART OF THE WORK ARE IN CONFLICT, THE MOST RESTRICTIVE SHALL GOVERN UNLESS CLARIFIED OR OTHERWISE APPROVED BY THE ENGINEER.
- REVIEW OF SHOP DRAWINGS MEANS REVIEW OF GENERAL METHOD OF FABRICATION ONLY. DIMENSIONS AND QUANTITIES MAY NOT BE CHECKED, AND REVIEW OF THE SHOP DRAWINGS DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE CONSTRUCTION DOCUMENTS UNLESS SPECIFICALLY SO INDICATED IN THE REVIEW.
- THE LANDSCAPE ARCHITECT AND ENGINEER HAS NOT BEEN RETAINED FOR SUPERVISION OR INSPECTION DURING CONSTRUCTION, BUT WILL RESOLVE STRUCTURAL ITEMS BROUGHT TO HIS ATTENTION DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING AND BRACING REQUIRED TO PROTECT PERSONNEL AND ADJACENT PROPERTY DURING CONSTRUCTION. THE CONTRACTOR SHALL ADEQUATELY BRACE ELEMENTS OF THE STRUCTURE DURING CONSTRUCTION TO INSURE THE SAFETY OF THE STRUCTURE.

FOUNDATION

- THE 2016 SOILS REPORT PREPARED BY EARTH SYSTEMS REPORT NO. 18-9-52 WAS UPDATED ON APRIL 18, 2022 BY EARTH SYSTEMS, REPORT NO. 22-4-66.
- THE CONTRACTOR SHALL CONFIRM THAT ALL NEW FOOTINGS WILL BEAR ON FIRM, UNDISTURBED SOILS AND SHALL OVER EXCAVATE AND RECOMPACT EXISTING SOILS AS NECESSARY.
- ALLOWABLE SOIL BEARING VALUE IS: 1,000 PSF FOR ALL FOOTINGS
- ALL EARTH CUTS OVER 5'-0" IN HEIGHT SHALL BE BRACED BY TEMPORARY SHORING OR A TWO PHASE SLOT CUT WITH MAXIMUM 6'-0" SLOTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF TEMPORARY SHORING AND BRACING.

CONCRETE

- ALL CONCRETE UNLESS OTHERWISE SHOWN ON THE PLANS SHALL BE HARDROCK CONFORMING TO ASTM C-94 WITH A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF F<sub>c</sub> = 3,000 PSI.
- AGGREGATE FOR THE CONCRETE SHALL CONFORM TO ASTM C-33, INCLUDING APPENDIX "X1".
- THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS FOR MIXING, PLACING, FINISHING, CURING, AND PROTECTING CONCRETE DURING UNFAVORABLE WEATHER CONDITIONS.
- ALL REINFORCING STEEL SHALL BE NEW STOCK DEFORMED BARS CONFORMING TO ASTM A-615, GRADE 60 EXCEPT #3 BARS MAY BE GRADE 40. ALL WELDED REINFORCING STEEL SHALL BE ASTM-A706. ALL BARS SHALL BE FREE OF RUST, GREASE, MILL SCALE OR ANY OTHER MATERIALS WHICH MIGHT AFFECT ITS BOND TO THE CONCRETE. ALL BAR BENDS SHALL BE MADE COLD.
- PROVIDE 3/4" CHAMFER ON ALL EXPOSED CORNERS.
- FOR THE DETAILS SHOWN ON THESE PLANS, ALL REINFORCING BARS SHALL BE FULL LENGTH WITHOUT SPICES UNLESS APPROVED BY THE ENGINEER.
- REINFORCING BARS SHALL HAVE THE FOLLOWING CONCRETE COVER, (UNLESS NOTED OTHERWISE IN DETAILS):  
 CONCRETE POURED AGAINST EARTH.....3 INCHES  
 CONCRETE BEAMS AND COLUMNS.....2 INCHES  
 CONCRETE SLABS, ABOVE GRADE.....1 INCH
- DRYPACK SHALL BE MIXED IN THE PROPORTIONS OF 1 PART PORTLAND CEMENT TO 2-1/2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A STIFF MIX. DRYPACK SHALL BE THOROUGHLY TAMPED INTO PLACE TO ENSURE A DENSE FINISH, FREE OF VOIDS.
- THE SLUMP OF THE CONCRETE SHALL BE THE MINIMUM THAT IS PRACTICABLE. WHEN VIBRATORS ARE USED TO CONSOLIDATE THE CONCRETE, THE SLUMP SHALL NOT EXCEED 4 INCHES, OTHERWISE THE SLUMP SHALL NOT EXCEED 6 INCHES.
- ALL CONCRETE SHALL BE ADEQUATELY CONSOLIDATED DURING PLACEMENT AND ALL REINFORCING STEEL AND EMBEDDED ITEMS SHALL BE SECURELY TIED IN PLACE TO PREVENT DISPLACEMENT DURING CONCRETE PLACEMENT.
- EXCEPT WHERE INDICATED OTHERWISE, ALL REINFORCING STEEL SHALL BE BENT AND PLACED IN ACCORDANCE WITH THE "CODE OF STANDARD PRACTICE AND THE SPECIFICATIONS FOR PLACING REINFORCING STEEL" OF THE CONCRETE REINFORCING STEEL INSTITUTE.

STRUCTURAL STEEL

- ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A-36 EXCEPT FOR PIPE AND TUBE SECTIONS. SEE NOTE "2" BELOW FOR PIPES.
- STEEL PIPE SHALL CONFORM TO ASTM A-53, GRADE "B" AND TUBULAR STEEL MEMBERS SHALL CONFORM TO ASTM A-500, GRADE "B".
- ALL WELDING SHALL BE PERFORMED WITH E70XX ELECTRODES CONFORMING TO AWS D1.1, LATEST EDITION, PROVIDE BACKING PLATES AS REQUIRED FOR FULL PENETRATION WELDS.
- STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE "SPECIFICATIONS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS BY THE A.I.S.C., LATEST EDITION.
- ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS IN THE SHOP OF A FABRICATOR APPROVED BY THE LOCAL BUILDING DEPARTMENT FOR WELDING IN THE SHOP. FOR SHOPS NOT APPROVED, WELDING SHALL BE CONTINUOUSLY INSPECTED BY A LICENSED DEPUTY INSPECTOR PER SECTION 1704.2. OF THE CBC.
- CONTINUOUS INSPECTION BY A LICENSED DEPUTY INSPECTOR IS REQUIRED FOR ALL FIELD WELDING PER SEC. 1704.3 OF THE CBC, EXCEPT MINOR ITEMS WHEN APPROVED BY THE ENGINEER AND BUILDING DEPARTMENT.
- ALL STEEL SHAPES SHALL BE HOT DIPPED GALVANIZED PER ASTM 123/A123M-09 EXCEPT FOR UNEXPOSED MEMBERS AS INDICATED IN DETAILS.
- BOLT HOLES SHALL BE 1/16 INCH LARGER THAN BOLT DIAMETER UNLESS SLOTTED HOLES ARE INDICATED IN DETAILS. BOLT HOLES SHALL BE PUNCHED OR DRILLED, BURNED HOLES ARE NOT PERMITTED.
- BOLT HEADS OR NUTS BEARING ON SLOPING SURFACES SHALL BE EQUIPPED WITH BEVELED WASHERS.
- MACHINE BOLTS SHALL CONFORM TO ASTM A-307 AND ANCHOR BOLTS TO ASTM A 1554 UNLESS OTHERWISE NOTED ON PLANS.



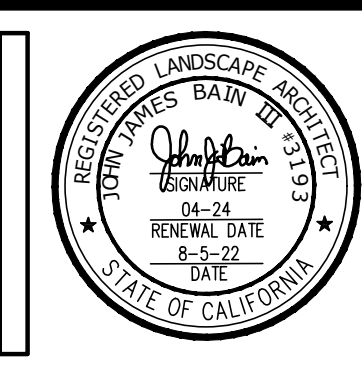
- NOTES:
- MIRACLE FIELD "HOMER" STATUE IS MANUFACTURED BY LANDSCAPE STRUCTURES INC. AND IS DISTRIBUTED LOCALLY BY REC WEST (818) 735-3838.
  - HOMER STATUES DIMENSIONS: BASE PLATE 30"x30", HEIGHT 69" TALL, WIDTH 46", WEIGHT 1,100 LBS.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL MANUFACTURER'S SHOP DRAWINGS AND SPECIFICATIONS REQUIRED TO ASSEMBLE AND INSTALL THE STATUE. INSTALL ANCHORS WITH EPOXY INTO 6" THICK CONCRETE PATIO AREA ON NEW MIRACLE FIELD CONCRETE PATIO DECK AS PER MANUFACTURER'S SPECIFICATIONS.
  - THE EXACT LOCATION OF THE HOMER STATUE WILL BE DETERMINED IN THE FIELD BY OWNER'S REPRESENTATIVE.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR PURCHASING THE STATUE, SHIPPING TO SITE, ASSEMBLING AND INSTALLING THE STATUE ON THE NEW CONCRETE PATIO. PROVIDE A LUMP SUM IN THE BID SCHEDULE ON BID ALTERNATE NO. 1 LINE TO COVER ALL COSTS TO INSTALL THE STATUE.

2 BID ALTERNATE NO. 1 - MIRACLE FIELD "HOMER" STATUE SCALE: N.T.S.

3 BID ALTERNATE NO. 2 - FOUL POLE SCALE: 1/2" = 1'-0"

4 STRUCTURAL NOTES

UNDERGROUND SERVICE ALERT  
 CALL BEFORE YOU DIG  
 TOLL FREE 1-800-227-2600  
 TWO WORKING DAYS BEFORE YOU DIG



NO.	DATE	BY	DESCRIPTION

CLIENT  
**MIRACLE LEAGUE OF THE 805**  
 2310 PONDEROSA DRIVE  
 SUITE 21  
 CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
 FREEDOM PARK  
 CAMARILLO, CA.

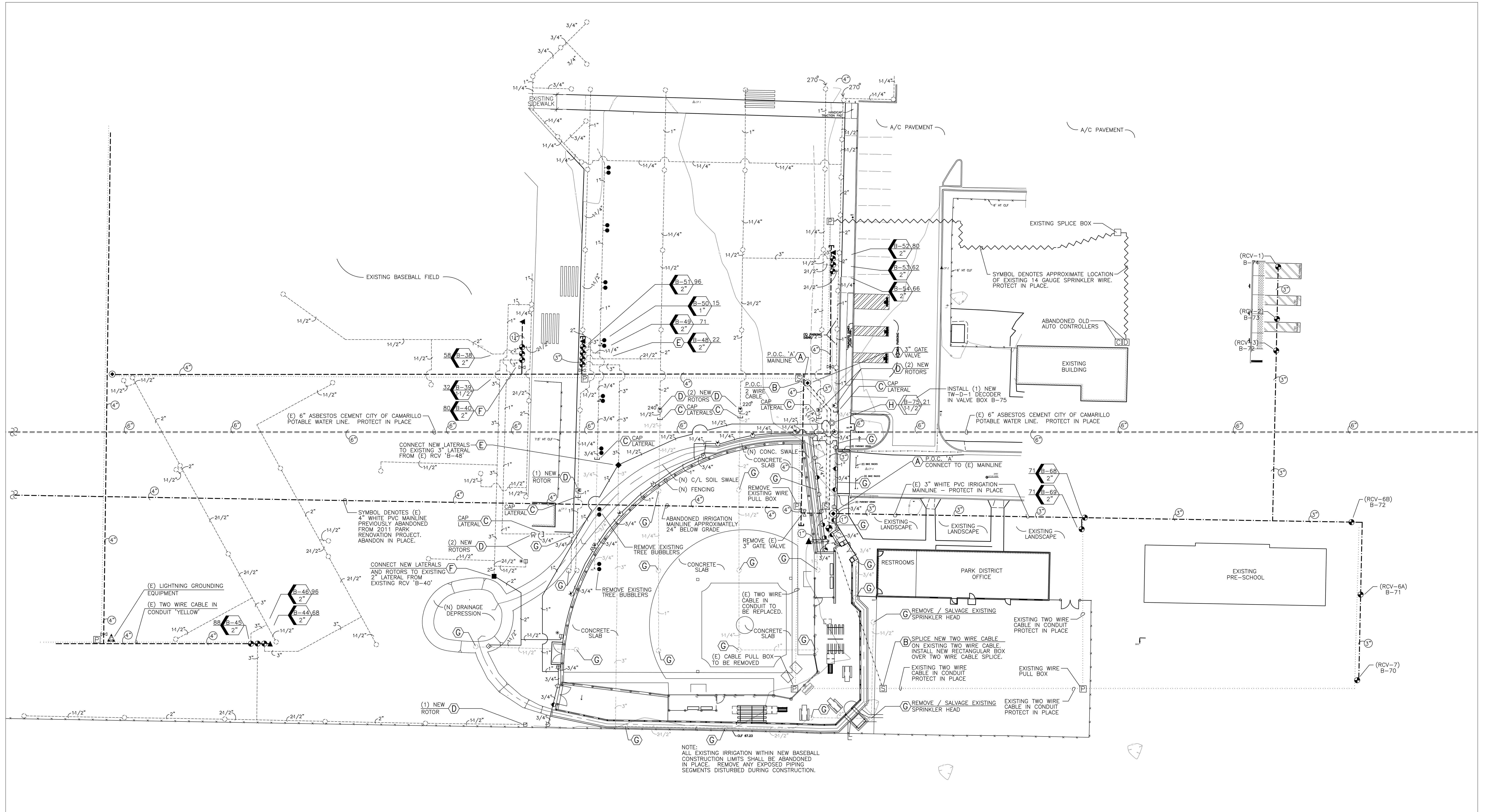
SHEET TITLE:  
**CONSTRUCTION DETAILS**

JORDAN, GILBERT & BAIN  
 LANDSCAPE ARCHITECTS, INC.  
 459 NORTH VENTURA AVE., VENTURA CA 93001  
 (805) 642-3641 FAX (805) 653-7874  
 Jordan, Gilbert & Bain Landscape Architects, Inc. © 2018

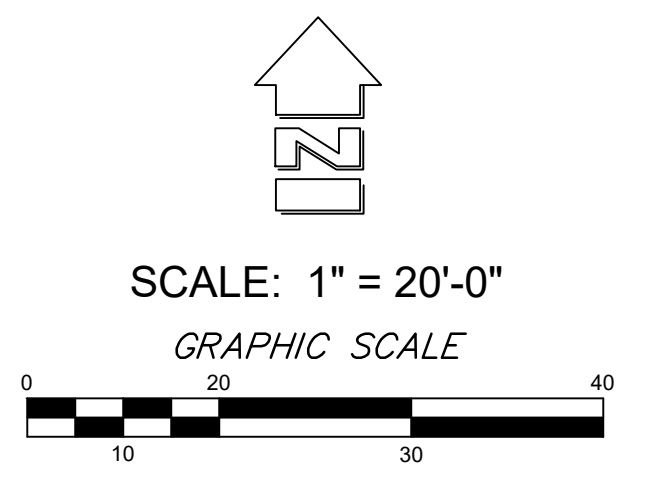
DRAWN: PJ  
 CITY SUBMITTAL: 8-5-22  
 BID DATE: 10-12-22  
 CONSTRUCTION: 10-12-22

DRAWING  
**L3.7**  
 SHEET 10 OF 14  
 PROJECT: 785-7816





NOTE:  
SEE SHEET L4.2 FOR IRRIGATION LEGEND AND NOTES.



THESE DRAWINGS, SPECIFICATIONS AND DESIGNS ARE INSTRUMENTS OF PROFESSIONAL SERVICES AND AS SUCH ARE THE PROPERTY OF JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC. REPRODUCTION OR OTHER USE NOT AUTHORIZED BY JORDAN, GILBERT & BAIN IS PROHIBITED WITHOUT WRITTEN APPROVAL.

<p>UNDERGROUND SERVICE ALERT CALL BEFORE YOU DIG 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG</p>		<p>REVISIONS</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	BY	DESCRIPTION													<p>CLIENT</p> <p><b>MIRACLE LEAGUE OF THE 805</b> 2310 PONDEROSA DRIVE SUITE 21 CAMARILLO, CALIFORNIA 93010</p>	<p>PROJECT:</p> <p><b>MIRACLE LEAGUE BASEBALL FIELD</b> FREEDOM PARK CAMARILLO, CA.</p>	<p>SHEET TITLE:</p> <p><b>IRRIGATION PLAN</b></p>	<p><b>JORDAN, GILBERT &amp; BAIN</b> LANDSCAPE ARCHITECTS, INC. 459 NORTH VENTURA AVE., VENTURA CA 93001 (805) 642-3641 FAX (805) 653-7874 Jordan, Gilbert &amp; Bain Landscape Architects, Inc. © 2018</p>	<p>DRAWN:</p> <p>CITY SUBMITTAL: 8-5-22</p> <p>BID DATE: 10-12-22</p> <p>CONSTRUCTION: 10-12-22</p>	<p>DRAWING</p> <p><b>L4.1</b></p> <p>SHEET 11 OF 14 PROJECT No. 20.16 180/570</p>
NO.	DATE	BY	DESCRIPTION																					

IRRIGATION LEGEND

SYMBOL	DESCRIPTION	MANUFACTURER	MODEL / REMARKS	DETAIL NO.	SHEET NO.
=====	(E) ASBESTOS CEMENT PIPE	UNKNOWN	CITY OF CAMARILLO 6" ASBESTOS CEMENT POTABLE WATER LINE - PROTECT IN PLACE	NA	NA
-----	SLEEVING	PACIFIC PLASTICS	CLASS 200 PVC - 3 PIPE SIZES LARGER THAN THE PIPE TO BE SLEEVED - 24" BELOW GRADE	1,2,3	L4.3
-----	(E) WHITE PVC MAINLINE	UNKNOWN	3" CLASS 315 PVC - SOLVENT WELD - SHALLOW INSTALLATION - VERIFY EXACT DEPTH	NA	NA
-----	(E) PURPLE MAINLINE	PACIFIC PLASTICS	CLASS 200 PVC 'CYCLE FLOW' - PURPLE COLOR - GASKETED - 3" SIZE AND LARGER - 24" BELOW GRADE	NA	NA
-----	(E) PURPLE MAINLINE	PACIFIC PLASTICS	SCH. 40 PVC 'CYCLE FLOW' - PURPLE COLOR - 2-1/2" & SMALLER - SOLVENT WELD - 24" BELOW GRADE	NA	NA
-----	(E) PURPLE LATERAL	PACIFIC PLASTICS	SCH. 40 PVC 'CYCLE FLOW' - PURPLE COLOR - 3/4" & LARGER - SOLVENT WELD - 12" BELOW GRADE	NA	NA
-----	NEW PURPLE PVC MAINLINE	PACIFIC PLASTICS	CLASS 200 PVC 'CYCLE FLOW' - PURPLE COLOR - GASKETED - 3" SIZE AND LARGER - 24" BELOW GRADE	1,2,3,4,5,6	L4.3
-----	NEW PURPLE PVC MAINLINE	PACIFIC PLASTICS	SCH. 40 PVC 'CYCLE FLOW' - PURPLE COLOR - 2-1/2" & SMALLER - SOLVENT WELD - 24" BELOW GRADE	1,2,3,6	L4.3
-----	NEW PURPLE PVC LATERAL	PACIFIC PLASTICS	SCH. 40 PVC 'CYCLE FLOW' - PURPLE COLOR - 3/4" & LARGER - SOLVENT WELD - 12" BELOW GRADE	1,2,3	L4.3
-----	(E) TWO WIRE CABLE	RAIN MASTER	TW-CAB-14 - INSTALLED WITHIN A 1-1/2" SCH. 40 PVC ELECTRICAL CONDUIT 24" BELOW GRADE	NA	NA
-----	NEW TWO WIRE CABLE	RAIN MASTER	TW-CAB-14 - INSTALLED WITHIN A 1-1/2" SCH. 40 PVC ELECTRICAL CONDUIT 24" BELOW GRADE	1,11	L4.3
NO SYMBOL	(E) AUTO CONTROLLER LOCATION NOT ILLUSTRATED	RAIN MASTER / JOHN DEERE G.T.	SA6-RM2-TW/LPP/2YR/PMR-CAC/EMP-16/LHM4FG1-MEL-NO TOP OPENING STAINLESS STEEL ENCLOSURE, BUILT IN REMOTE CONTROL RECEIVER, INTERNET, QUICK PAD BASE	NA	NA
⊕	(E) GATE VALVE - MAINLINE	LEEMCO	LMV-SB SERIES (SPIGOT X BELL) W/ OPERATING NUT - IN A STANDARD RECTANGULAR VALVE BOX - PURPLE LID	NA	NA
⊕	GATE VALVE - MAINLINE	LEEMCO	LMV-SB SERIES (SPIGOT X BELL) W/ OPERATING NUT - IN A STANDARD RECTANGULAR VALVE BOX - PURPLE LID	7	L4.3
⊕	SCH. 80 PVC BALL VALVE	SPEARS	TRU-UNION SERIES - LINE SIZE - INSTALLED IN VALVE BOX	8	L4.3
▲	(E) QUICK COUPLER	RAIN BIRD	44 NP - 1" SIZE - IN 6" PURPLE COLORED ROUND VALVE BOX	NA	NA
▲	QUICK COUPLER	RAIN BIRD	44 NP - 1" SIZE - IN 10" PURPLE COLORED ROUND VALVE BOX	10	L4.3
⊕	(E) REMOTE CONTROL VALVE	RAIN BIRD	GB-R SERIES - SIZES NOTED - IN A PURPLE COLORED JUMBO RECTANGULAR VALVE BOX	NA	NA
⊕	PRESSURE REGULATING R.C.V.	RAIN BIRD	GB-R-PRS-DIAL SERIES - SIZES NOTED - IN A PURPLE COLORED JUMBO RECTANGULAR VALVE BOX	9	L4.3
⊕	(E) WIRE PULL/SPICE BOX	CARSON / EQ.	1324-15 (JUMBO) 16" WIDE X 25.5" LONG X 15" DEEP WITH PURPLE BODY WITH PURPLE LID	NA	NA
⊕	WIRE PULL/SPICE BOX	CARSON / EQ.	1324-15 (JUMBO) 16" WIDE X 25.5" LONG X 15" DEEP WITH PURPLE BODY WITH PURPLE LID	11	L4.3
⚡	(E) 2 WIRE CABLE GROUND ROD W/ LIGHTNING ARRESTOR	RAIN MASTER	MODEL TW-LA-1 LIGHTNING ARRESTOR WITH (1) 8'-0" COPPER CLAD GROUNDING ROD WITH CLAMP COVER ARRESTOR AND GROUNDING ROD WITH A JUMBO VALVE BOX - PROTECT IN PLACE	NA	NA

SYMBOL	DESCRIPTION	MANUFACTURER	MODEL / REMARKS	PSI	RAD	GPM	GPM	GPM	GPM	GPM	GPM	DETAIL NO.	SHEET NO.	
⊕	POP UP TURF SPRAY	RAIN BIRD	1806SAM-PRS-NP COVER-15Q,15T,15H,15TT,15TQ,15F	30	15	.93	1.23	1.85	2.48	2.78	3.70	13	L4.3	
⊕	POP UP TURF SPRAY	RAIN BIRD	1806SAM-PRS-NP COVER-12Q,12T,12H,12TT,12TQ,12F	30	12	.65	.87	1.30	1.74	1.95	2.60	13	L4.3	
⊕	POP UP TURF SPRAY	RAIN BIRD	1806SAM-PRS-NP COVER-10Q,10T,10H,10F	30	10	.39	.53	.79			1.58	13	L4.3	
⊕	POP UP TURF SPRAY	RAIN BIRD	1806SAM-PRS-NP COVER-8Q,8T,8H,8F	30	8	.26	.35	.52			1.05	13	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	5006-PL-PC-SAM-R-SS-NP-MPR-250, 25T, 25H	45	25	1.00	1.38	1.98				12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	5006-PL-PC-SAM-R-SS-NP-MPR-25F	45	25						3.82	12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	5006-PL-PC-SAM-R-SS-NP-MPR-300, 30T, 30H	45	30	1.40	1.85	2.96				12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	5006-PL-PC-SAM-R-SS-NP-MPR-30F	45	30						5.78	12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	5006-PL-PC-SAM-R-SS-NP-MPR-350, 35T, 35H	45	35	1.92	2.46	3.81				12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	5006-PL-PC-SAM-R-SS-NP-MPR-35F	45	35						7.58	12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	5505-SS-NP-5 (NO. 5 NOZZLE)	60	45	3.80						12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	5505-SS-NP-10 (NO. 10 NOZZLE)	60	47			8.90				12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	8005-SS-NP-10	60	53	10.1						12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	8005-SS-NP-16	60	61		15.9	15.9	15.9			12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	8005-SS-NP-16	60	61					15.9		12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	8005-SS-NP-10	60	53	10.1						12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	8005-SS-NP-08	60	49	8.40						12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	8005-SS-NP-12	60	59		12.0	12.0	12.0			12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	8005-SS-NP-10	60	53	10.1						12.0	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	8005-SS-NP-14	60	59		14.3	14.3	14.3			12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	8005-SS-NP-14	60	59					14.3		12	L4.3	
⊕	POP UP TURF ROTOR	RAIN BIRD	8005-SS-NP-08	60	49	8.40						12	L4.3	
⊕	(E) ROOT WATERING SYSTEM	RAIN BIRD	RWS-B-C-1402-RWS-SOCK-RWS-GRATE-P	30	1							0.50	NA	NA

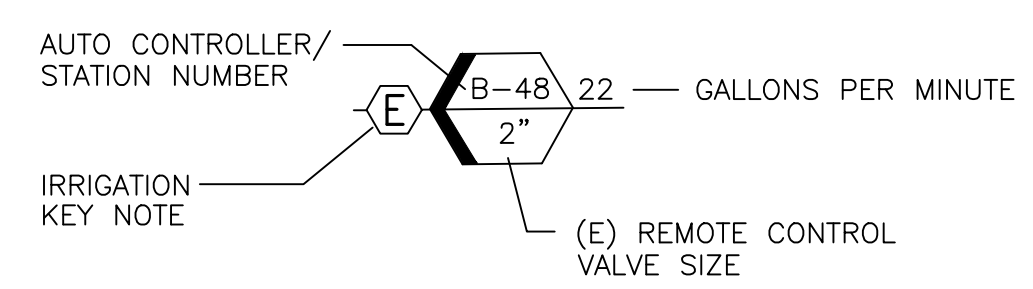
PROJECT KEY NOTES

SYMBOL	DESCRIPTION
(A)	IRRIGATION POINT OF CONNECTION: EXCAVATE AND EXPOSE THE EXISTING 4" PURPLE COLORED PVC IRRIGATION MAINLINE THAT SUPPLIES WATER TO THE EXISTING ORIGINAL 3" WHITE COLORED PVC MAINLINE INSTALLED ON THE NORTH SIDE OF THE EXISTING PARK DISTRICT BUILDING. CUT EXISTING 4" PURPLE PVC MAINLINE AND INSTALL A LEEMCO 45 DEGREE SELF RESTRAINING DUCTILE IRON FITTING. INSTALL A LEEMCO 4"x3" DUCTILE IRON REDUCER COUPLER ON DISCHARGE SIDE OF 4" 45 DEGREE FITTING. TRENCH AND INSTALL NEW PURPLE COLORED 3" CLASS 315 PVC MAINLINE FROM REDUCER FITTING TO THE PROPOSED LOCATION FOR A NEW 3" LEEMCO SELF RESTRAINING DUCTILE IRON GATE VALVE AS PER IRRIGATION PLAN. INSTALL 3" GATE IN A VALVE BOX AS PER GATE VALVE DETAIL. TRENCH AND INSTALL 3" CLASS 315 PVC MAINLINE FROM DISCHARGE SIDE OF 3" GATE VALVE TO INTERSECTION OF THE ORIGINAL 3" WHITE COLORED PVC MAINLINE AT LOCATION ILLUSTRATED ON PLANS. INSTALL A 3" DUCTILE IRON SELF RESTRAINING ELBOW AND CONNECT NEW 3" PURPLE PVC MAINLINE TO EXISTING 3" WHITE PVC MAINLINE TO RE-ESTABLISH A WATER SUPPLY TO EXISTING REMOTE CONTROL VALVES 'B-69' THROUGH 'B-74'.
(B)	TWO WIRE CABLE POINT OF CONNECTION: EXCAVATE AND EXPOSE THE EXISTING 1-1/2" SCH. 40 PVC ELECTRICAL CONDUIT HOUSING A RAIN MASTER MODEL TW-CAB-14 BLUE JACKETED TWO WIRE REMOTE CONTROL VALVE COMMUNICATION CABLE. AT IRRIGATION POINT OF CONNECTION, EXCAVATE AND EXPOSE AN APPROXIMATE 6'-0" LENGTH OF EXISTING 1-1/2" SCH. 40 PVC TWO WIRE CABLE CONDUIT. CUT CONDUIT INCLUDING CABLE AT THE 6'-0" LIMIT OF EXPOSED CONDUIT. CAREFULLY CUT THE EXPOSED SCH. 40 PVC CONDUIT ONLY APPROXIMATELY 4'-0" FROM THE END OF THE CONDUIT CUT. REMOVE SEVERED CONDUIT HOUSING EXPOSING AT LEAST 4'-0" OF EXISTING TWO WIRE CABLE. SALVAGE THE NOW EXPOSED 4'-0" LONG SEGMENT OF TWO WIRE CABLE. COIL TWO WIRE CABLE AND INSTALL A NEW CABLE SPlice BOX OVER THE BUNDLED TWO WIRE CABLE. THE SEVERED END OF THE EXISTING TWO WIRE CABLE WILL NOW BE THE POINT OF CONNECTION FOR THE NEW TWO WIRE CABLE RUN. TRENCH AND INSTALL NEW SCH. 40 PVC ELECTRICAL CONDUIT TO A DEPTH OF 18" BELOW FINISH GRADE. INSTALL 1-1/2" SCH. 40 PVC SWEEP ELBOWS INTO AND OUT OF ALL VALVE WIRE PULL AND / OR SPlice BOXES. SPlice NEW RAIN MASTER TWO WIRE CABLE WITH BLUE COLORED OUTER JACKET, MODEL TW-CAB-14, TO SEVERED ENDS OF THE EXISTING TWO WIRE CABLE WITHIN SPlice BOX USING 3M MODEL DBR-YE WATER PROOF WIRE CONNECTORS AND AS PER RAIN MASTER SPECIFICATIONS. PULL NEW TWO WIRE CABLE THROUGH CONDUIT TO INTERSECT THE EXISTING TWO WIRE CABLE LOCATED ON THE WEST SIDE OF THE EXISTING CHAIN LINK FENCING. EXCAVATE AND EXPOSE THE EXISTING 1-1/2" SCH. 40 PVC ELECTRICAL CONDUIT HOUSING EXISTING RAIN MASTER TW-14-CAB TWO WIRE CABLE. CUT CONDUIT AND CABLE AT THIS LOCATION. REPEAT PREVIOUS CONDUIT CUTTING AND WIRE SALVAGING OPERATIONS DESCRIBING EARLIER AT TWO WIRE CABLE POINT OF CONNECTION. INSTALL A NEW WIRE SPlice BOX OVER THE COMPLETED SPliced TWO WIRE CABLE CONNECTION. HEAT STAMP ALL SPlice BOX VALVE BOX LIDS WITH THE LETTERS 'SB'.
(C)	EXCAVATE, EXPOSE, CUT AND CAP EXISTING IRRIGATION PVC LATERALS TO SEWER WATER SUPPLY TO THE NEW ARTIFICIAL BASEBALL FIELD. FIELD VERIFY THE EXACT LAYOUT OF THE EXISTING TURF ROTOR SYSTEMS OPERATING ON SITE. EXCAVATE AND EXPOSE THE EXISTING PVC IRRIGATION LATERAL PIPING DOWNSTREAM OF THE LAST IRRIGATION HEAD IDENTIFIED ON THE IRRIGATION PLAN AS TO REMAIN IN OPERATION. CUT THE EXISTING PVC LATERAL PIPING AND REMOVE A SEGMENT LARGE ENOUGH TO ALLOW FOR A LINE SIZED SCH. 40 PVC SLIP CAP TO BE SOLVENT WELD ONTO THE EXISTING LATERAL PIPE PREVENTING ANY WATER FROM BEING DISCHARGED UNDER THE NEW ARTIFICIAL BASEBALL FIELD.
(D)	REMOVE AND SALVAGE THE EXISTING TURF ROTOR - REPLACE WITH NEW POP UP TURF ROTOR WITH NEW NOZZLE AND PER LEGEND. FIELD VERIFY THE EXACT LOCATION OF THE EXISTING TURF ROTOR IDENTIFIED ON THE PLAN. EXCAVATE AROUND THE EXISTING TURF ROTOR AND REMOVE IT FROM EXISTING SWING JOINT. INSPECT EXISTING SWING JOINT TO ENSURE THAT THE PIPING AND FITTINGS ARE NOT DAMAGED OR LEAKING. INSTALL A NEW TURF ROTOR ON EXISTING SWING JOINT AND SET HEAD TO BE 1" ABOVE FINISH GRADE. INSTALL NEW NOZZLE AS PER IRRIGATION LEGEND. ADJUST ARC PATTERN TO CONFORM TO NEW ORIENTATION ENSURING THAT THE IRRIGATION WATER DISCHARGED FROM THE ROTOR NOZZLE DOES NOT COME IN CONTACT WITH THE ARTIFICIAL FIELD SURFACE, ANY ADJACENT FENCING, OR PAVED PEDESTRIAN SURFACES. RETURN ALL SALVAGED EXISTING TURF ROTORS TO THE PVRPD REPRESENTATIVE FOR FUTURE MAINTENANCE USE.
(E)	USE EXISTING 3" SCH. 40 PVC LATERAL LINE ORIGINATING FROM EXISTING 2" REMOTE CONTROL VALVE 'B-48' FOR POP UP SPRAY HEADS. EXCAVATE AND EXPOSE THE EXISTING 3" SCH. 40 PVC LATERAL PIPE ORIGINATING FROM EXISTING 2" REMOTE CONTROL VALVE 'B-48' ON THE NORTH SIDE OF THE NEW BASEBALL FIELD HOME RUN FENCING. CUT THE EXISTING 3" PVC LATERAL AND USE IT AS A WATER SOURCE FOR THE NEW TURF SPRAY HEADS LOCATED ON THE EAST AND SOUTH SIDES OF THE NEW BASEBALL FIELD. TRENCH AND INSTALL A NEW 1-1/2" PURPLE COLORED SCH. 40 PVC LATERAL PIPING AS A SOURCE PIPE TO SUPPLY NEW POP UP TURF SPRAY HEADS ON EAST SIDE OF PROJECT. TRENCH AND INSTALL A NEW 1" PURPLE SCH. 40 PVC LATERAL FOR POP UP SPRAY HEADS ON SOUTH SIDE OF PROJECT. INSTALL NEW PURPLE COLORED SCH. 40 PVC LATERALS AND NEW POP UP SPRAY HEADS AS PER IRRIGATION PLAN TO ACHIEVE HEAD TO HEAD COVERAGE.
(F)	USE EXISTING SCH. 40 PVC LATERAL PIPING ORIGINATING FROM EXISTING REMOTE CONTROL VALVE 'B-40' TO INSTALL NEW ROTORS. EXCAVATE AND EXPOSE THE EXISTING PURPLE COLORED 2" SCH. 40 PVC LATERAL PIPE ORIGINATING FROM EXISTING 2" REMOTE CONTROL VALVE 'B-40'. THE EXISTING PIPE SHALL BE SEVERED AS A RESULT OF NEW GRADING OPERATIONS. CUT EXISTING 2" SCH. 40 PVC LATERAL AND USE IT FOR A WATER SOURCE TO INSTALL (2) NEW RAIN BIRD 8005 SERIES POP UP TURF ROTORS INSTALLED AT LOCATIONS AS PER IRRIGATION PLAN. INSTALL NEW TURF ROTORS WITH NOZZLES AS PER IRRIGATION PLAN. ADJUST ARC PATTERN TO PREVENT IRRIGATION WATER FROM CONTACTING THE NEW CHAIN LINK HOME RUN FENCING OR ARTIFICIAL FIELD SURFACE.
(G)	REMOVE AND SALVAGE EXISTING TURF ROTORS PRIOR TO GRADING OPERATIONS BEGINNING AND DELIVER TO THE PVRPD REPRESENTATIVE. OPERATE THE EXISTING IRRIGATION SYSTEM WITHIN THE SCOPE OF WORK WITH THE PVRPD REPRESENTATIVE PRIOR TO BEGINNING ANY GRADING OPERATIONS. USE MARKING FLAGS TO FIELD VERIFY THE EXACT LOCATIONS OF THE SPRINKLER HEADS IDENTIFIED ON THE PLAN TO BE REMOVED AND SALVAGED. EXCAVATE AND REMOVE THESE SPRINKLER HEADS AND RETURN THEM TO THE PVRPD REPRESENTATIVE FOR FUTURE MAINTENANCE PURPOSES.
(H)	INSTALL NEW 1-1/2" REMOTE CONTROL VALVE ON NEW MAINLINE SEGMENT TO SUPPLY NEW TURF ROTORS INSTALLED AROUND FENCING ARC. INSTALL A NEW 1-1/2" REMOTE CONTROL VALVE ON NEW 3" PVC MAINLINE SEGMENT AT APPROXIMATELY THE LOCATION SHOWN ON THE IRRIGATION PLAN. INSTALL NEW TWO WIRE CABLE INTO AND OUT OF NEW REMOTE CONTROL VALVE BOX WITH SWEEP ELBOWS INTO AND OUT OF THE VALVE BOX. PURCHASE AND INSTALL (1) NEW RAIN MASTER SINGLE STATION DECODER, MODEL 'TW-D-1', AND MOUNT ON THE INSIDE WALL OF VALVE BOX WITH SCREWS. PROGRAM DECODER AS REMOTE CONTROL VALVE 'B-68'. SPlice NEW TWO WIRE CABLE SEGMENT TO DECODER AS WELL AS TO REMOTE CONTROL VALVE SOLENOID WIRES USING 3M MODEL DBR-YE WATER PROOF WIRE SPlices. TRENCH AND INSTALL NEW SCH. 40 PVC LATERALS WITH POP UP TURF ROTORS ALONG THE OUTER CIRCUMFERENCE OF THE NEW IMPROVEMENTS ALONG THE NORTH SIDE OF THE NEW BASEBALL FIELD HOME RUN FENCING AND CONCRETE DRAINAGE SWALE.

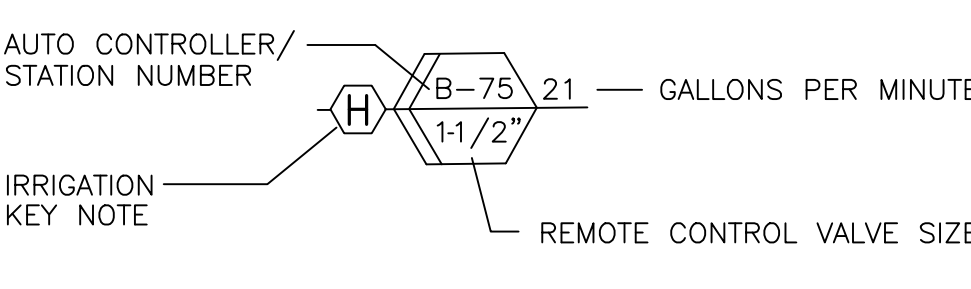
PROJECT NOTES

- THE CONTRACTOR SHALL FIELD VERIFY EXISTING STATIC WATER PRESSURE AND NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING ANY WORK.
- THE CONTRACTOR SHALL CONTACT DIG ALERT AT 1-800-227-2600 TO IDENTIFY AND LOCATE ALL ON SITE UTILITIES PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL COORDINATE WITH THE PLEASANT VALLEY RECREATION AND PARKS REPRESENTATIVE AND REVIEW THE EXISTING SITE PRIOR TO BEGINNING WORK TO AVOID CONFLICTS WITH NEW CONSTRUCTION.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY TRENCH SETTLING OR IRRIGATION HEAD SETTLING. ALL TRENCHES WILL BE BACK FILLED WITH CLEAN SOIL, COMPACTED AND SEEDED WITH SEED MIX AS PER SPECIFICATIONS. ALL HEADS THAT SETTLE WILL BE REACHED TO 1/2" ABOVE FINISH GRADE. PROVIDE ADDITIONAL SOIL AS NECESSARY AND HAND TAMP AROUND HEAD TO PREVENT FUTURE SETTLING. PROVIDE NEW SEED OR PLANTS AS NEEDED FOR REPAIR.
- THE CONTRACTOR SHALL SLEEVE ALL PVC IRRIGATION PIPES AND WIRES INSTALLED UNDER PAVING. WIRES SHALL BE ENCLOSED IN SCH. 40 PVC ELECTRICAL SLEEVES SIZED AS PER PLAN. MAINLINE SLEEVES SHALL BE SIZED AS PER PLAN. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- THE IRRIGATION SYSTEM IS SHOWN DIAGRAMMATICALLY. INSTALL ALL IRRIGATION EQUIPMENT WITHIN LANDSCAPE PLANTERS WHENEVER POSSIBLE.
- INSTALL FACTORY INSTALLED CHECK VALVES ON ALL SPRINKLER POP UP BODIES WITH RAIN BIRD 'SAM-PRS' OR 'SAM' BUILT IN CHECK VALVES TO PREVENT LOW HEAD DRAINAGE ON THE NEW IRRIGATION SYSTEM. REFER TO IRRIGATION LEGEND TO IDENTIFY POP UP BODY REQUIRED FOR EACH TYPE OF SPRINKLER NOZZLE INSTALLED ON THIS PROJECT.
- BRAND INTO THE REMOTE CONTROL VALVE BOX LIDS THE NEW VALVE STATION NUMBER FROM (E) AUTO CONTROLLER 'B'. PROVIDE CHRISTY STANDARD SIZE I.D. TAGS CONNECTED TO EACH VALVE SOLENOID WITH NEW STATION NUMBER.
- THE CONTRACTOR SHALL INSTALL RAIN MASTER TWO WIRE CABLE, MODEL TW-CAB-14, OR EQUAL, FROM THE AUTO CONTROLLER LOCATIONS TO ALL NEW REMOTE CONTROL VALVES AS PER PLAN. THE TWO WIRE CABLE SHALL BE ENCLOSED IN A 1-1/2" SCH. 40 PVC ELECTRICAL CONDUIT FURNISHED WITH SWEEP ELBOWS INTO AND OUT OF ALL VALVE BOXES. THE CONDUIT SHALL BE 24" BELOW FINISH GRADE. ALONG THE TWO WIRE CABLE RUN, INSTALL WIRE PULL BOXES AT ALL CHANGES IN DIRECTION AND AT INTERVALS AS PER PLAN. INSTALL LIGHTNING ARRESTORS WITH 8'-0" COPPER CLAD GROUNDING RODS AND CLAMPS ALONG THE TWO WIRE CABLE RUN AT LOCATIONS ILLUSTRATED ON PLANS. ALL WIRE SPlices AND CABLE INSTALLATION SHALL CONFORM TO RAIN MASTER SPECIFICATIONS.
- THE CONTRACTOR SHALL INSTALL ALL VALVE BOX SIZES AS PER PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL USE ONLY SCH. 80 PVC NIPPLES AND T.O.E. NIPPLES AS NEEDED FOR ALL THREADED VALVE ASSEMBLIES. NO SCH. 40 PVC MALE ADAPTERS WILL BE USED FOR ANY THREADED ASSEMBLY.
- CONTRACTOR SHALL INSTALL RAIN MASTER DECODERS, MODEL TW-D-1 FOR SINGLE RCV OPERATION, MODEL TW-D-2 TO CONTROL (2) SEPARATE RCV'S, OR MODEL TW-D-4, TO CONTROL (4) REMOTE CONTROL VALVES. INSIDE THE FIRST REMOTE CONTROL VALVE BOX OF THE MANIFOLD, ATTACH THE DECODER TO THE SIDE OF THE VALVE BOX WITH STAINLESS STEEL SCREWS. EXTEND 14 GAUGE WIRE SEGMENTS IN A CONDUIT FROM THE DECODER TO EACH REMOTE CONTROL VALVE IN THE MANIFOLD AND CONNECT TO THE REMOTE CONTROL VALVE SOLENOID WITH APPROVED WATER TIGHT WIRE CONNECTORS. CONNECT THE DECODER TO THE TWO WIRE CABLE WITH APPROVED WATER TIGHT WIRE CONNECTORS. SEE NOTES ON PLAN TO DETERMINE EXACT QUANTITY AND DECODER MODEL NUMBERS REQUIRED FOR THIS PROJECT.
- IF REQUIRED, THE CONTRACTOR SHALL REPLACE SPRINKLER HEAD NOZZLES AS REQUESTED BY THE LANDSCAPE ARCHITECT IN THE FIELD IN ORDER TO IMPROVE IRRIGATION COVERAGE OR EFFICIENCY. THESE MODIFICATIONS WILL BE PART OF THE BASE BID.
- THE IRRIGATION SYSTEM HAS BEEN DESIGNED TO DISCHARGE A MAXIMUM FLOW OF 250 GPM. THE CONTRACTOR SHALL ESTABLISH A PROGRAM THAT ALLOWS A MINIMUM OF 3 REMOTE CONTROL VALVES TO OPERATE SIMULTANEOUSLY WITHOUT EXCEEDING A MAXIMUM FLOW OF 250 GALLONS PER MINUTE. COORDINATE WITH THE PLEASANT VALLEY PARKS DISTRICT REPRESENTATIVE TO DEVELOP A SPECIFIC IRRIGATION PROGRAM START TIME AND RUN TIME FOR EACH SPRINKLER VALVE THAT WILL BE OPERATED TO GERMINATE HYDRO-SEED TURF.
- IRRIGATION MAINLINE PIPING, SIZED 3" AND LARGER SHALL BE CLASS 200 GASKETED PIPING, PURPLE IN COLOR, WITH LEEMCO SELF-RESTRAINING MAINLINE FITTINGS. IRRIGATION MAINLINE PIPING 2-1/2" SIZE OR LESS SHALL BE SCH. 40 PVC PURPLE PIPING WITH SCH. 80 PVC SOLVENT WELD MAINLINE FITTINGS. (TYPICAL)

EXISTING REMOTE CONTROL VALVE KEY



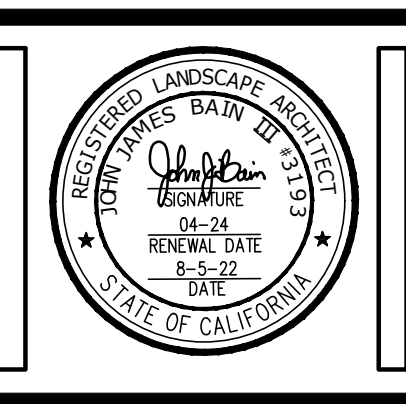
NEW REMOTE CONTROL VALVE KEY



IRRIGATION SLEEVING SCHEDULE

ALL SLEEVES TO BE INSTALLED 24" BELOW GRADE	
MAINLINE OR LATERAL PIPE SIZE	SLEEVE SIZE REQUIRED
3/4" SCH. 40 PVC	2" SCH. 40 PVC
1" SCH. 40 PVC	2" SCH. 40 PVC
1 1/4" SCH. 40 PVC	2 1/2" SCH. 40 PVC
1 1/2" SCH. 40 PVC	3" CLASS 200 PVC
2" CLASS 315 / SCH. 40 PVC	4" CLASS 200 PVC
2 1/2" CLASS 315 / SCH. 40 PVC	4" CLASS 200 PVC
3" CLASS 315 / SCH. 40 PVC	6" CLASS 200 PVC

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TWO WORKING DAYS BEFORE YOU DIG



REVISIONS

NO.	DATE	BY	DESCRIPTION

CLIENT  
**MIRACLE LEAGUE OF THE 805**  
2310 PONDEROSA DRIVE  
SUITE 21  
CAMARILLO, CALIFORNIA 93010

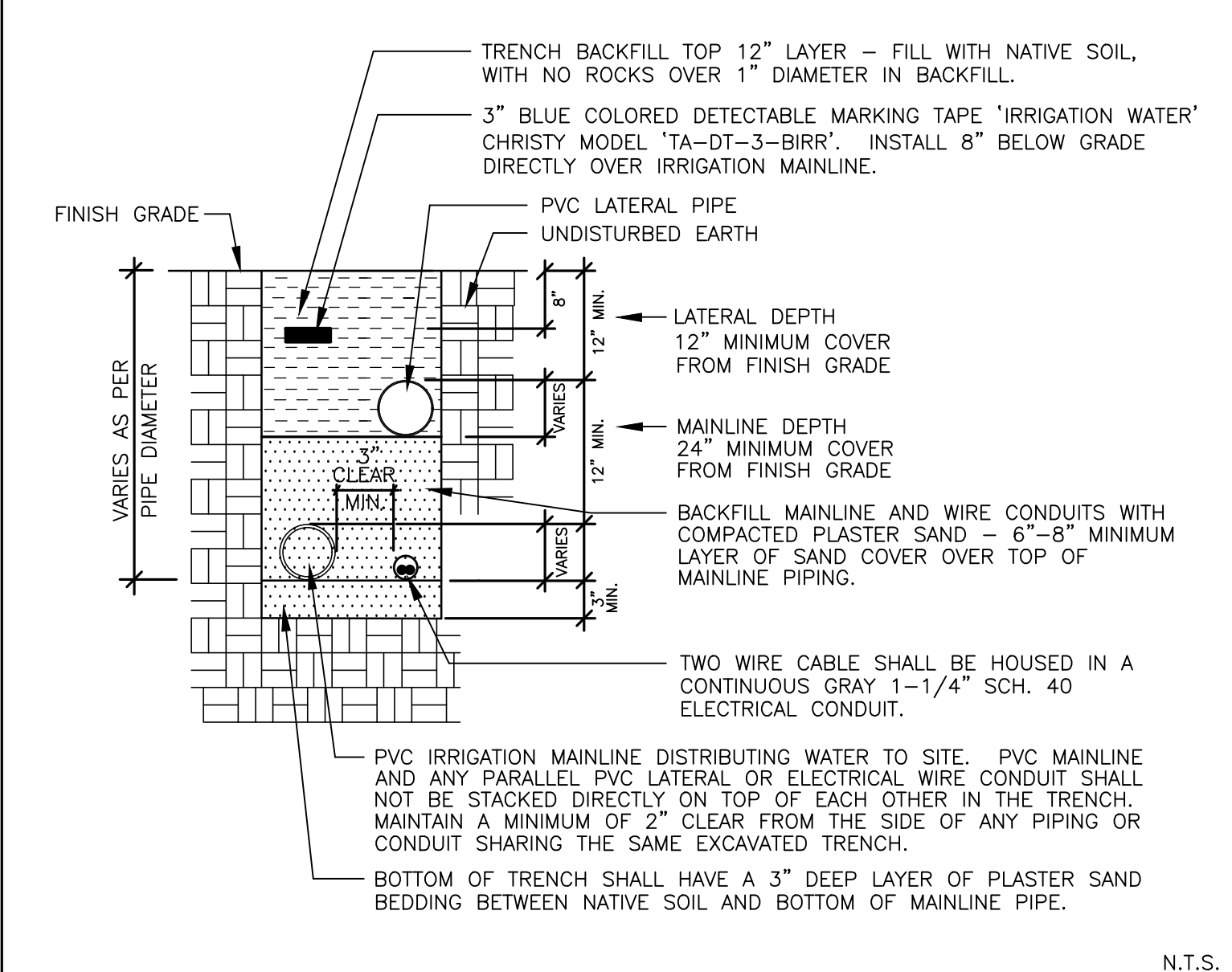
PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
FREEDOM PARK  
CAMARILLO, CA.

SHEET TITLE:  
**IRRIGATION LEGEND & NOTES**

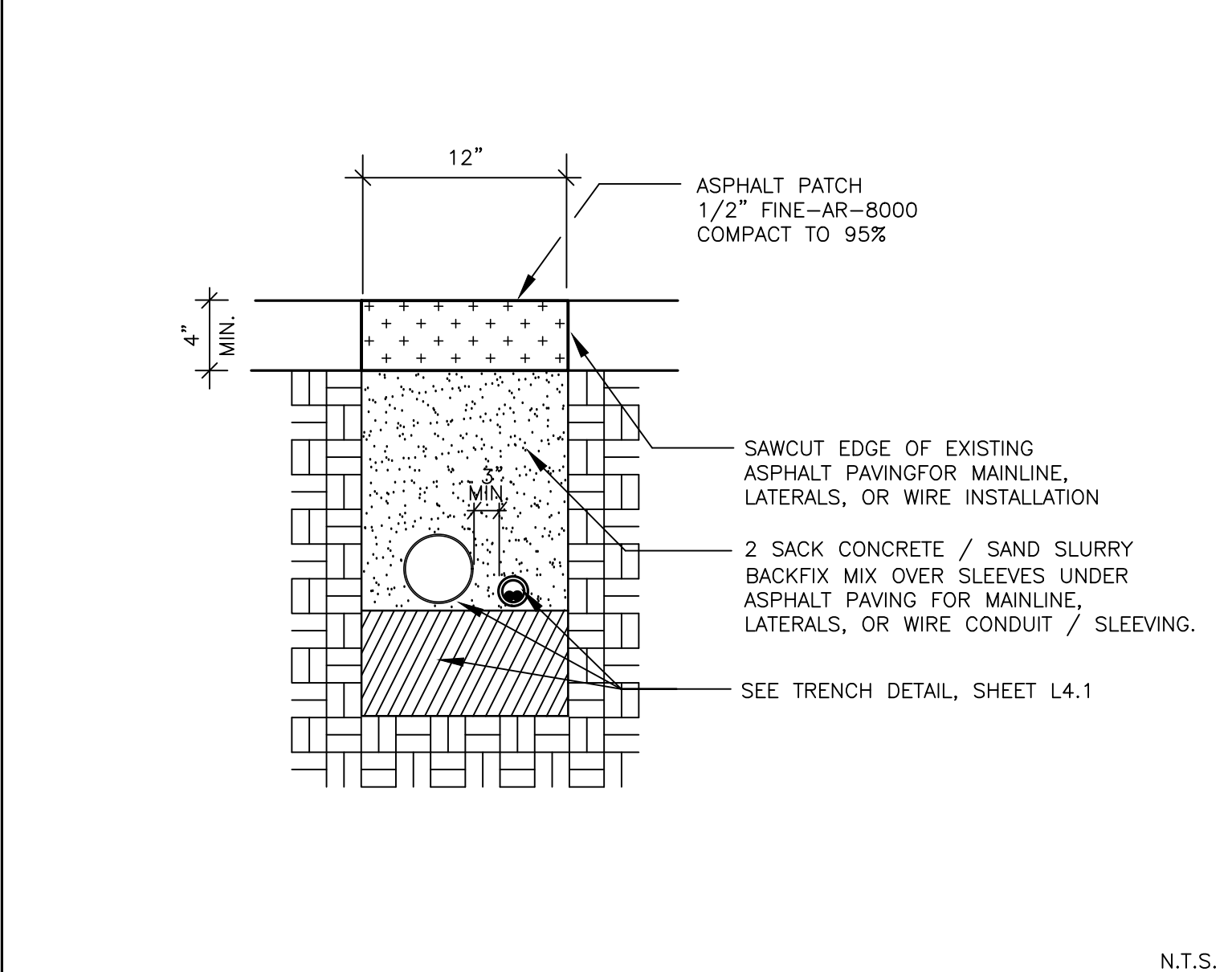
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LANDSCAPE ARCHITECTS, INC.  
459 NORTH VENTURA AVE., VENTURA CA 93001  
(805) 642-3641 FAX (805) 653-7874  
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DRAWING  
DRAWN: \_\_\_\_\_  
CITY SUBMITTAL: 8-5-22  
BID DATE 10-12-22  
CONSTRUCTION 10-12-22  
DRAWING  
**L4.2**  
SHEET 12 OF 14  
PROJECT NO. 20.16  
181/570

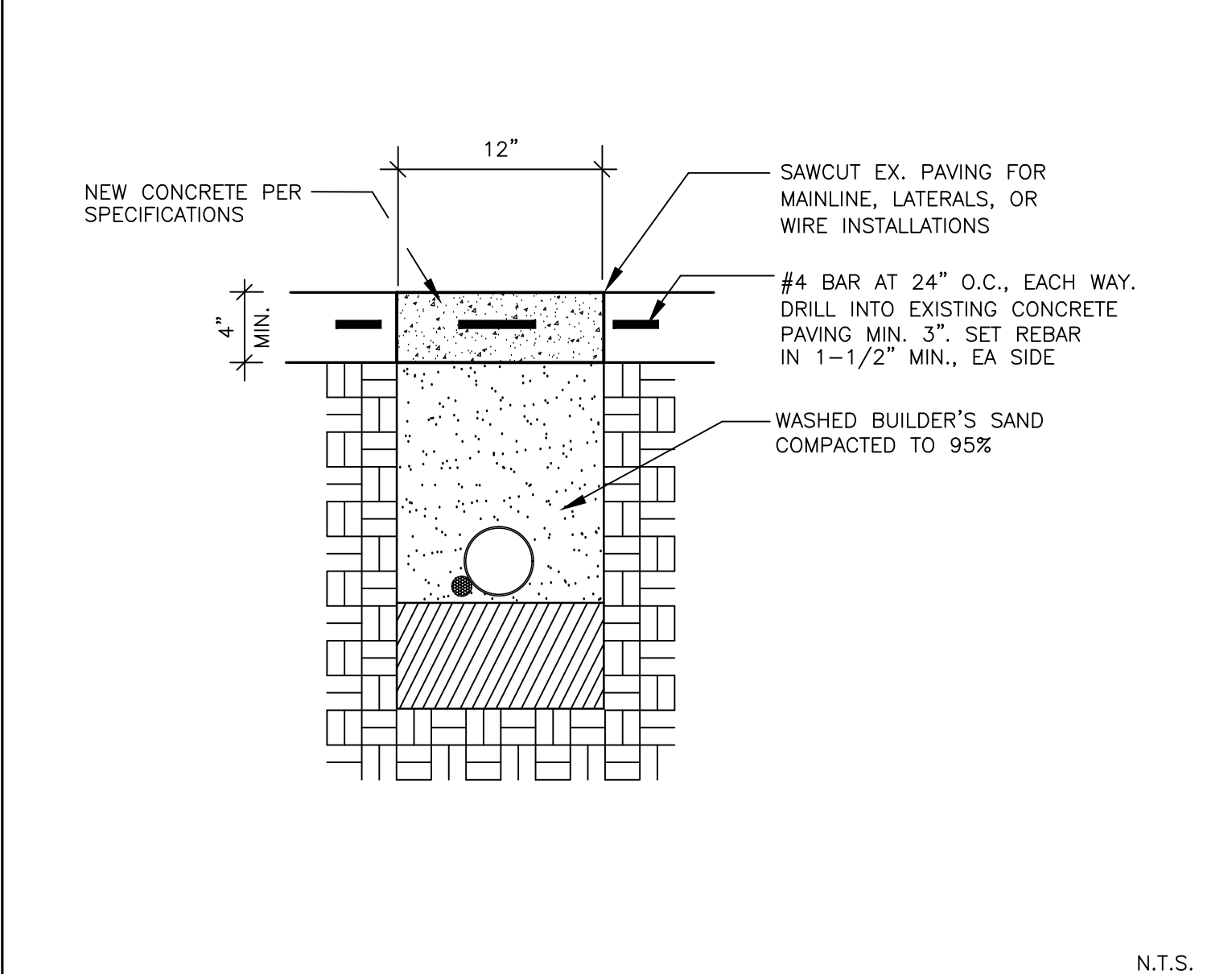




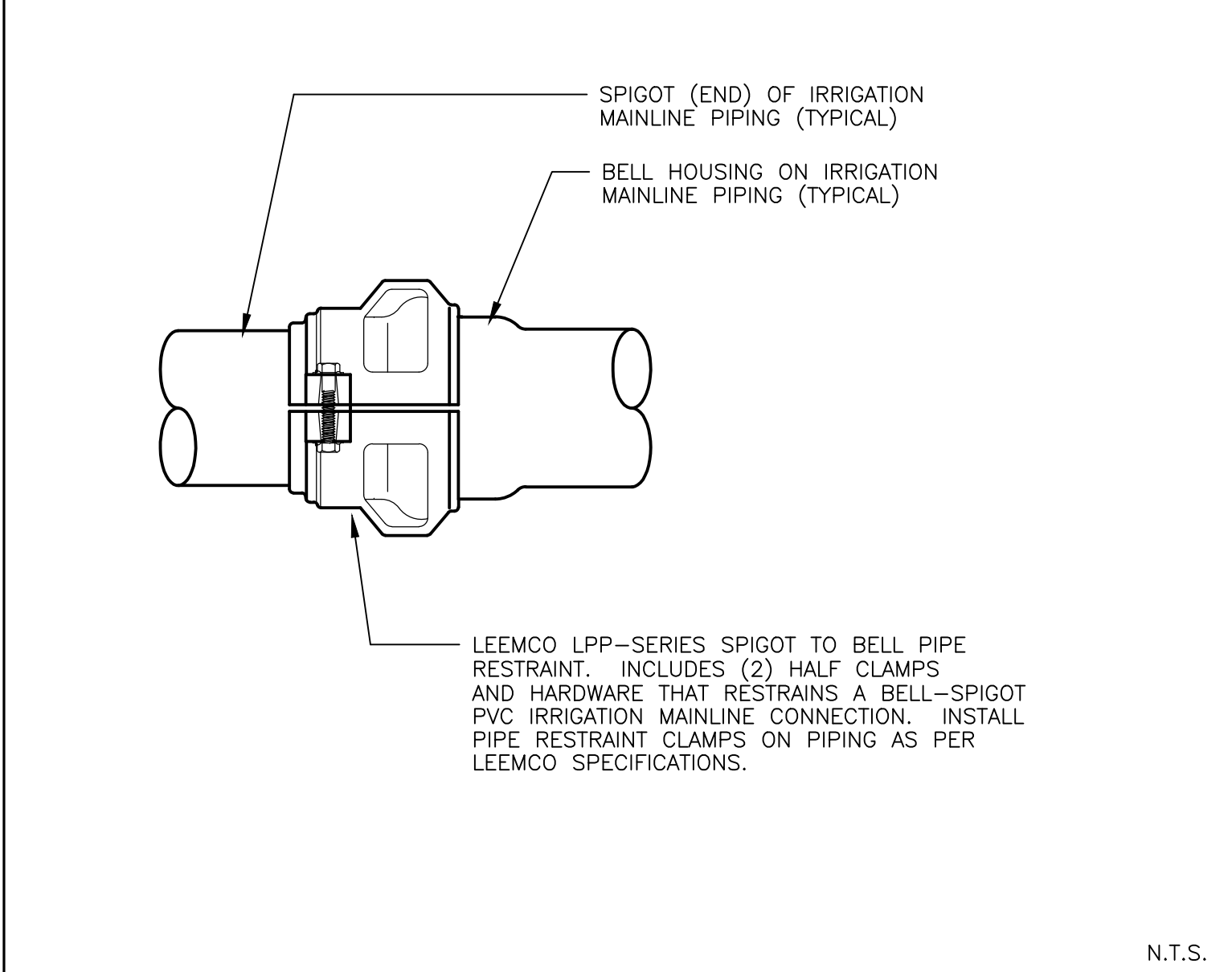
1 IRRIGATION PIPE AND CONDUIT TRENCH SECTION N.T.S.



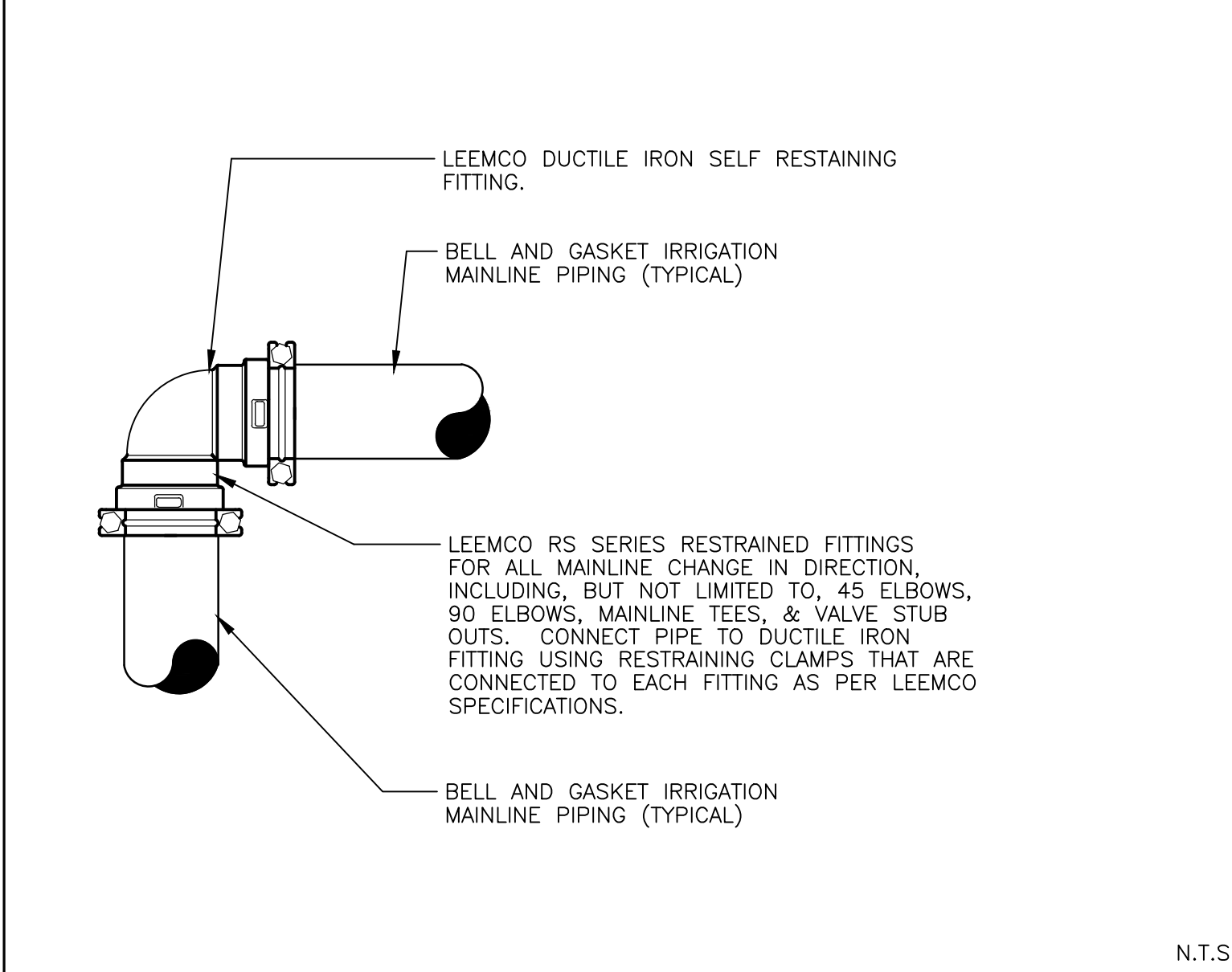
2 TRENCH WITH ASPHALT CUT N.T.S.



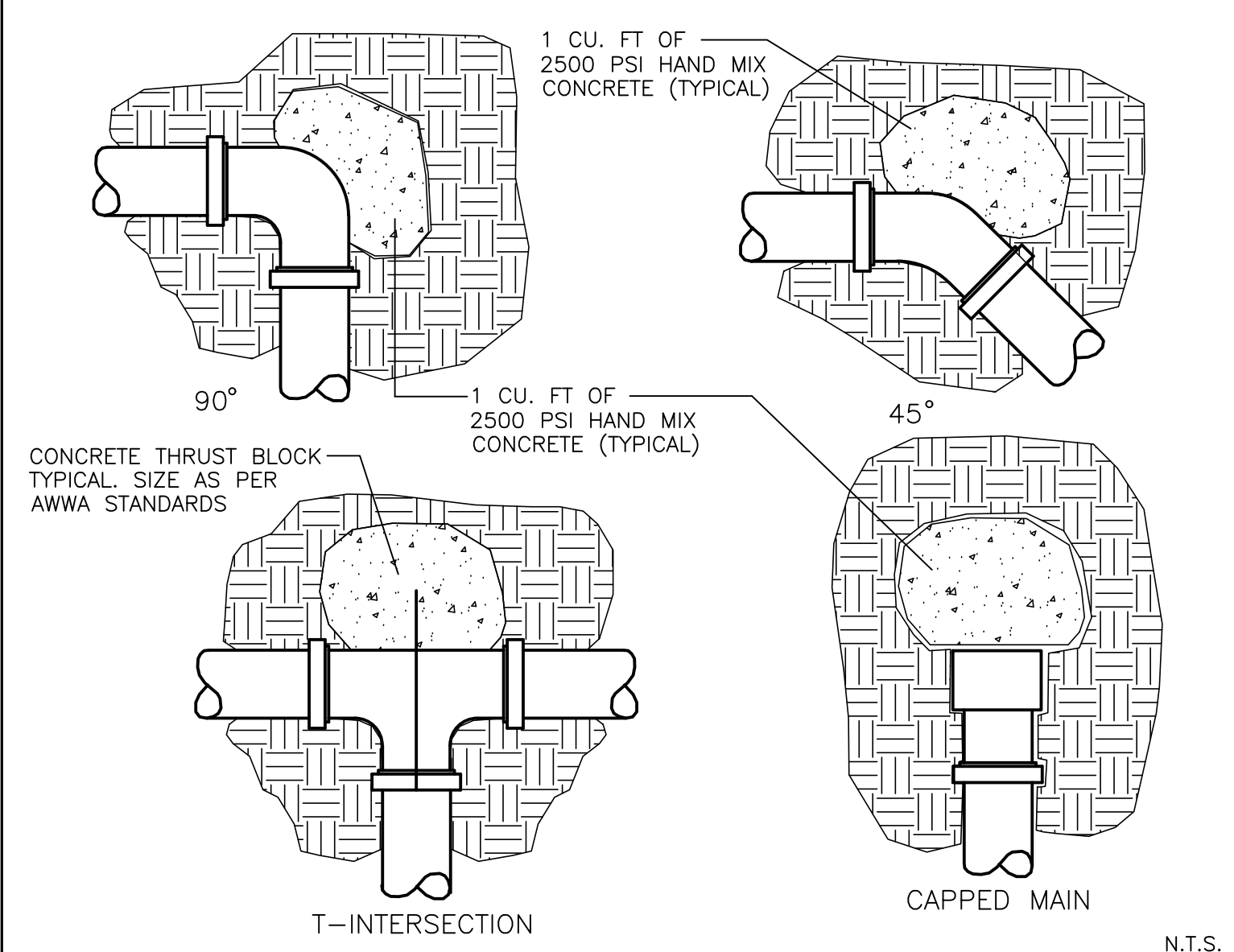
3 TRENCH WITH CONCRETE SIDEWALK CUT N.T.S.



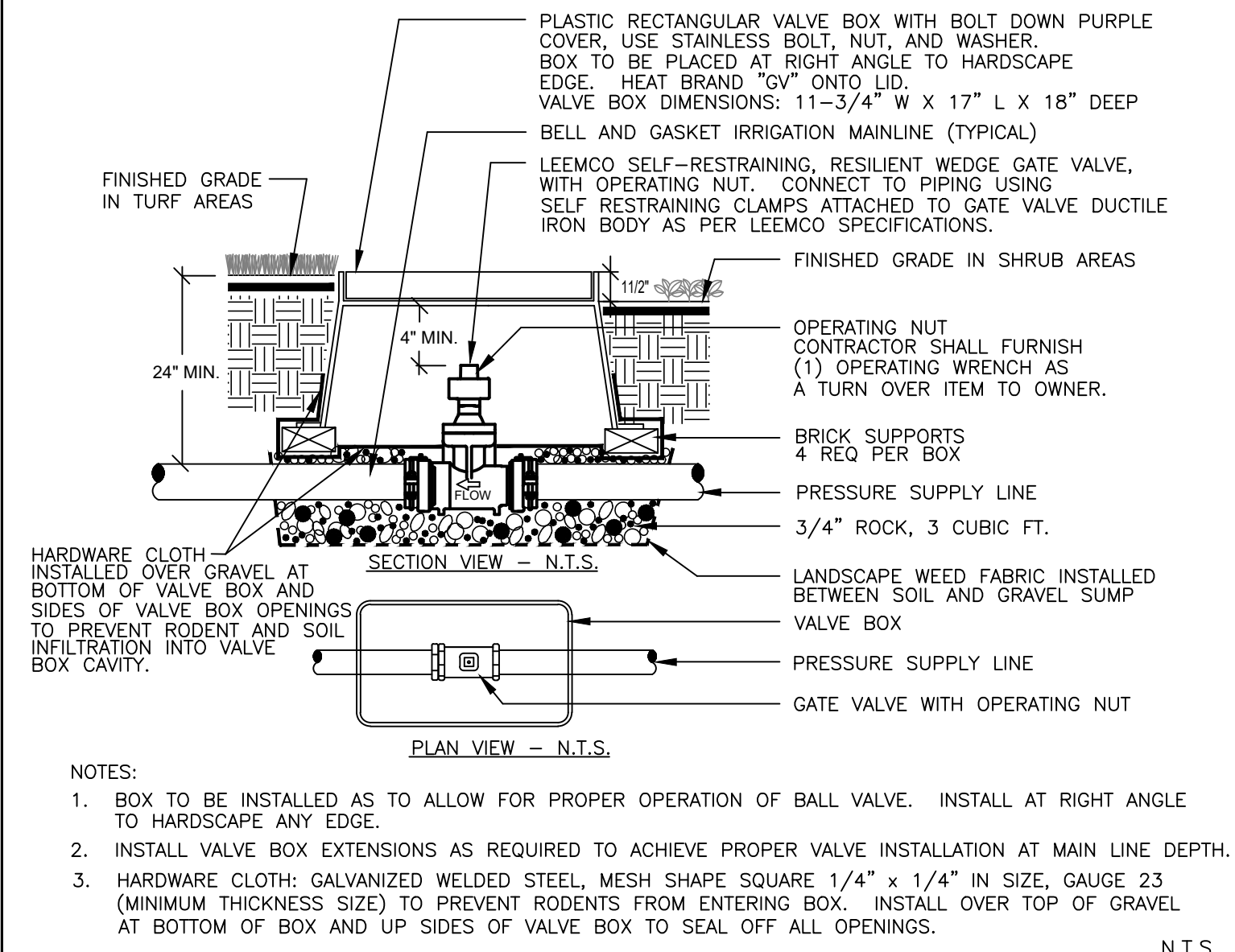
4 LEEMCO SPIGOT TO BELL PIPE JOINT RESTRAINT N.T.S.



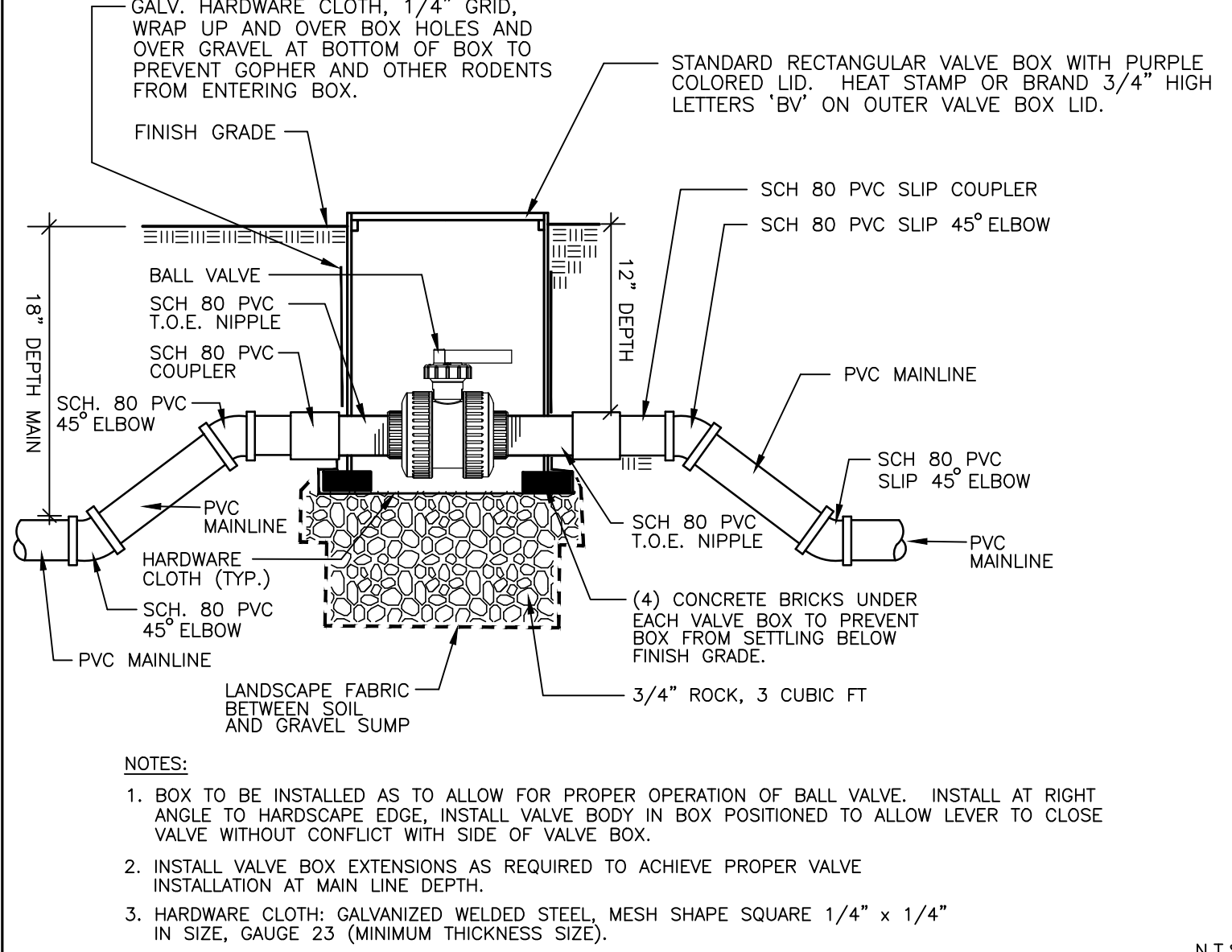
5 LEEMCO PIPE TO FITTING RESTRAINTS N.T.S.



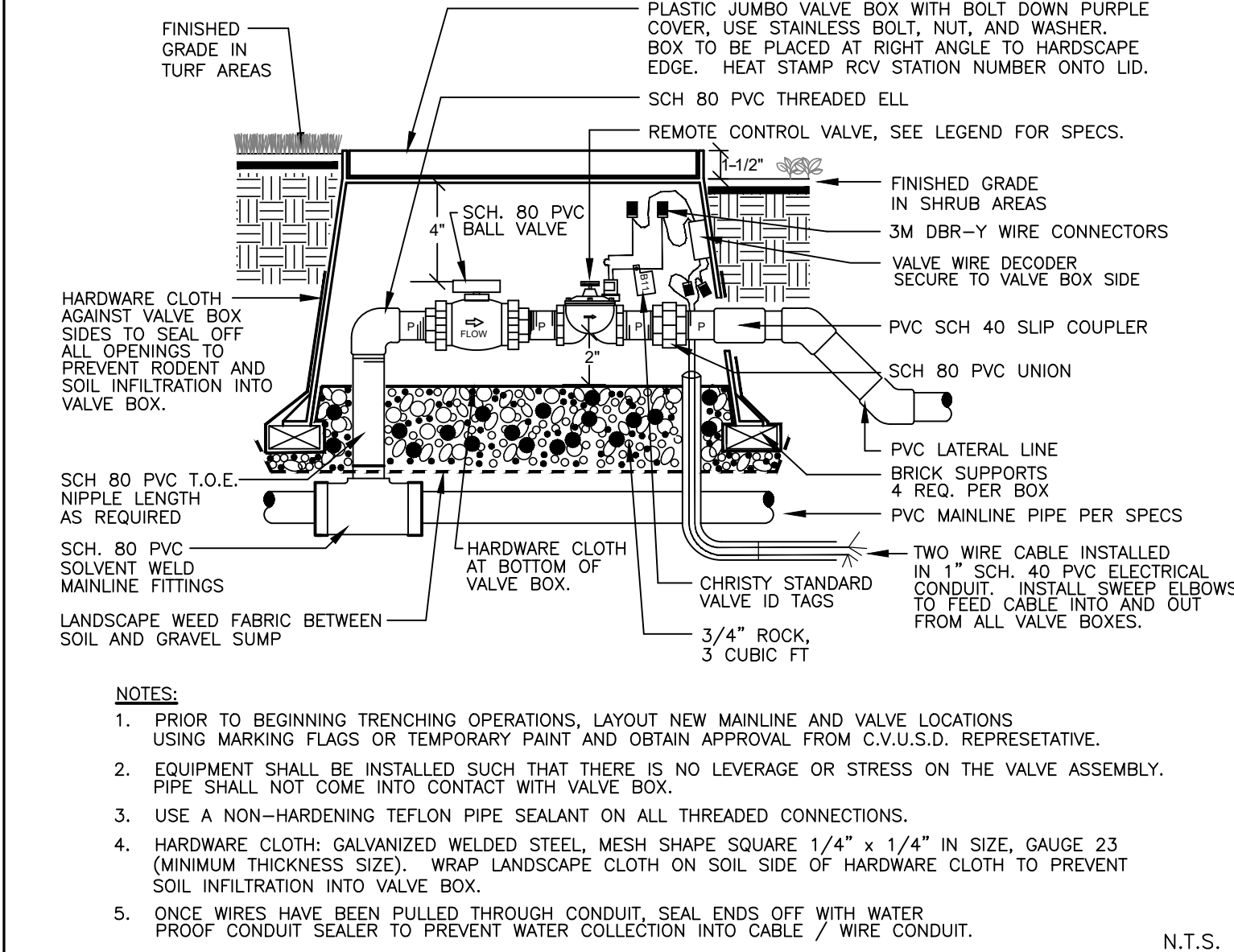
6 CONCRETE THRUST BLOCK ON MAINLINE N.T.S.



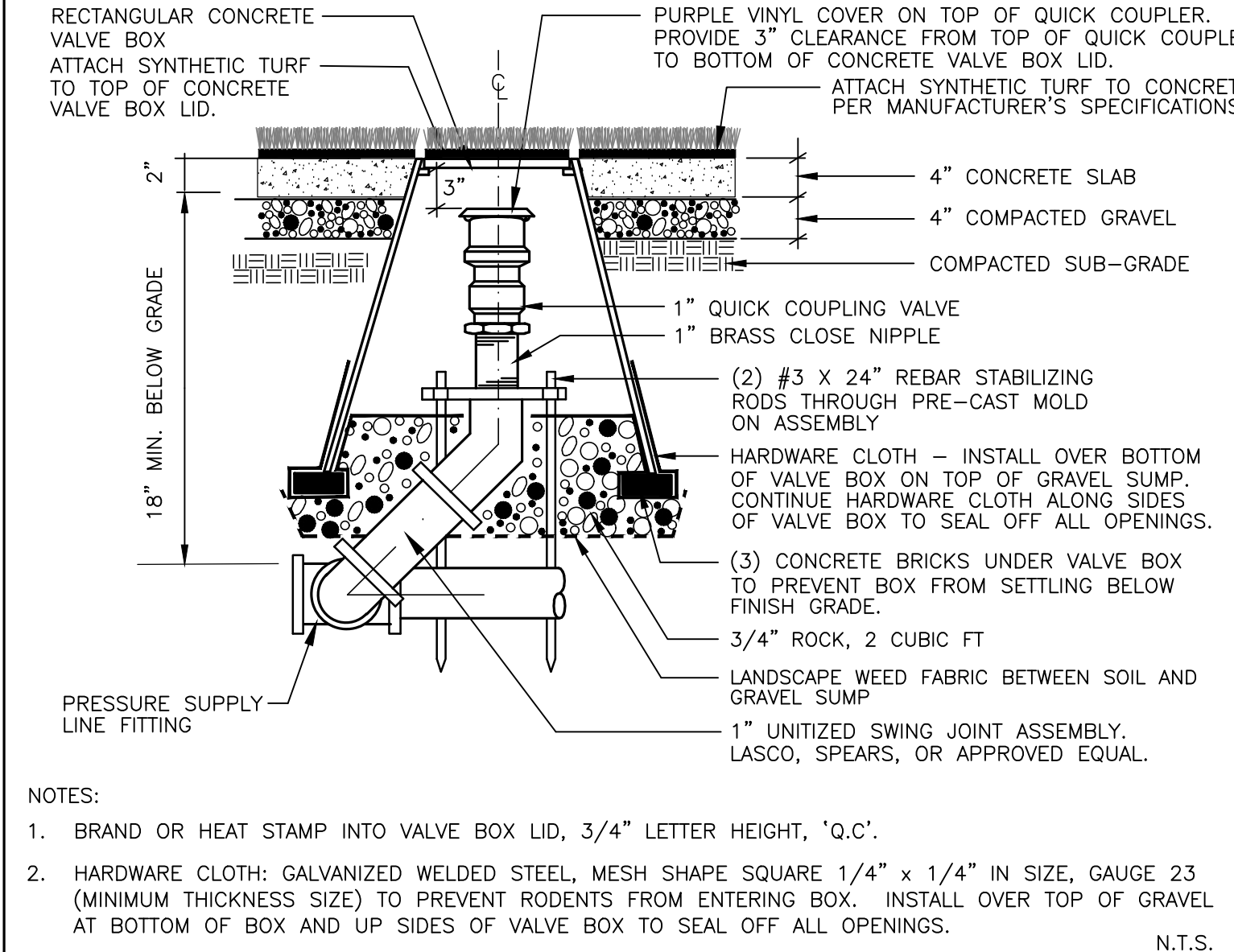
7 DUCTILE IRON GATE VALVE N.T.S.



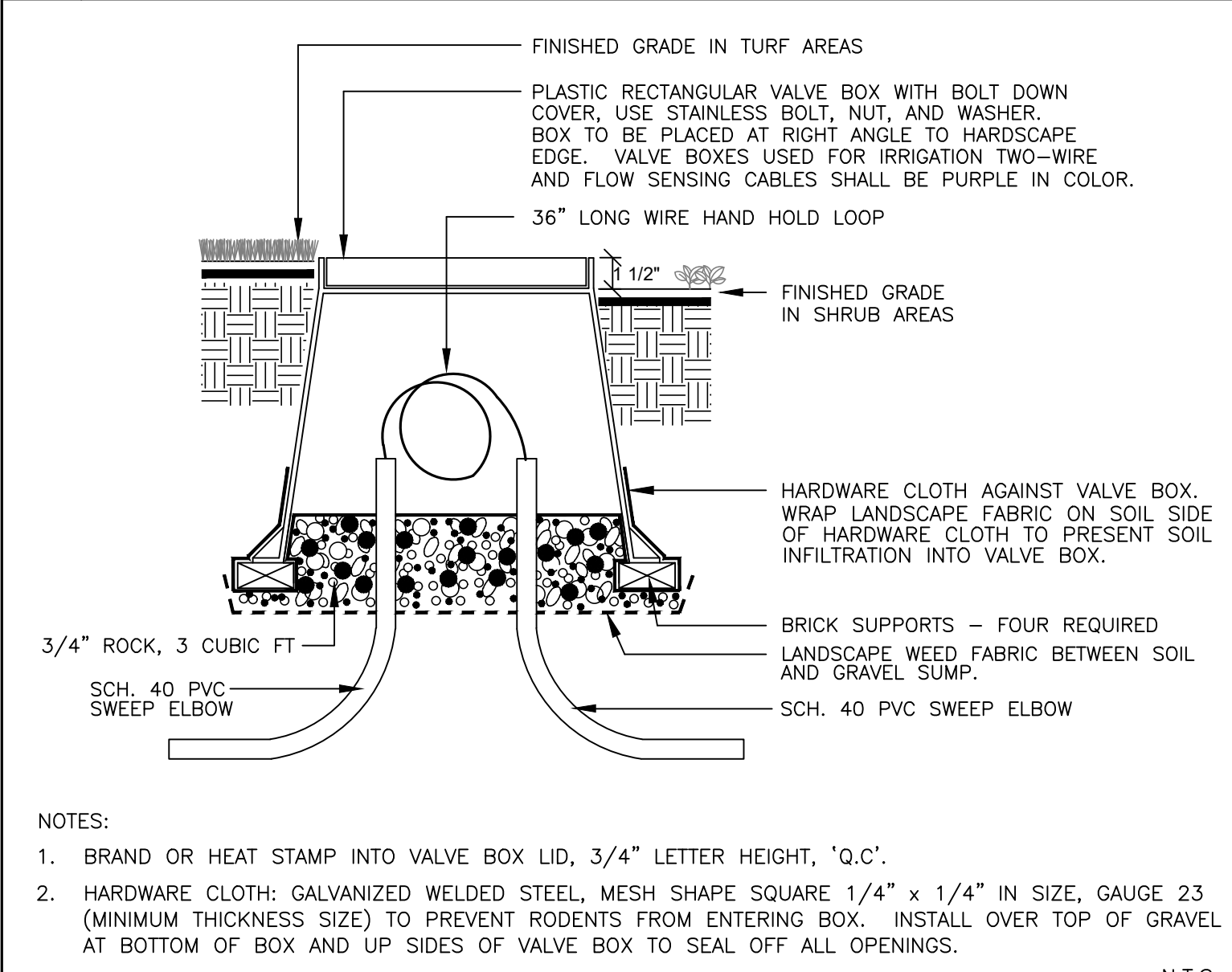
8 SCH. 80 PVC BALL VALVE ON IRRIGATION MAINLINE NOT TO SCALE N.T.S.



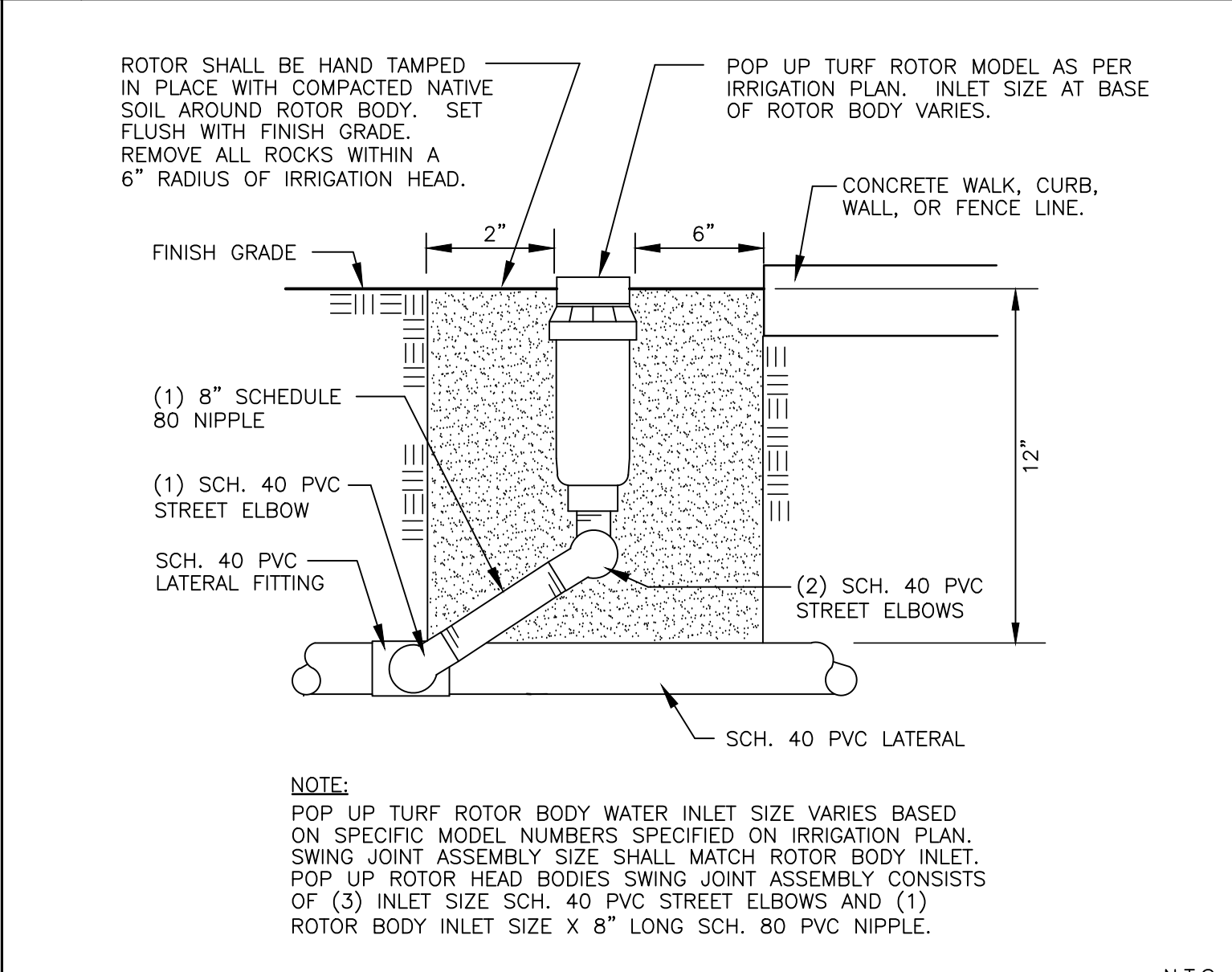
9 REMOTE CONTROL VALVE N.T.S.



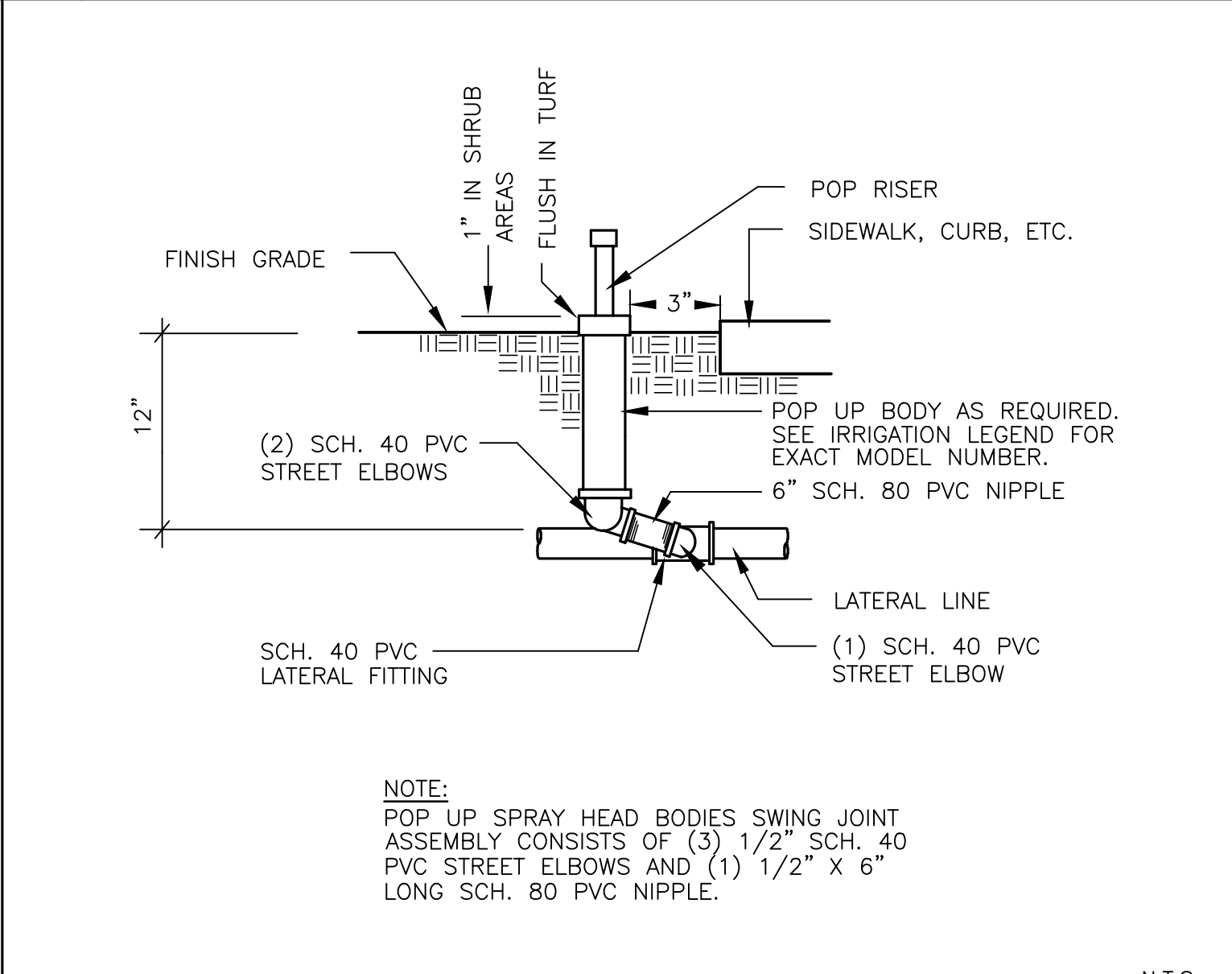
10 QUICK COUPLER IN CONCRETE VALVE BOX WITHIN SYNTHETIC TURF FIELD N.T.S.



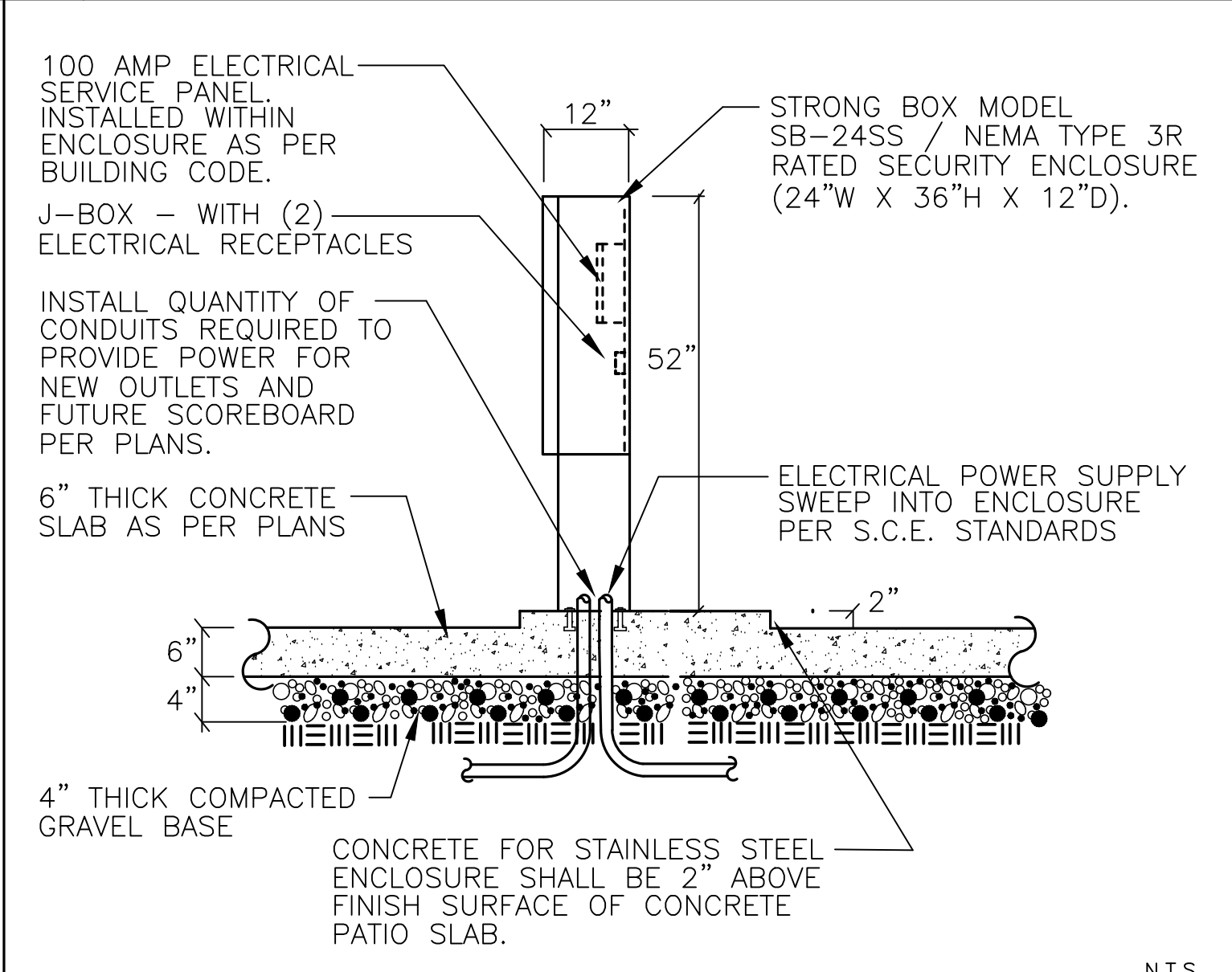
11 TWO WIRE OR FLOW SENSING CABLE PULL BOX N.T.S.



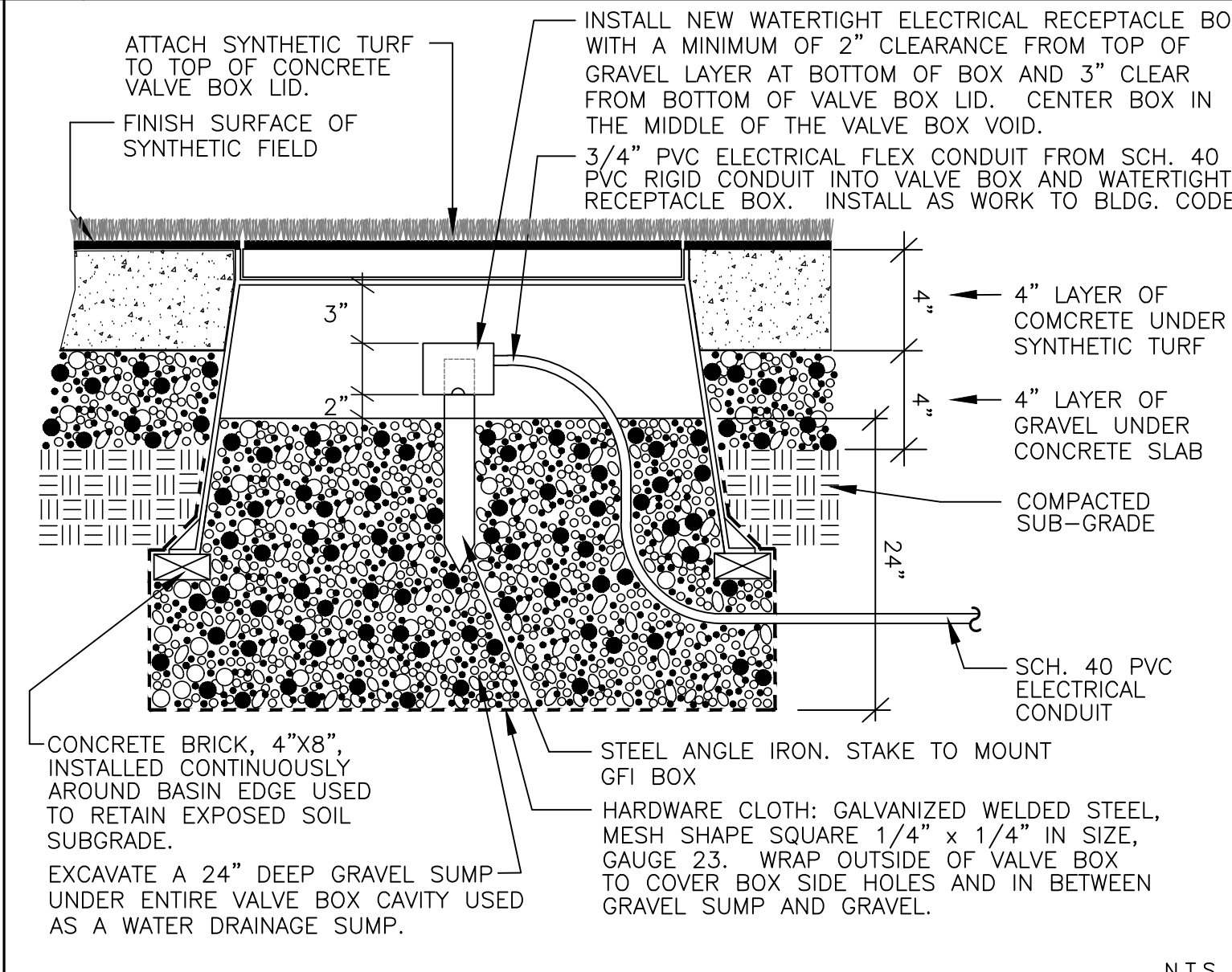
12 POP UP TURF ROTOR N.T.S.



13 POP UP SPRAY HEAD OR ROTATOR HEAD N.T.S.



14 ELECTRICAL PEDESTAL AND PANEL N.T.S.



15 WATERTIGHT ELECTRICAL GFI RECEPTACLE IN A CONCRETE VALVE BOX N.T.S.

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TWO WORKING DAYS BEFORE YOU DIG



REVISIONS			
NO.	DATE	BY	DESCRIPTION

CLIENT  
**MIRACLE LEAGUE OF THE 805**  
2310 PONDEROSA DRIVE  
SUITE 21  
CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
FREEDOM PARK  
CAMARILLO, CA.

SHEET TITLE:  
**LANDSCAPE DETAILS**

**JORDAN, GILBERT & BAIN**  
LANDSCAPE ARCHITECTS, INC.  
459 NORTH VENTURA AVE., VENTURA CA 93001  
(805) 642-3641 FAX (805) 653-7874  
Jordan, Gilbert & Bain Landscape Architects, Inc. © 2018

DRAWN: \_\_\_\_\_ DRAWING  
CITY SUBMITTAL: 8-5-22  
L4.3  
SHEET 13 OF 14  
PROJECT NO. 20.16  
CONSTRUCTION 10-12-22  
182/570



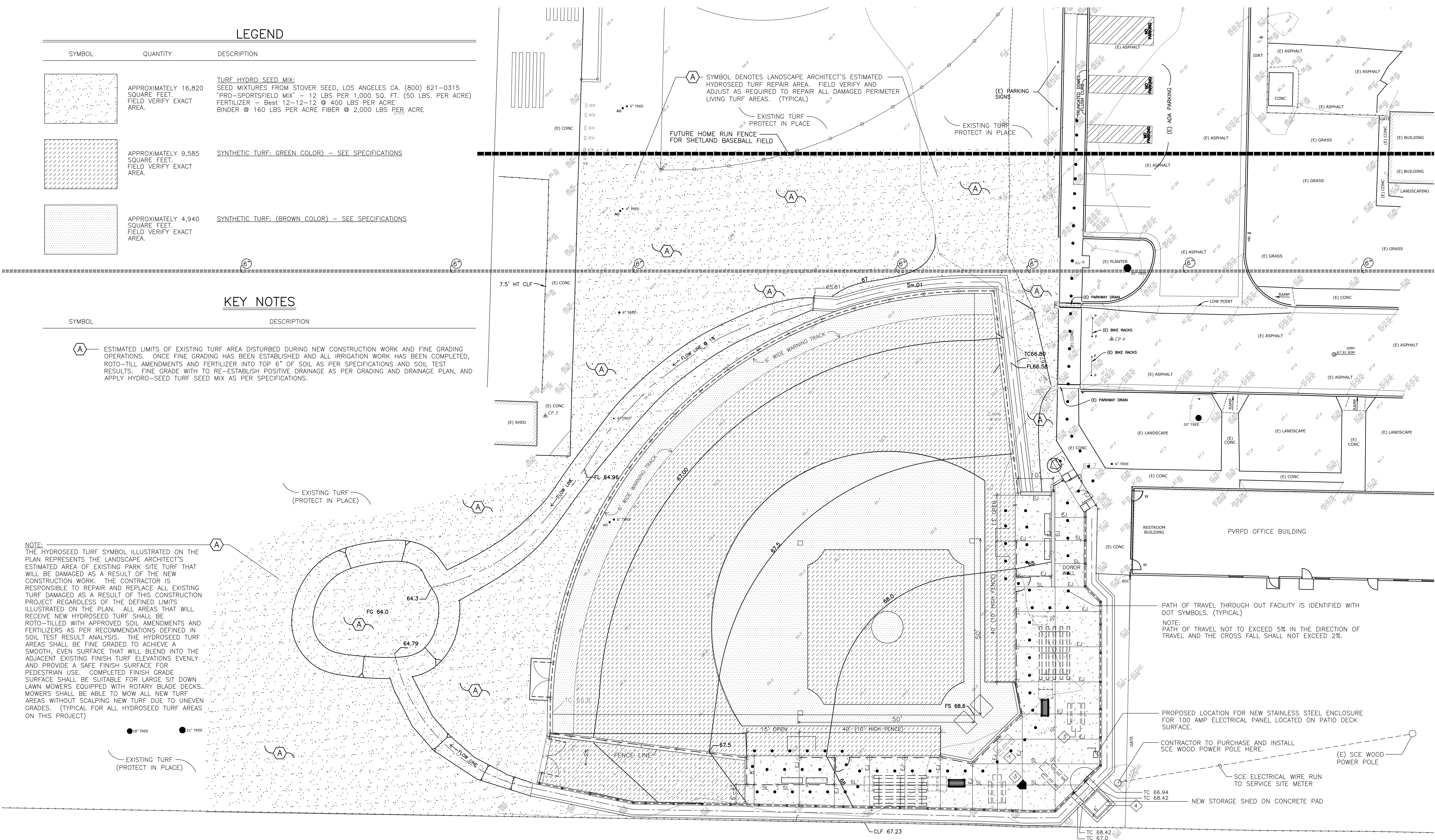
**LEGEND**

SYMBOL	QUANTITY	DESCRIPTION
	APPROXIMATELY 16,820 SQUARE FEET. FIELD VERIFY EXACT AREA.	TURF HYDRO SEED MIX: SEED MIXTURES FROM STOVER SEED, LOS ANGELES CA. (800) 621-0315 'PRO-SPORTSFIELD MIX' - 12 LBS PER 1,000 SQ. FT. (50 LBS. PER ACRE) FERTILIZER - Best 12-12-12 @ 400 LBS PER ACRE BINDER @ 160 LBS PER ACRE FIBER @ 2,000 LBS PER ACRE
	APPROXIMATELY 9,585 SQUARE FEET. FIELD VERIFY EXACT AREA.	SYNTHETIC TURF: (GREEN COLOR) - SEE SPECIFICATIONS
	APPROXIMATELY 4,940 SQUARE FEET. FIELD VERIFY EXACT AREA.	SYNTHETIC TURF: (BROWN COLOR) - SEE SPECIFICATIONS

**KEY NOTES**

SYMBOL	DESCRIPTION
	ESTIMATED LIMITS OF EXISTING TURF AREA DISTURBED DURING NEW CONSTRUCTION WORK AND FINE GRADING OPERATIONS. ONCE FINE GRADING HAS BEEN ESTABLISHED AND ALL IRRIGATION WORK HAS BEEN COMPLETED, ROTO-TILL AMENDMENTS AND FERTILIZER INTO TOP 6" OF SOIL AS PER SPECIFICATIONS AND SOIL TEST RESULTS. FINE GRADE WITH TO RE-ESTABLISH POSITIVE DRAINAGE AS PER GRADING AND DRAINAGE PLAN, AND APPLY HYDRO-SEED TURF SEED MIX AS PER SPECIFICATIONS.

**NOTE:**  
THE HYDROSEED TURF SYMBOL ILLUSTRATED ON THE PLAN REPRESENTS THE LANDSCAPE ARCHITECT'S ESTIMATED AREA OF EXISTING PARK SITE TURF THAT WILL BE DAMAGED AS A RESULT OF THE NEW CONSTRUCTION WORK. THE CONTRACTOR IS RESPONSIBLE TO REPAIR AND REPLACE ALL EXISTING TURF DAMAGED AS A RESULT OF THIS CONSTRUCTION PROJECT REGARDLESS OF THE DEFINED LIMITS ILLUSTRATED ON THE PLAN. ALL AREAS THAT WILL RECEIVE NEW HYDROSEED TURF SHALL BE ROTO-TILLED WITH APPROVED SOIL AMENDMENTS AND FERTILIZERS AS PER RECOMMENDATIONS DEFINED IN SOIL TEST RESULT ANALYSIS. THE HYDROSEED TURF AREAS SHALL BE FINE GRADED TO ACHIEVE A SMOOTH, EVEN SURFACE THAT WILL BLEND INTO THE ADJACENT EXISTING FINISH TURF ELEVATIONS EVENLY AND PROVIDE A SAFE FINISH SURFACE FOR PEDESTRIAN USE. COMPLETED FINISH GRADE SURFACE SHALL BE SUITABLE FOR LARGE SIT DOWN LAWN MOWERS EQUIPPED WITH ROTARY BLADE DECKS. MOWERS SHALL BE ABLE TO MOW ALL NEW TURF AREAS WITHOUT SCALPING NEW TURF DUE TO UNEVEN GRADES. (TYPICAL FOR ALL HYDROSEED TURF AREAS ON THIS PROJECT)



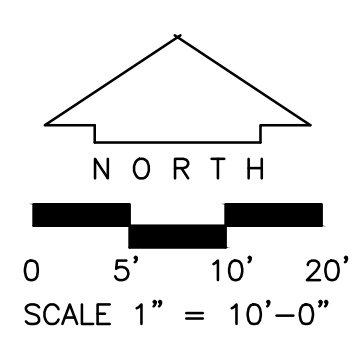
PATH OF TRAVEL THROUGH OUT FACILITY IS IDENTIFIED WITH DOT SYMBOLS. (TYPICAL)  
NOTE:  
PATH OF TRAVEL NOT TO EXCEED 5% IN THE DIRECTION OF TRAVEL AND THE CROSS FALL SHALL NOT EXCEED 2%.

PROPOSED LOCATION FOR NEW STAINLESS STEEL ENCLOSURE FOR 100 AMP ELECTRICAL PANEL LOCATED ON PATIO DECK SURFACE.

CONTRACTOR TO PURCHASE AND INSTALL SCE WOOD POWER POLE HERE.

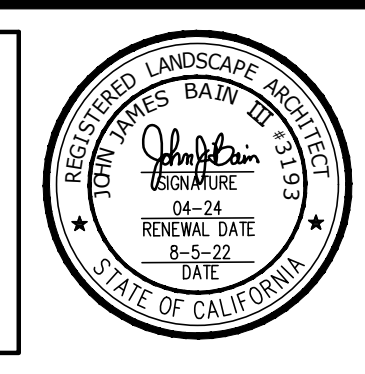
SCE ELECTRICAL WIRE RUN TO SERVICE SITE METER

NEW STORAGE SHED ON CONCRETE PAD



THESE DRAWINGS, SPECIFICATIONS AND DESIGNS ARE INSTRUMENTS OF PROFESSIONAL SERVICES AND AS SUCH ARE THE PROPERTY OF JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC. REPRODUCTION OR OTHER USE NOT AUTHORIZED BY JORDAN, GILBERT & BAIN IS PROHIBITED WITHOUT WRITTEN APPROVAL.

**UNDERGROUND SERVICE ALERT**  
CALL BEFORE YOU DIG  
CALL TOLL FREE 1-800-227-2600  
TWO WORKING DAYS BEFORE YOU DIG



REVISIONS			
NO.	DATE	BY	DESCRIPTION

CLIENT  
**MIRACLE LEAGUE OF THE 805**  
2310 PONDEROSA DRIVE  
SUITE 21  
CAMARILLO, CALIFORNIA 93010

PROJECT:  
**MIRACLE LEAGUE BASEBALL FIELD**  
FREEDOM PARK  
CAMARILLO, CA.

SHEET TITLE:  
**PLANTING PLAN**

**JORDAN, GILBERT & BAIN**  
LANDSCAPE ARCHITECTS, INC.  
450 NORTH VENTURA AVE., VENTURA CA 93001  
(805) 642-3641 FAX (805) 653-7874  
Jordan, Gilbert & Bain Landscape Architects, Inc. © 2018

DRAWN: JB  
CITY SUBMITTAL: 8-5-22  
BID DATE: 10-12-22  
CONSTRUCTION: 10-12-22

DRAWING  
**L5.1**  
SHEET 14 OF 14  
PROJECT No. 20.16



## City of Camarillo

Building and Safety Department  
 601 Carmen Drive  
 Camarillo, California 93010  
 805-388-5395 • fax 805-388-5393  
 Email – [bldgsafe@cityofcamarillo.org](mailto:bldgsafe@cityofcamarillo.org)

### CONSTRUCTION PERMIT APPLICATION

#### **#1 IDENTIFY YOUR BUILDING PROJECT**

Property Location or Address: \_\_\_\_\_

**This permit is to be issued in the name of the ( ) Licensed Contractor or ( ) the Property Owner as the permit holder of record who will be responsible and liable for the construction.**

Property Owner Information: Name: \_\_\_\_\_ Tel. No: \_\_\_\_\_

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

Licensed Design Professional (Architect or Engineer in charge of the project) Information:

Name: \_\_\_\_\_ License No: \_\_\_\_\_ Tel No: \_\_\_\_\_

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

**DESCRIPTION OF WORK TO BE PERFORMED:** \_\_\_\_\_

#### **#2 IDENTIFY WHO WILL PERFORM THE WORK (COMPLETE SECTION 2A OR 2B)**

##### **2A: CALIFORNIA LICENSED CONTRACTOR'S DECLARATION**

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Company Name: \_\_\_\_\_

Contractor Names & Address: \_\_\_\_\_

License Class & No: \_\_\_\_\_ Contractor Signature: \_\_\_\_\_

JOB SITE CONTACT NAME & No: \_\_\_\_\_

##### **2B: OWNER-BUILDER'S DECLARATION**

I hereby affirm under penalty of perjury that I am exempt from the Contractors' State License Law for the reason(s) indicated below by the checkmark(s) I have placed next to the applicable item(s) (Section 7031.5, Business and Professions Code: Any city or county that requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt from licensure and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).)

**( ) I, as owner of the property, or my employees with wages as their sole compensation, will do ( ) all of or ( ) portions of the work, and the structure is not intended or offered for sale (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who, through employees' or personal effort, builds or improves the property, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the Owner-Builder will have the burden of proving that it was not built or improved for the purpose of sale.).**

**I, as owner of the property, am exclusively contracting with licensed Contractors to construct the project** (Section 7044, Business and Professions Code: The contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who contracts for the projects with a licensed Contractor pursuant to the Contractors' State License Law.)

**I am exempt from licensure under the Contractors' State License Law for the following reason:**

By my signature below I acknowledge that, except for my personal residence in which I must have resided for at least one year prior to completion of the improvements covered by this permit, I cannot legally sell a structure that I have built as an owner-builder if it has not been constructed in its entirety by licensed contractors. I understand that a copy of the applicable law, Section 7044 of the Business and Professions Code, is available upon request when this application is submitted or at the following Web Site: <http://leginfo.legislature.ca.gov>

Property Owner or Authorized Agent Name: \_\_\_\_\_

Property Owner or Authorized Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**#3 IDENTIFY WORKERS' COMPENSATION COVERAGE & LENDING AGENCY**

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

**I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations** as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. Policy No: \_\_\_\_\_

**I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier: \_\_\_\_\_ Policy No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**I certify that, in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California**, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

**DECLARATION REGARDING CONSTRUCTION LENDING AGENCY**

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civil Code).

Lenders Name and Address: \_\_\_\_\_

**#4 DECLARATION BY CONSTRUCTION PERMIT APPLICANT**

By my signature below, I certify to each of the following:

**I am  a California licensed contractor or  the property owner\* or  authorized to act on the property owner's behalf\*\*.**

I have read this construction permit application and the information I have provided is correct.  
I agree to comply with all applicable city and county ordinances and state laws relating to building construction.  
I authorize representatives of this city or county to enter the above- identified property for inspection purposes.

\*Requires separate verification form

California Licensed Contractor, Property Owner\* or Authorized Agent\*\*\*Requires separate authorization form

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





701 Del Norte, Suite 355  
 Oxnard, CA 93030  
 Ph: (805) 604-1104  
 Fx: (805) 604-1133

To: Miracle League Of The 805  
 2310 Ponderosa Dr., Suite 21  
 Camarillo, CA 93010

From: Al Lowe, President

Date: August 16, 2022

RE: Preliminary estimate for Miracle League Baseball Field at Freedom Park, Camarillo.

This estimate is based on the preliminary plans drawn by Jordan, Gilbert & Bain Landscape Architects Inc. and reflects our interpretation of the scope of work and the selection of materials.

### CONSTRUCTION ESTIMATE

	Allowances	Contract
Architectural and engineering, permits and fees		NIC
Structural observations- Allowance	4,000.00	
Site prep & mobilization		10,000.00
Temporary facilities		3,000.00
Clear & grub, grass and misc trees		15,000.00
Haul debris- Allowance	10,000.00	
Grading		40,000.00
BMPS- allowance	8,000.00	
6x8 TUFF SHED	4,500.00	
Sign over entry gate- Allowance	10,000.00	
Electrical		26,950.00
Steel- entry gate- Allowance	7,500.00	
Fencing- 6' perimeter, drainage ditch, dugouts and backstop		131,000.00
Concrete flat work 3,646 sf.		44,792.00
Masonry- Backstop & Dugout & Entry Columns 77LF + columns		24,520.00
Concrete draining ditches 127 LF.- Allowance	42,900.00	
Tree Removal and Stump grinding (21)		32,760.00
Concrete for turf support 15,430 sf.		170,502.00
Trash cans (4)- Allowance	5,000.00	
Dewatering- Allowance	15,000.00	
Saw cut & removal		3,000.00
Painting- Labor		6,500.00

186,570

Painting- Materials		1,500.00
Bleachers		29,000.00
Benches In dugout- Allowance	4,000.00	
Flag Pole		7,000.00
Synthetic Turf 15,430 sf.		195,575.00
Equipment/Tools		2,500.00
Site irrigation repair- Allowance	30,000.00	
Hydroseeding- Allowance	20,000.00	
Construction labor & cleanup		10,800.00
Final cleanup		3,000.00
Dumpster		2,500.00
Supervision		15,000.00
Insurance- 1.8%	2,815.20	13,948.18
Profit- 5%, OH- 10%	23,282.28	118,327.08
Sub- Totals	186,997.48	907,174.26
<b>GRAND TOTAL</b>		<b>\$1,094,171.74</b>

\* Estimate good for 30 days.



701 Del Norte, Suite 355  
 Oxnard, CA 93030  
 Ph: (805) 604-1104  
 Fx: (805) 604-1133

To:

From: Al Lowe, President

Date: August 16, 2022

RE:

We are pleased to submit the following estimate to remodel your \_\_\_\_\_ at the above referenced address. This estimate is based on our job walk with you and reflects our interpretation of the scope of work and the selection of materials.

Please review our cost breakdown paying particular attention to the allowances and what we have included. We have not included any costs for plans, permits, engineering or special inspections. We would be delighted to discuss this estimate in detail with you and make sure it meets your budget and expectations. Do not hesitate to call with any questions.

**CONSTRUCTION ESTIMATE**

	Allowances	Contract
Architectural and engineering, permits and fees		NIC
Site prep & mobilization		
Temporary facilities		
Demolition		
Haul debris		
Grading		
Framing- Labor		
Framing- Materials		
Insulation		
Electrical		
Electrical fixtures- Allowance		
Structural steel		
Fencing		
Concrete		
Masonry		
Concrete patching		
Stucco patch & new		
Plumbing		

Plumbing fixtures- Allowance		
Hot mop		
Drywall		
Saw cut & removal		
Glass blocks		
Roofing		
Tile- Labor		
Tile- Materials- Allowance		
Cabinetry		
Cabinetry finish- Allowance		
Medicine cabinet- Allowance		
Shower enclosure- Allowance		
Bath accessories & mirror- Allowance		
Painting- Labor		
Painting- Materials		
Doors		
Door hardware		
Window(s)		
Siding		
Countertops- Allowance		
Countertops- Labor		
Flooring - Carpet		
Flooring -		
Appliances- Allowance		
Install appliances		
HVAC		
Equipment		
Finish Carpentry		
Finish Materials		
Fire Sprinklers		
T-Bar		
Fire Place		
Hearth & Mantel		
Construction labor & cleanup		
Final cleanup		
Dumpster		
Supervision		
Insurance- 1.8%	0.00	0.00
Profit- 5%, OH- 10% of total contract amount	0.00	0.00
	Sub- Totals	0.00 0.00
	<b>GRAND TOTAL</b>	<b>\$0.00</b>

\* Estimate good for 30 days.

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN  
THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AND THE  
MIRACLE LEAGUE OF THE 805 REGARDING CONSTRUCTION OF A MIRACLE  
LEAGUE FIELD TO BE LOCATED AT FREEDOM PARK**

This Memorandum of Understanding (MOU) Regarding the Freedom Park East location is entered into by and between the Pleasant Valley Recreation and Park District ("District") and the Miracle League of the 805 ("Miracle League" or "the Permittee") and shall be effective on the date signed by the last party to sign the Agreement. The District and Miracle League are collectively referred to here as the "Parties".

Pursuant to authority granted by the Public Resources Code of the State of California, the District organizes, promotes and conducts programs of community recreation. Pursuant also to the Public Resources Code, the District has established systems of recreation, recreation centers, parks, and athletic fields and related facilities. The Permittee is an active California non-profit corporation or association embracing within its purposes the provision of organized athletic programs open to the residents of the District. It is the intent of the parties in this Agreement to establish specific understandings for the construction, use and maintenance of certain District facilities by Miracle League in its organized recreational and sports programs to expand and enhance recreational opportunities for residents of the District.

**RECITALS**

- A. The District has owned and operated Freedom Park since November 1976.
- B. In 2009 the District began the development of a Freedom Park Master Plan to include the development of conceptual plans, design schemes, project phasing plan and budget documents.
- C. On February 3, 2010, the District Board accepted and approved the Freedom Park Master Plan. On June 2, 2010 the Board hired a consultant to begin Phase 1A (Veterans Field) and Phase 2A (Bronco and Pony Fields) and a portion of Phase 2B (Bronco and Mustang Fields).
- D. On September 6, 2018, the District Board approved updated plans and specifications for the Freedom Park Master Plan Phase 1B to include two fields: 1) Mustang/Pinto field and 2) Pinto field.
- E. On the April 1, 2020, the District Board directed the General Manager to explore a partnership leading to a formal agreement with Miracle League 805, Inc. to build a Miracle League field.
- F. The District owns and manages public parks and recreation facilities in the City of Camarillo, including the park property located at 275 Pleasant Valley Rd. set forth in **Exhibit "A"**, known as the Freedom Park, which referred to herein by this name, or as the "**Park Property**." This definition only refers to Freedom Park and not to any other District parks or recreation facilities.



G. The Parties desire to enter into this Agreement for the purpose of jointly setting terms as it relates to 1) Design Phase, 2) Bid and Construction, 3) Contract and Construction Funding and 4) Use and Maintenance.

WHEREFORE, the Parties hereby agree to the following terms:

1. RECITALS. The foregoing Recitals are true and correct and are hereby incorporated by this reference.

2. DESIGN WORK AND BUILDING DEVELOPMENT.

a. Miracle League shall hire Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant") to provide professional services required to complete design documents for the Miracle League Field and the adjacent Shetland Field as it relates to the Miracle League Field.

b. District staff and Miracle League will collaborate with Consultant on the initial review of the layout and plans for the Miracle League field, Shetland field, parking needs, and surrounding areas to ensure both fields are compatible and buildable.

c. The intent of this phase is to refine the final plan with as much detail and visual representation as possible. During this phase of the project, as described below, the Parties will develop:

- Site Plan for the Miracle League field and any associated plans that may affect the Shetland Field (Exhibit D).
- Parking lot improvements to the "U" shaped parking area of Skyway Drive (Exhibit D)
- Elevations
- Grading and Drainage Concept (Detention Basin)
- Utility Information
- Site furnishings (bleachers, trash cans, dumpster, scoreboard, trees, fencing, signage, storage unit)
- Landscape Plans and Renderings
- Prepare cost estimates for the aforementioned plans

d. The draft project design (all elements described in subsection c above) will be submitted for review to the Miracle League Ad Hoc Committee ("Ad Hoc Committee"). The Committee shall be comprised of members from both PVRPD board and Miracle League board. The Committee shall make a recommendation to the District Board regarding the finalized design plans.

### 3. BIDS AND CONSTRUCTION DOCUMENTS.

- a. District staff and Consultant will collaborate on drafting of the Bid documents, which shall comply with all applicable laws.
- b. The draft Bid Documents will be submitted for review to the Ad Hoc Committee which shall make a recommendation to the District's Board regarding the issuance of the Notice Inviting Bids.
- c. The Bid Documents will be approved and issued by the District.
- d. Prior to Bid Documents being approved and issued by the District; Miracle League must identify and have a description of in-kind materials and labor.
- e. The Ad Hoc Committee will review all Bid responses, interview qualified firms, and recommend to the District Board the Contractor to perform the work per the public bidding process.
- f. Upon selection of a Contractor to build the project, the contracting parties ("Contract") will be the District and the Contractor.
- g. The Contract will be administered by the District.

### 4. CONTRACT FUNDING.

- a. Miracle League will pay Consultant to perform all necessary work to provide plans for the Miracle League Field as well as any adjustments needed for the Shetland Field due to changes of the Master Plan.
- b. Miracle League shall solicit, procure, and provide the entire cost of the Miracle League field through private donations. Prior to staff obtaining authorization to bid from the District's Board; Miracle League shall provide the District with a letter of commitment in an amount not less than 110% of the engineer's/construction estimate in a form (Exhibit E) approved by the District. After the initial proof of funds, Miracle League must provide proof of funds each month until which time the funds are transferred into the District Liability account.
- c. After bidding the project and at least one week prior the District's award of contract, Miracle League must deposit 110% of the approved construction contract amount into a District Liability Account (specific to this project) to pay for the project ("Deposit"). Miracle League may, no more than monthly, ask the District for an accounting of expenditures from the Deposit.
- d. The Parties recognize that additional work may be desired of the Contractor beyond the initially approved Scope of Work and the Deposit. In the event of extra work which would exhaust the Deposit, the Miracle League, after consultation with the Ad Hoc Committee, will consent to the District's approval of an amendment to the Contract and shall promptly tender to the District any additional funding necessary to complete the project (in the amount of 110% of the extra work) before the District will authorize the

change order or amendment to the Agreement.

e. Upon the completion and acceptance of construction of the Miracle League Field by the District, including full payment of all construction costs and any other required costs per the construction agreement, and if Miracle League is not in breach of this Agreement; the District shall return the portion of the Liability Account for which the District has no further outstanding costs along with an accounting of the costs incurred by the District through the end of the term of this Agreement.

f. The Parties shall convene a weekly status meeting, at a mutually agreed upon place and time for the purpose to include, but not limited to, review and inspection of the work completed to date and to review a written accounting of funds expended by the District to date.

g. All work and performance of duties under this Agreement shall comply with any and all applicable federal, state, and local laws, ordinances, regulations, policies, and procedures.

h. Approval and final acceptance of all work on the project shall be by the District.

i. Miracle League will reimburse the District for all attorney's fees, City fees, and/or County fees incurred in connection with the preparation and negotiation of the construction documents and all agreements. The District will pay these fees and Miracle League will reimburse the District within 30 days. If Miracle League fails to timely reimburse the District, the District may draw on the deposit in the Liability Account for the reimbursement, and Miracle League will be required to replenish the Liability Account in an amount sufficient to maintain 110% of the remaining cost of the project.

## 5. USE AND MAINTENANCE.

a. Agreement Terms: A Use and Maintenance Agreement shall be finalized and signed simultaneously with this MOU and shall be governed by that such agreement.

6. INDEPENDENT CONTRACTOR. Neither the District nor any of its employees shall have any control over the manner or means by which Miracle League, its contractors, or their employees, perform the services required herein, except as otherwise set forth herein. Miracle League and its contractors shall each perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Miracle League represents and warrants that the personnel used to provide services pursuant to this Agreement are classified by Miracle League or its contractors as employees or volunteers. Neither Miracle League nor its contractors shall at any time or in any manner represent that it or any of its employees, contractors, or volunteers are employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Miracle League or its contractors in its business or otherwise or a joint venture or a member of any joint enterprise with Miracle League its contractors. In the event that Miracle League , its contractors or any volunteer or employee of Miracle League providing services under this Agreement claims

or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the District, then Miracle League shall indemnify, defend, and hold harmless the District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the District as a consequence of, or in any way attributable to, the assertion that Miracle League or its contractor or any volunteer or employee used to provide services under this Agreement are employees of the District.

7. INSURANCE & INDEMNIFICATION. The District is a member of the California Association for Park and Recreation Indemnity ("CAPRI"). Miracle League (and its officers, representatives, members, employees, contractors and invitees) shall at all times conform its activities at the Park Property and on the Premises with all written guidelines provided by CAPRI, which Permittee shall review prior to the execution of this Agreement and shall refrain from any activity which may limit or jeopardize the District's liability insurance coverage through CAPRI. Additionally, Miracle League (on its behalf and on behalf of any contractors hired by Miracle League to perform any services on the Premises) shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

a. Insurance Requirements. The District is a member of the California Association for Park and Recreation Indemnity ("CAPRI"). Miracle League shall conform its activities at the Property to any written guidelines provided by CAPRI and will do nothing to limit or jeopardize the District's liability insurance coverage through the CAPRI. Additionally, Miracle League shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

i. Commercial General Liability Insurance. The Miracle League shall procure and maintain, for the duration of the use period contemplated herein, a policy of commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

ii. Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses. Notwithstanding the foregoing, Miracle League shall not be required to maintain workers' compensation insurance if Miracle League has no employees and if Miracle League submits a statement signed under penalty of perjury to the District's Manager that Miracle League has no employees prior to commencement of the term of this Agreement. For purposes of this paragraph, independent contractors are not employees.

All insurance policies shall name District and District Parties as additional insureds prior to

the use of the Property. The Miracle League shall file certificates of such insurance with the District, which shall be endorsed to provide thirty (30) days' prior notice to the District of cancellation or any change of coverage or limits. In the event any of said policies of insurance are cancelled or amended, Miracle League shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's Manager. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny Miracle League of the 805 access to the Property. 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 CAPRI.

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 Miracle League maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Miracle League. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District. Miracle League agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Miracle League may be held responsible for the payment of damages to any persons or property resulting from Miracle League activities or the activities of any person or persons for which Miracle League is otherwise responsible.

All of the above policies of insurance shall be primary insurance. The general liability policy shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

iii. Indemnification. Miracle League shall indemnify, defend, and hold harmless District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to Miracle Leagues use or occupancy of a facility or property controlled by the District, unless solely caused by the gross negligence or willful misconduct of District, its officers, employees, or agents "District Parties".

8. FORCE MAJEURE. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Parties shall each be temporarily excused from its obligations under this agreement to the extent and whenever they are prevented from the performance of such obligations by any Force Majeure Event, with the time for completion of such obligation extended by the number of days that such Party has been delayed, as agreed to by the other Party. For purposes of this agreement, a "Force

Majeure Event” includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Miracle League waives any right of recovery against District for losses resulting from a Forces Majeure Event and the Miracle League shall not charge results of “acts of God” to District, its officers, employees, or agents.

a. Obligation to Repair and Restore Damage Due to Casualty. If the Project is totally or partially destroyed by earthquake or fire or other casualty required to be insured against by Developer, and the proceeds available from the insurer are sufficient to repair such casualty, the Miracle League shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the project to substantially the same condition as the project is required to be developed and maintained in pursuant to this Agreement, and the Miracle League shall complete the same as soon as possible thereafter so that the project can be completed and operated in accordance with this Agreement.

Subject to extensions of time for “force majeure” events described above, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Miracle League obtains insurance proceeds unless District’s General Manager, in his or her sole and absolute discretion, approves a longer period of time. District shall cooperate with the Miracle League, at no expense to District, in obtaining any governmental permits required for the repair, replacement, or restoration.

If Contractor fails to obtain insurance as required by this Agreement (and District has not procured such insurance and charged the Miracle League for the cost), the Miracle League shall nevertheless be obligated to reconstruct and repair any partial or total damage to the project and improvements to allow the Miracle League to complete the project accordance with this Agreement.

## 9. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS.

a. Miracle League shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

b. The Miracle League agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

c. The Miracle League further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

d. District reserves the right to immediately suspend the agreement for an emergency that poses an immediate threat to a person’s health, security, property, or environment.

e. The District reserves the right to suspend Miracle League’s right to use

Freedom Park under this Agreement should Miracle League fail to comply with any provision of this Agreement and not cure within a 15-day period. The District also reserves the right to revoke Miracle League's right to use Freedom Park under this Agreement should Miracle League fail to comply with any provision of this Agreement and not cure within a 60-day period.

10. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties hereto with respect to the matters contained herein, and supersedes any prior agreement or understanding, oral or written. This Agreement may not be amended except in writing and signed by authorized representatives of both parties.

11. NOTICES.

All notices must be given in writing and transmitted by email and U.S. Mail addressed to the parties at the following addresses, unless changed by a written notice delivered to the other party.

Pleasant Valley Recreation and Park District  
Attention: Mary Otten, General Manager  
1605 E. Burnley Street  
Camarillo, CA 93010  
Email: [motten@pvrpd.org](mailto:motten@pvrpd.org)

The Miracle League of the 805  
Attention: MIRACLE LEAGUE 805 - President  
2310 Ponderosa Dr., Suite 21  
Camarillo, CA 93010

12. INTERPRETATION. This Agreement will be construed under the laws of the State of California, and will not be strictly construed for or against either party as a result of their joint preparation of this Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement.


**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

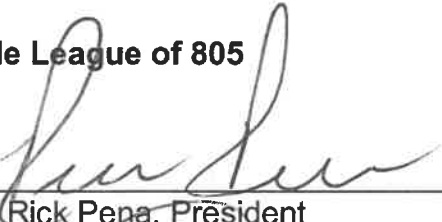
By:  Dated: 9/7/2022  
Robert Kelley, Board President

ATTEST:

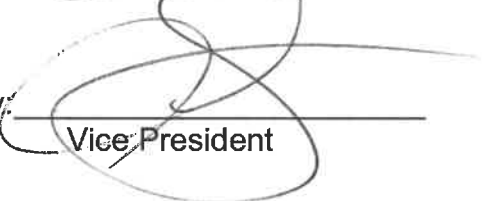
  
Bev Dransfeldt, Secretary of the Board

APPROVED AS TO FORM:

  
Tiffany J. Israel, District Counsel

**Miracle League of 805**  
By:   
Rick Pena, President

Dated: 9-8-22

By:   
Vice President

Dated: 9/8/2022



EXHIBIT "A"

# Freedom Park - East



# Freedom Park Field Layout



# Approximate Field Size

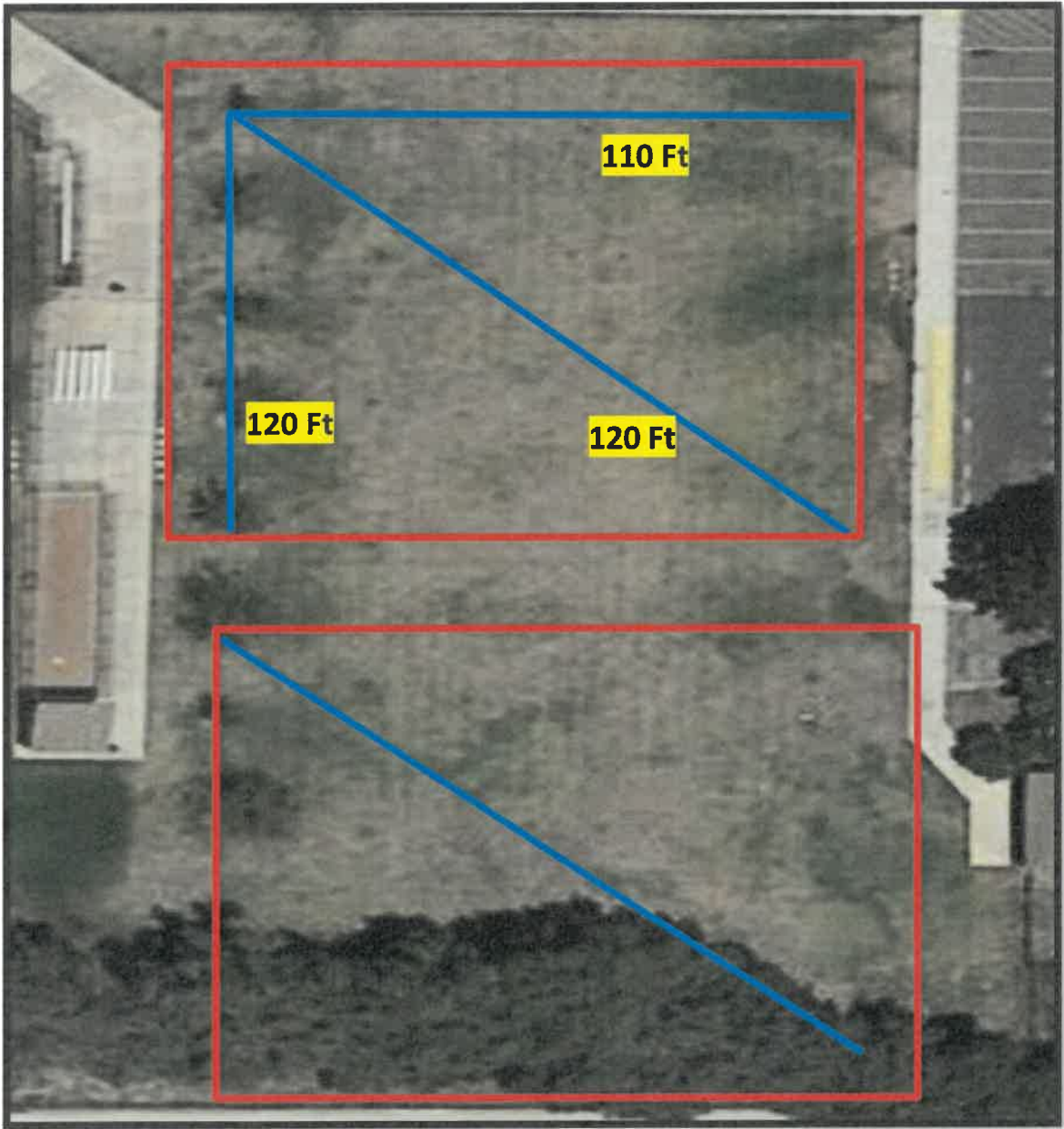




EXHIBIT "B"

# Freedom Park - Master Plan Attachment 1



EXHIBIT "C"

# Freedom Park - Master Plan with Miracle League Location Identified Attachment 2





## EXHIBIT "D"

### **Items to be addressed due to Field Location:**

Miracle League will be responsible to address the following items as it relates to the change in locations of a Shetland/Pinto Field per the original Freedom Park Master Plan. This shall be accomplished through a one-year warranty period that will commence upon the agreed upon completion of the Miracle League Field and/or the specific project listed in items 1-3 below.

1. Drainage due to rubberized surface,
2. Reconfiguring Irrigation,
3. Move or relocate the City's water mainline located within the Miracle League Field per the City of Camarillo specifications.
4. Additional Parking Improvements and ADA requirements to the "U" shaped parking area of Skyway Drive as shown below and to include:
  - a. Construct a passenger loading zone for a minimum of 2 vans along the westside of the liberty building as identified below or other option to fulfill drop off location (approved by the District).
  - b. Construct walkways affiliated with the passenger loading zones to meet ADA requirements.
  - c. Additional ADA parking requirements to the "U" shaped lot due to the increased (one) field located at the east end of Freedom Park and due to the change of the Freedom Park Master Plan.

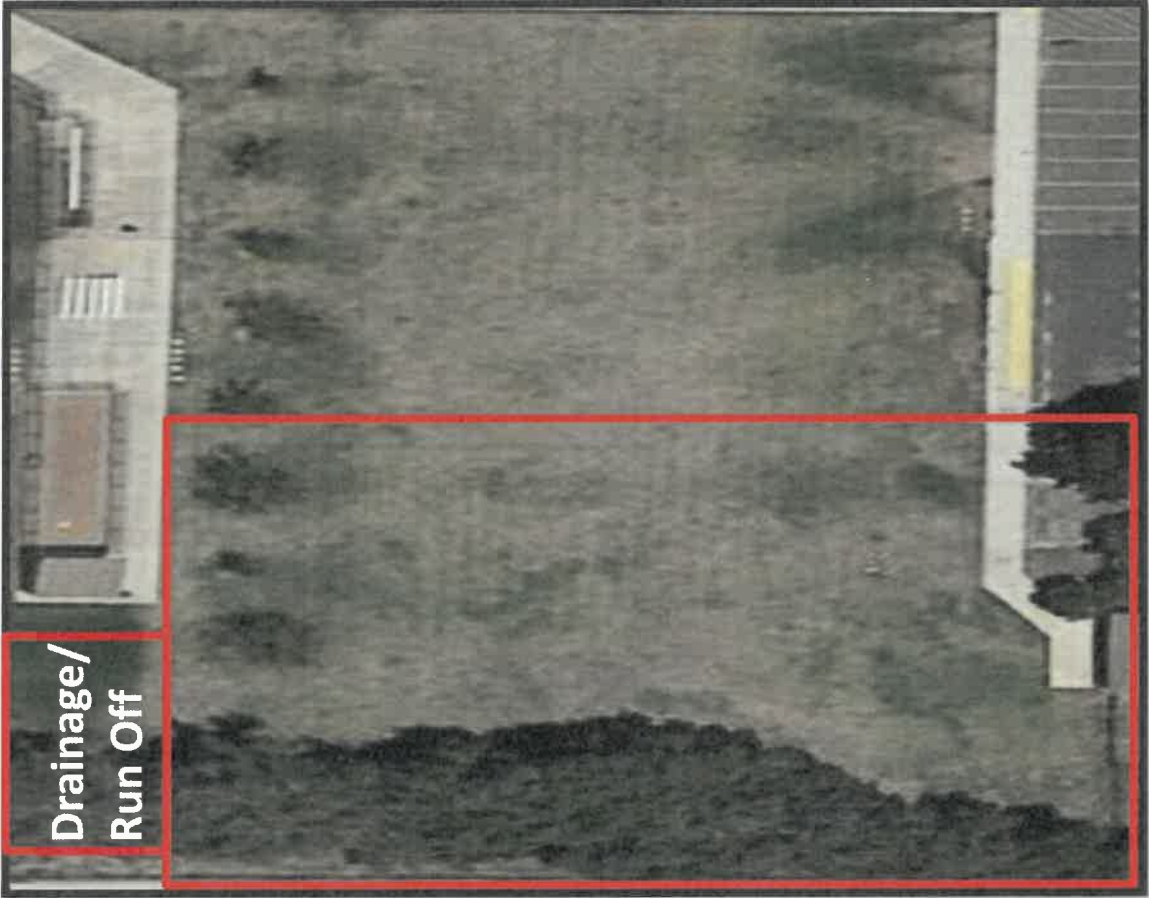
Exhibit \_\_\_\_ : U Shape Parking Lot Area



Miracle League will be responsible to address the following items as part of the overall project and location of the Miracle League Field and through a one-year warranty period that will commence upon the agreed upon completion of the Miracle League Field.

- 1. Install a separate Electrical Meter should one be needed
- 2. Install a separate submeter for water should one be needed
- 3. Remove any trees affiliated with the project to include those along Pleasant Valley Road next to the field, any drop off areas, drainage paths, location of storage shed
- 4. Install a tuff shed no larger than 10 x 10 to include a concrete pad and removal and repair of District fencing along the southern and western corner behind the staff offices (behind home plate)
- 5. Provide amenities such as trash cans, seating, benches, score board, memorial or donor wall (must be approved prior to purchase and install), etc.

Tree Removal and Potential Fencing Alteration Areas



## EXHIBIT "E"

A proof of funds letter will be required from the bank(s). The letter is used to verify that Miracle League has the funds required to build the project.

Items that must be included in the Proof of Funds Letter include:

- Banks name and address
- Official bank statement
- Balance of funds in all accounts for the required 110% of agreement
- Certified financial statement
- Signature of an authorized bank employee

### Proof of Funds Letter Template

Date

Name of Bank

Address of Bank

Address of Bank

Phone number and email address

Dear (Name):

This letter and enclosed financial statement(s) are to certify that Miracle League has been a client with our bank since (Year) and is in good standing.

Miracle League has a total combined balance of cash deposits with our bank of USD \$\_\_\_\_\_. We have attached copies of the statements for Miracle League's accounts at our bank.

If you require any further information or have any questions, please do not hesitate to contact us directly at (phone number and email address).

Sincerely,

Signature

Name of Bank Agent

Title





October 13, 2022

Miracle League of Camarillo  
The Miracle League of the 805  
2310 Ponderosa #21  
Camarillo, CA 93010

RE: Miracle League of Camarillo  
[REDACTED]  
MB&T Account# xxxxx [REDACTED]

To Whom It May Concern:

This letter is to confirm that Miracle League of Camarillo has the deposit account referenced above with Montecito Bank & Trust since September 2016. This account has an available balance of \$462,982.96 as of 10/13/2022.

This letter is being provided pursuant to Miracle League of Camarillo's request.

Sincerely,

Ali Sadreameli

A blue ink handwritten signature of Ali Sadreameli, consisting of a stylized 'A' and 'S' followed by a long horizontal flourish.

AVP/Branch Manager, Regional Commercial Banking Office  
Office: (805) 979-4477, Customer Service: (805) 963-7511  
asadreameli@montecito.bank

E\*TRADE Securities LLC  
P.O. Box 484  
Jersey City, NJ 07303-0484



October 13, 2022

[REDACTED]  
[REDACTED]  
[REDACTED]

Re: E\*TRADE Securities account XXXX-[REDACTED]

Dear [REDACTED],

This letter is in response to your request for verification of the balance and deposits held in E\*TRADE Securities account XXXX-[REDACTED].

Account number XXXX-[REDACTED] is a Non-Profit brokerage account registered in the name of [REDACTED]. This account was opened on December 22, 2017 and is currently in good standing. As of the time this letter was prepared on October 13, 2022, the total market value of the account was in excess of \$5,438,038.09\*.

*\*Due to market fluctuation, this value is subject to change.*

We hope that this information satisfies your request. Should you have any further questions, please feel free to call 800-503-9260 to speak with a Platinum Relationship Manager.

Sincerely,

Diego Lopez  
Platinum Relationship Manager V006

**PLEASE READ THE IMPORTANT DISCLOSURES BELOW.**

Securities products and services are offered by E\*TRADE Securities LLC, Member SIPC, a subsidiary of Morgan Stanley.

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NOTICE CALLING FOR BID PROPOSALS FOR  
MIRACLE LEAGUE FIELD PROJECT SPEC NO. ML-1

PUBLIC NOTICE IS HEREBY GIVEN that Pleasant Valley Recreation and Park District (PVRPD) invites sealed bids for the purpose to furnish all labor, equipment, tools, and incidentals as required in the Plans, Specifications and Contract documents for said Miracle League Field Project, SPEC NO. ML-1. The work will take place at 482 Skyway Drive Camarillo, California 93010 and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. Miracle League Field **project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. D.I.R numbers are required for this project at the time of bid award.** Sealed bids will be received at the administrative office of Pleasant Valley Recreation and Parks 1605 E. Burnley St., Camarillo, CA 93010. Bids are due on **January 4, 2023**, by 10:00 a.m. There is a Mandatory site walk to be held on **November 29, 2022 at 9:00 a.m.** A full set of contract documents are available for inspection on the District's web site. **CLASSIFICATION OF CONTRACTORS' LICENSES** – In accordance with Public Contract Code Section 3300, a Contractor submitting a proposal for performance of the Work shall possess a classification of **“Class A General Engineering”** License. A Contractor shall certify that the license(s) specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated by the Contract Documents, and submission of a bid shall be deemed certification thereof by the bidder. Bidders are hereby notified they must meet all State and Federal Labor requirements, including the State Prevailing Wage rates which shall apply. In addition, Equal Employment Opportunity regulations shall apply.

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

**TO: BOARD OF DIRECTORS**

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

**DATE: November 3, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF THE RFP AND  
BID SPECIFICATIONS FOR THE LEAD AND  
ASBESTOS ABATEMENT AT THE FREEDOM PARK  
PICKLEBALL COMPLEX**

**SUMMARY**

The District Board has set aside Quimby funds in the amount of \$1,400,000 to design and build a Pickleball Center. The Freedom Pool renovation project would allow the District to utilize land that has been inactive for the past 19 years. As part of the project, there are multiple steps that must take place before the District is able to construct the new pickleball facility. The District needs to address the lead based paint as well as the asbestos within the facility and remediate as part of the overall project.

**BACKGROUND**

Pleasant Valley Recreation and Park District has owned the land that Freedom Park Pool occupies since November 17, 1976, however the Freedom Pool was built in 1949. The District operated the Freedom Park Pool until its' permanent closure in 2003 due to increased state and local requirements to operate the outdoor pool and based on the fact the District only operated the pool for approximately three months during the summer at a cost of \$95,000 annually. On December 4, 2013, staff had a Lead and Asbestos survey report done for the potential of demolishing this site and the report came back with both lead and asbestos on the building.

Over the past several years the District has continued to see an increase in pickleball players within our community. Both the Board and staff have been approached on several occasions to find time and space to accommodate this growing sport. To better assess the number of pickleball players in the community and to also respond to their requests for additional courts, staff has been addressing the needs of pickleball over the past several years and has incrementally made changes.

The District Board assigned an Ad Hoc committee to continue to address the needs of pickleball while also considering the needs of tennis, surrounding park site neighbors, and the community at large. The Pickleball/Tennis Ad Hoc Committee initially met on November 2, 2020 and have continued to meet throughout this project to provide overall information and to hear from the community.

At the April 7, 2021 District Board meeting, staff presented multiple short-term, mid-term, and long-term solutions to accommodate the continued growth of pickleball within the District. The Board of Directors authorized the General Manager to convert one (1) tennis court at Pitts Ranch Park and one (1) tennis court at Springville Park into dual/multi-use courts as part of the short-

term solution. There was further discussion related to long-term solutions which involved the conversion of the Freedom Park pool into a pickleball complex. As part of the FY 2021/2022 budgeting process, the Board approved a budget allocation of \$1.4M in Quimby fees for the Freedom Park pool pickleball conversion project. This project will include but not be limited to the Freedom pool lead and asbestos abatement, demolition, design and master plan for the pool.

On September 1, 2021, the District Board approved a Request for Proposals for Architectural Design services for Freedom Park which would develop a renovation plan for a pickleball complex. On December 2, 2021, the District Board approved a professional service agreement with Lauterbach and Associates Inc. for the architectural design services for the Freedom Park Pickleball renovation project. Staff tried using Sourcewell for this stage of the project, but the bid came in higher than what was expected and is now requesting the Board approve a request for this portion of the project go out for bid.

### **ANALYSIS**

Once staff has the lead and asbestos abatement process completed, the next step will be the demolition phase. Upon completion of those two phases, staff will be presenting another Request for Bids for the construction phase for the new pickleball courts.

### **PROJECT SCOPE ABATEMENT**

1. Asbestos Materials
  - Thermal Systems Insulation (TSI) on hot water tank in Mechanical/Boiler Room
  - TSI on straight pipe runs and mudded elbows in both Locker Rooms
  - Insulation materials on piping systems
  - Cove base surfacing in Men's Locker Room floor
  - Window putty
  - Exterior roof – penetration mastics
  - Pool Equipment Building Window putty
  
2. Lead-Based Paint and Materials
  - Metal pipe & bracket (beige) – Pool equipment room exterior
  - Metal exterior windows (beige) – Pool equipment room exterior
  - Metal guard rail (green) – Pool equipment room exterior
  - Metal guard rail (red) – Pool equipment room interior vault
  - Metal tread (yellow) – Pool equipment room interior vault stairs
  - Metal windows (blue) – Locker rooms exterior
  - Metal divider panel (blue) – Men's locker room interior
  - Ceramic wall tile (green) – Men's locker room interior
  - Porcelain sink (green) – Men's locker room interior
  - Ceramic tile (white) – Men's locker room interior
  - Metal pipe column (beige) – Men's locker room interior
  - Ceramic wall tile (green) – Women's locker room interior
  - Metal door jamb (blue) – Women's locker room interior
  - Metal column (green) – Pool area, covered awning
  - Concrete trim fascia (green) – Pool equipment room
  - Concrete trim fascia (green) – Locker rooms exterior
  - Concrete traffic stripe (red) – Pool equipment room
  - Concrete cove base (red) – Girl's locker room

## **TIMELINE**

1. Request for Proposal Released	November 3, 2022	
2. Notice to Bid goes in Paper	November 7, 2022	
3. Job Walk	November 22, 2022	9:00 a.m.
4. Questions submitted by	November 29, 2022	10:00 a.m.
5. Proposals are Due and must be Received by	December 6, 2022	10:00 a.m.
6. Contract Award	January 4, 2023	
7. Start Job	January 23, 2023	
8. Completion of Project	February 24, 2023	

## **FISCAL IMPACT**

There is no fiscal impact associated with this approval. After reviewing and evaluating the bids, staff will return to the Board and request approval. Bids will be brought back to the Board at which time there will be a fiscal impact.

## **STRATEGIC PLAN COMPLIANCE**

Meets the 2021 Strategic Plan Goal and Strategy 1.1: Develop sustainable funding sources for Implementation of the Strategic Plan, Deferred Maintenance, Priority Projects, and On-Going Operations: Utility (L.E.D., Water, Turf Mitigation, Gas, etc.)

Meets the 2021 Strategic Plan Goal and Strategy 3.1: Renovate and Modernize Existing Parks and Recreational Facilities.

## **RECOMMENDATION**

It is recommended the Board review and approve the lead and asbestos abatement specifications for bid for the Freedom Park Pickleball Complex.

## **ATTACHMENTS**

- 1) Lead and Asbestos Survey (28 pages)
- 2) Bid Specifications (80 pages)
- 3) Notice of Bid (1 page)



December 4, 2013

Mr. Bob Cerasuolo, Superintendent  
**Pleasant Valley Recreation & Park District**  
1605 Burnley Street  
Camarillo, CA 93010

**Subject: Asbestos & Lead-Based Paint Survey**  
Freedom Park Pool – Locker Rooms & Pump House  
535 Houck Street, Camarillo, CA 93010

Dear Mr. Cerasuolo:

Per your request, FCG Environmental (FCG) performed a hazardous materials survey, including asbestos bulk sampling and lead-based paint inspection, at the above-referenced property. The investigation was performed by Alan Forbess, a CA Certified Asbestos Consultant (#94-1549), Certified Lead Inspector/Assessor and Project Monitor (No. 17425). This report documents the findings of our survey, which was conducted to identify hazardous materials issues prior to renovation/demolition of the subject site structures.

## 1.0 Background Information / Scope of Project

The subject site includes a community swimming pool with a large locker room building and pool equipment building that are scheduled for renovation and/or demolition. A smaller children's pool is also located on site and is overgrown with vegetation. FCG was asked to perform a survey of suspect building materials to identify hazardous materials issues prior to demolition or disturbance in accordance with federal, state and local regulations.

**Site Description:** The locker room building is a single-story concrete block structure of approximately 2,500 square feet, built on a concrete slab foundation with a concrete roof deck covered by aggregate hot mop roofing. Interior walls and ceilings are painted concrete or plaster. Windows are unpainted metal frames with putty/glazing compound. The building is divided into two sides with the men's locker room and showers on the north side and the women's lockers on the south side. Each locker room features a shower area, restrooms and changing area. Lockers have been removed. A boiler and hot water system for locker rooms is located in the NW corner of the building. A utility chase with hot water piping and other mechanical systems runs east-west across the center of the building, dividing the two locker rooms in half. This space is full of stored items restricting access and making inspection difficult. Access to the locker rooms is from the front or street side, with another entrance from the rear or pool deck side.

The pool equipment building is approximately 600 square feet, with concrete block walls on a concrete slab foundation. The roofing consists of a concrete roof deck covered by a composite roofing material. This room houses two large water storage/treatment tanks and pump equipment for the main pool system. The circulating pump is located in a below-grade concrete

vault located on the south side of the building. The large furnace/heating unit is located in an attached storage room on the SW corner.

**Scope of Project:** The following services were conducted in order to define asbestos and lead concerns at the subject site:

- **Asbestos:** A visual inspection of the site was conducted to identify areas of suspect asbestos containing building materials. Bulk samples were collected from suspect materials for submittal to a qualified laboratory. All bulk samples were analyzed by Forensic Analytical, a state-certified laboratory located in Rancho Dominguez, CA. All samples were analyzed by polarized light microscopy (PLM) method to document the asbestos content in each material.
- **Lead:** Screening for lead-based paint or lead containing materials was conducted by XRF instrumentation. The XRF sampling method uses a field instrument (X-Ray Fluorescence or XRF gun) to characterize suspect painted surfaces and components. XRF equipment was used to sample materials suspected of being coated with lead-based paint and lead-containing materials by “reading” the suspect materials through direct contact. The advantage of this method is that it provides instantaneous results and is a non-destructive method which allows for the collection of as many samples as time allows for the daily cost of the instrument. This survey method can also identify lead in ceramic tiles, porcelain or other suspect building materials. Paint is determined positive using the CA Dept. of Health Services criteria of 1.0 mg/cm<sup>2</sup>. The survey attempts to define the extent of LBP and estimate quantities where possible.

## 2.0 Asbestos Survey Findings

FCG personnel conducted a visual inspection of the site and collected bulk samples from suspect materials on July 25, 2013. This section provides a summary of visual observations and bulk sampling results.

**Suspect Materials:** After a visual inspection of the site was completed, the following suspect asbestos materials were noted:

### Locker Room Building

- Thermal Systems Insulation (TSI) on hot water tank in Mechanical/Boiler Room
- TSI on straight pipe runs and mudded elbows in both Locker Rooms
- Insulation materials on piping systems
- Texture coating on concrete floor of Locker Rooms
- Cove base surfacing on Locker Room floor
- Window putty
- Exterior roof – main roofing layers and felt & tar underlayment
- Exterior roof – penetration mastics

### Pool Equipment Building

- Window putty
- Duct tape/wrap on boiler exhaust
- Insulation wrap on piping systems at ceiling



**Bulk Sampling Results:** FCG staff collected 25 bulk samples from suspect asbestos containing materials from the subject site buildings. The samples were labeled, stored in a zip-lock bag and forwarded under chain-of-custody to Forensic Analytical, a certified asbestos laboratory located in Rancho Dominguez, CA. All samples were analyzed by Polarized Light Microscopy (PLM) using EPA Method 600/R-93-116, Visual Area Estimation. Table 1 below provides a summary of those materials which tested positive for asbestos based on laboratory analytical data from collected samples. Please refer to the Attachments for a complete copy of the laboratory analytical results.

**Table 1: List of Identified Asbestos Containing Materials (ACM)**

Sample Number	Asbestos Containing Material	Location & Est. Quantity	% Asbestos (ND = Non-Detect)	Friability & Condition
1-3	Window Putty	Pool Equipment Room (1 interior window 14 exterior)	<b>Grey Putty = Trace (&lt;1%)</b> Paint = ND	Category I, Friable material
6-8	TSI on Hot Water Tank	Mechanical/Boiler Room (7' L x 4' D or ~100 sf)	<b>White Insulation Material = 2% Crocidolite, 15% Amosite</b>	RACM
9	TSI on Elbows/Tees	Mechanical/Boiler Room (7 fittings @ 4" diameter)	<b>White Non-Fibrous Material = 2% Crocidolite, 15% Amosite</b>	RACM
10	TSI on Elbows/Tees	Utility Chase - South of Mechanical Room (15-20 @ 2-4" diameter)	<b>White Insulation Material = 2% Crocidolite, 15% Amosite</b>	RACM
11	TSI Pipe Wrap	Utility Chase Straight Runs (50-60 lf @ 4" diameter)	<b>White Insulation Material = 2% Crocidolite, 15% Amosite</b>	RACM
12	TSI on Hot Water Pipe (insulation & fittings)	Boy's Locker Room Shower Area (3 pipe runs of 75 LF, 3 fittings in Janitor Closet)	<b>Insulation Material = 75%</b> Off-White Woven Material = ND	RACM
13	TSI on Pipe w/ Wrap	Boy's Restroom (3 pipe runs @ 30 LF)	Beige Woven Material = ND <b>Insulation Material = 75%</b> <b>Tan Fibrous Material = Trace (&lt;1%)</b>	RACM
15	TSI on HW Pipe elbows	Girl's Locker Room, A side (~8 elbows)	Beige Woven Material = ND <b>Lt Fibrous Material = 65%</b> <b>Tan Fibrous Material = Trace (&lt;1%)</b>	RACM
19-21	Exterior Window Putty	Locker Room Building (17-25 windows on A, B & D sides)	<b>Grey Putty = Trace (&lt;1%)</b> Paint = ND	Category I, Non-friable material
24-25	Roofing Mastics	Locker Room & Pool Equip. Buildings Pipe Penetrations (10-15 total)	<b>Black Tar Mastic = 5%</b>	Category I, Non-friable material

**Materials Containing a "Trace" (<1%) Asbestos:** The following suspect materials were sampled as part of our survey and found to contain a trace of asbestos:

- Window Putty/Glazing Compounds (both buildings)

These materials must be treated as asbestos containing unless further analysis by more quantitative methods such as “Point Count” or transmission electron microscopy (TEM) are utilized to quantify the actual concentration of asbestos in “trace” PLM sample results.

**Materials Testing Negative:** The following materials were sampled and tested negative for asbestos:

Locker Room Building

- Surface texture on flooring in both Locker Rooms
- Cove base surfacing on Women’s Locker Room floor
- Exterior roofing – main roof layers
- Exterior roof – felt & tar underlayment

Pool Equipment Building

- Duct wrap on boiler exhaust system
- Pipe wrap on water pipe @ ceiling

**Notes on Tables and Assessment Terms**

- **Asbestos containing material (ACM):** Federal and County APCD regulations define ACM as any material or product that contains more than 1% asbestos. State regulations define ACM as any material with greater than 0.1% asbestos by weight.
- **Asbestos renovation:** Defined by NESHAPS as the removal of more than 160 square feet or 260 linear feet of ACM.
- **Friable ACM:** any ACM that when dry can be crumbled, pulverized, or reduced to powder by normal hand pressure.
- **Non-friable ACM:** any ACM that **cannot** be reduced to powder by normal hand pressure.
- **Category I non-friable ACM:** asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products. (typically pliable materials, including sealants and mastics)
- **Category II non-friable ACM:** any other ACM that when dry **cannot** be reduced to powder by hand pressure. (typically non-pliable/cementitious materials)
- **Regulated Asbestos Containing Material (RACM):** any *friable* ACM that will be removed during a renovation of a regulated structure. ACM that will become friable due to the removal technique is also regulated. Note: while linoleum flooring is considered Category II ACM while managed in place, removal *always* renders it friable.
- **Presumed Asbestos Containing Materials (PACM):** This designation is for those materials which are normally asbestos containing but were not sampled due to access issues or potential for irreparable damage. This typically includes transite (asbestos cement) piping or sheeting, or HVAC insulation materials in walls, under floors, etc. where destructive testing is not recommended. Regulations allow asbestos inspectors to “presume” that these materials contain asbestos without laboratory data based on the inspector’s experience and knowledge of building materials.
- **Trace (<1%) Asbestos:** Federal and local APCD regulations define an asbestos containing material (ACM) as any compound with greater than 1% asbestos. The State of California through Cal-OSHA regulation further defines an asbestos containing material as any compound which meets or exceeds a concentration of 0.1% asbestos by weight. This definition is primarily for worker and occupant protection during disturbance work. The polarized light microscopy (PLM) method does not quantify the concentration asbestos in bulk samples at levels of less than 1%. Furthermore, PLM methodology will

include all fibers with a similar aspect ratio (3:1) to asbestos fibers, and therefore may count non-asbestos fibers as part of the overall total. PLM analytical methods must report a “trace” amount where fibers are noted in concentrations of less than 1% of the total. Further analysis by more quantitative methods such as “Point Count” or transmission electron microscopy (TEM) are required to quantify the actual concentration of asbestos in “trace” PLM sample results.

Summary: Our survey identified Asbestos Containing Materials (ACM) at the site which will require abatement or special handling as part of the proposed demolition activities. These materials include thermal system insulation on hot water piping and boiler systems, window putty and roofing mastic materials. Please see the Conclusions & Recommendations (Section 5.0) below for further discussion regarding the abatement and handling of asbestos.

### 3.0 Lead-Based Paint & Materials Survey Findings

FCG was contracted to perform field testing to determine the presence of lead-based paint at the subject site. A visual inspection of the site was conducted to identify areas of suspect lead based paint or lead based coatings. Screening for lead based paint was conducted in the field using XRF methodology in accordance with current state and federal regulations. All field work was conducted by a Certified Lead Inspector/Assessor. The findings of this survey will be used by contracting personnel to determine appropriate lead safe work practices prior to renovation of the site.

Background Information on Lead Paint Requirements: The EPA recently issued a final rule to address lead-based paint hazards created by renovation, repair and painting activities that disturb lead-based paint in target housing and child-occupied facilities. The EPA’s Lead Renovation, Repair and Painting (RRP) Program was passed into regulation requiring compliance with training and certification requirements per Title 40 of the Code of Federal Regulations (40 CFR Part 745). The RRP rule states that firms and individuals conducting renovations of target housing constructed before 1978 must assume the lead is present in painted surfaces unless a written determination has been made by a Certified Inspector that the components affected by the renovation are free of paint or other surface coatings that contain lead equal to or in excess of 1.0 milligrams per square centimeter ( $\text{mg}/\text{cm}^2$ ) or 0.5% by weight. Please see the Attachments to this report for more detailed information on the EPA’s RRP rule, including a copy of the EPA’s informational brochure entitled: Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools.

Scope of Services: FCG’s scope of services involved field testing through use of an X-ray fluorescence (XRF) instrument, which provides instantaneous readings in the field. The XRF instrument is used because of its demonstrated abilities to accurately determine the amount of lead that is present without disturbing the painted surfaces as well as their high speed and relatively low cost per sample. The XRF device is capable of measuring lead in both deteriorated and intact paint. See the Attachments to this report for more information on sampling methodology.

Inspection Results: Per EPA and California regulations, paint or coatings are considered to be lead-based at concentrations at or above 1.0 milligram per square centimeter ( $\text{mg}/\text{cm}^2$ ) using XRF technology. FCG tested representative surfaces throughout the subject site where renovation work is planned. Calibration tests were performed at the beginning of the survey and

again at the end of the survey to document that the equipment was working properly. The following is a summary of our field findings.

- *Summary of Surfaces testing Positive for Lead:* We have listed below those materials/surfaces with concentrations greater than 1.0 milligrams per square centimeter using XRF equipment, and are therefore considered positive for lead-based per current state and federal regulations. Please refer to the attached Tables and Plot Plan for details.
  - Metal door jamb (turquoise) – Pool equipment room, A & C sides
  - Metal door (turquoise) – Pool equipment room, C side
  - Metal door & jamb (turquoise) – Pool equipment room-Boiler Room, C side
  - Metal pipe & bracket (beige) – Pool equipment room exterior, C side
  - Metal exterior windows (beige) – Pool equipment room exterior, B & D sides
  - Metal guard rail (green) – Pool equipment room exterior, D side
  - Metal guard rail (red) – Pool equipment room interior vault, D side
  - Metal tread (yellow) – Pool equipment room interior vault stairs, B side
  - Metal doors & frames (blue) – Locker rooms exterior, A, B, C & D sides
  - Metal windows (blue) – Locker rooms exterior, A & B sides
  - Metal divider panel (blue) – Men’s locker room interior, A side
  - Ceramic wall tile (green) – Men’s locker room interior, D side
  - Porcelain sink (green) – Men’s locker room interior, D side
  - Ceramic tile (white) – Men’s locker room interior, C side
  - Metal pipe column (beige) – Men’s locker room interior, C side
  - Ceramic wall tile (green) – Women’s locker room interior, D side
  - Metal door jamb (blue) – Women’s locker room interior, C side
  - Metal column (green) – Pool area, covered awning, C side
  - Concrete trim fascia (green) – Pool equipment room, A side
  - Concrete trim fascia (green) – Locker rooms exterior, A side
  - Concrete traffic stripe (red) – Pool equipment room, A side
  - Concrete cove base (red) – Girl’s locker room, D side
- All of the LBP materials listed above were found to be intact at the time of the survey.
- Please refer to the XRF data tables in Attachment 2 for a comprehensive spreadsheet of all field readings collected from the site. The “A” side of the property is the street or main entry to the site, with the B, C and D sides continuing in a clockwise direction around the four sides of the property.
- A plot plan is attached that identifies areas of LBP for your reference.

#### 4.0 Conclusions & Recommendations

A hazardous materials survey of the site has been completed per the terms of our agreement to define hazardous materials issues prior to scheduled demolition or renovations. Based on our visual observations and our evaluation of analytical data, we conclude the following:

##### **Asbestos Containing Materials (>1%):**

- Asbestos containing materials with greater than 1% asbestos were identified at the site as follows. Please refer to the summary tables and the attached laboratory data for detailed information:
  - ***Thermal systems insulation (TSI):*** Hot water piping systems and boiler insulation materials within the locker room building were found to be asbestos containing, with concentrations ranging from 17% to 65%. This is a friable, regulated asbestos containing material (RACM) per federal and state regulations. The following areas of TSI were noted during our inspection:
    - ***Boiler Insulation:*** The boiler in the mechanical room located in the NW corner of the locker room building is insulated with an asbestos jacketing that contains 15% amosite and 2% crocidolite asbestos.
    - ***Hot Water Fittings in Boiler Room:*** We counted 7 fittings (elbows and/or tees) at 4" diameter on the piping systems associated with the piping systems within the boiler room. At least one of these "hard" fittings was sampled to confirm asbestos content, which was similar to the boiler insulation (15% amosite and 2% crocidolite asbestos).
    - ***Pipe Runs and Fittings in Utility Chase Area:*** Insulated hot water piping runs and fittings were identified in the utility chase located between the two locker rooms. We estimated 50-60 linear feet of pipe runs (4" diameter) and 15-20 fittings (elbows & tees) were noted in this area. Inspection in this area was difficult due to stored items in the area, limiting our access to the west portion only.
    - ***Men's Lockers/Showers:*** There are 3 exposed pipe runs in the shower area estimated at 75 linear feet, plus 3 fittings in the Janitor's Closet. Three additional piping runs totaling approximately 30 linear feet were noted in the urinal area.
    - ***Women's Lockers/Showers:*** There are at least 8 fittings (elbows & tees) located on the east side of the locker room on piping systems near the ceiling.
  - ***Roofing Mastics:*** Roofing penetrations (vents, piping, conduits, etc.) are sealed with asbestos containing mastic material. This is a Category I, non-friable material. Grey mastic was noted around the base of the large heater vent, containing 5% asbestos. The roof to the pool equipment room was not accessible at the time of our inspection, but has similar roofing materials. The roofing layers (hot mop aggregate with tars, felts), tested negative for asbestos. The mastics on both of the roofing systems are presumed to contain asbestos.
- ***Trace (<1%) Materials:*** Window putty materials were found to contain a "trace" or less than 1% asbestos. These materials must be managed as asbestos containing unless additional testing by more quantitative methods (point count or TEM) to determine the actual concentration of asbestos.

- All identified asbestos containing materials which will be disturbed as part of site renovations must be handled in accordance with federal and state regulations. Disturbance activities should be performed only by properly trained abatement contractors using appropriate controls to prevent fiber emissions during the removal process. This may include the use of wet methods (water mist), negative air containment, HEPA filtration and other engineering controls to keep fibers from being dispersed.
- Thermal Systems Insulation (TSI) is friable and must be removed using full, negative pressure containment or glove bag removal methods to prevent fiber emissions. Proper notification must be provided to the local regulatory agencies and friable waste must be disposed as hazardous waste per state and federal regulations.
- Workers performing removal should be properly protected to prevent exposure, including the use of respiratory protection with HEPA filtration. Asbestos containing waste materials should be properly contained and transported for off-site disposal at a properly permitted facility.
- For purposes of removing windows with asbestos containing putty, the windows can be managed in place without disturbance by taping over the putty with a resilient duct tape, or the entire window could be sealed with plastic sheeting and removed intact to prevent disturbance during the removal process.
- The local enforcement agency for asbestos removal and demolition projects in Ventura County is the Air Pollution Control District (APCD). They require notification for removal of regulated asbestos containing materials (RACM) above 165 sq. ft., and for all building demolition work within the County. This survey report should be submitted along with any required notification forms, permits and fees required by County agencies. The local Building Department may also require notification and survey information prior to issuing a demolition permit. We recommend that you contact the APCD and local Building Departments directly for further information regarding permitting and regulatory requirements.
- The contractor conducting abatement work is responsible for complying with local, state and federal standards for worker protection and NESHAPS regulations regarding asbestos fiber emissions. Proper removal techniques must be followed to prevent the dissemination of asbestos fibers. Notification and permitting is typically the responsibility of the abatement contractor and/or property owner. If you would like assistance regarding these matters or would like the names of qualified contractors in your area, please feel free to contact FCG at (805) 646-1995.

**Lead:** The following painted surfaces and/or surface coatings were found to be at or above the 1.0 mg/cm<sup>2</sup> regulated level, and meet the definition of “lead-based”:

- Metal door jamb (turquoise) – Pool equipment room, A & C sides
- Metal door (turquoise) – Pool equipment room, C side
- Metal door & jamb (turquoise) – Pool equipment room-Boiler Room, C side
- Metal pipe & bracket (beige) – Pool equipment room exterior, C side
- Metal exterior windows (beige) – Pool equipment room exterior, B & D sides
- Metal guard rail (green) – Pool equipment room exterior, D side
- Metal guard rail (red) – Pool equipment room interior vault, D side
- Metal tread (yellow) – Pool equipment room interior vault stairs, B side
- Metal doors & frames (blue) – Locker rooms exterior, A, B, C & D sides
- Metal windows (blue) – Locker rooms exterior, A & B sides

- Metal divider panel (blue) – Men’s locker room interior, A side
  - Ceramic wall tile (green) – Men’s locker room interior, D side
  - Porcelain sink (green) – Men’s locker room interior, D side
  - Ceramic tile (white) – Men’s locker room interior, C side
  - Metal pipe column (beige) – Men’s locker room interior, C side
  - Ceramic wall tile (green) – Women’s locker room interior, D side
  - Metal door jamb (blue) – Women’s locker room interior, C side
  - Metal column (green) – Pool area, covered awning, C side
  - Concrete trim fascia (green) – Pool equipment room, A side
  - Concrete trim fascia (green) – Locker rooms exterior , A side
  - Concrete traffic stripe (red) – Pool equipment room, A side
  - Concrete cove base (red) – Girl’s locker room, D side
- The porcelain sink and ceramic tiles in the Men’s Locker Room tested positive for lead in concentrations above the 1.0 mg/cm<sup>2</sup> level. These materials are intact and do not pose a threat to the occupants unless they are to be disturbed or damaged as part of site demolition work.
  - According to the EPA’s Frequently Asked Questions page from their website (<http://www.epa.gov/lead/pubs/rrp-faq.pdf>), ceramic tile or porcelain glazing is neither a surface coating nor a painted surface. Therefore, renovations that disturb porcelain glaze are not subject to the RRP Rule. However, disturbance or damage to porcelain may result in the generation of a lead hazard due to the potential for lead dust to be generated.
  - All work should be performed in accordance with all local, State, and Federal regulations. There is no requirement to remove lead paint or lead-based components prior to demolition of a structure. However, worker protections and waste disposal requirements must be implemented during all disturbance work. This includes submittal of required notifications and forms to State Department of Health Services. We recommend that all disturbance of lead-based paint or lead containing components be performed by properly trained personnel using lead safe work practices, including dust reduction methods or containment as necessary to prevent generation of a lead hazard. This will include appropriate containment, wet methods and use of hand scraping or similar methods that will minimize the generation of airborne dust emissions and potential lead hazards.
  - It is the responsibility of the contractor conducting LBP disturbance work to protect employees, the general public and prevent contamination of the site when disturbing lead. The contractor must comply with current EPA and OSHA regulations which require worker training and the use of lead safe work practices when disturbing lead. This includes the use of wet methods, proper containment and dust controls during all disturbance work where lead dust may be generated. Proper clean-up using HEPA vacuums and damp wiping methods is also recommended. The use of mechanical means (i.e., sanding, grindings, etc.) to remove paint with detectable levels of lead is not recommended unless the equipment is properly equipped with HEPA exhaust.
  - It is recommended that baseline soil samples be collected prior to field work and again following demolition tasks to determine lead concentrations and possible contamination issues from improper containment of lead painted components during demolition.
  - A limited number of painted surfaces showed detectable levels of lead at concentrations below the regulated thresholds of 1.0 mg/cm<sup>2</sup> (federal, state). These surfaces are not regulated as lead-based paint but may include worker protection requirements per

OSHA regulations found in Title 29 of the Code of Federal Regulations and Title 8 of the California Code of Regulations.

**General:**

- As our survey was limited to readily accessible areas, there is potential that suspect materials previously unidentified could be discovered during site renovation work. This could include suspect materials located inside walls, under floors, above ceilings, etc. If suspect materials are found during site work, the area should be isolated and any suspect materials tested to confirm or deny the presence of asbestos, lead or other hazards.
- A technical specification or work plan can be provided for contracting purposes as necessary for the pending renovation and abatement work. FCG can provide this document for an additional fee (see proposal dated July 18, 2013).
- FCG can provide project monitoring and clearance testing services as necessary to document the proper abatement of hazardous materials during the site renovation project. This may include air monitoring of work areas and final clearance testing using appropriate methodology to determine airborne asbestos fiber counts or dust wipe sampling for lead hazards. These services can be provided on a time and materials basis per our current Fee Schedule or a separate cost estimate can be provided upon request.
- Please contact Alan Forbess, FCG's Principal Consultant, at (805) 646-1995 if you have any questions or require bid proposals for additional services as noted above.



### **Limitations Statement**

The data compiled and evaluated as part of this assessment was limited and may not represent all conditions at the subject site. Asbestos was widely used until the late 1970's in thousands of building materials (i.e. joint compound, wallboard, thermal system insulation (TSI), acoustical ceiling, roofing material, etc.), making it difficult to locate all areas of ACM usage. This assessment reflects the data collected from the specific locations tested to identify Asbestos Containing Materials (ACM) in those locations and may not be all encompassing. There is always potential for asbestos containing materials to be missed due to problems with accessibility, and the broad variety of uses. The presence or absence of lead-based paint or lead-based paint hazards applies only to the tested or assessed surfaces on the date of the field visit. It should be understood that conditions noted within this report were accurate at the time of the inspection and in no way reflect the conditions at the property after the date of the inspection. All data collection, findings, conclusions and recommendations presented by FCG within this report are based upon limited data using current standard practices accepted within the industry. The conclusions and recommendations presented within this report are based on current regulations and the professional experience of the certified professionals involved in this project.

The data collected during this assessment and any resulting recommendations shall be used only by the client for the site described in this report. Any use or reliance of this report by a third party, including any of its information or recommendations, without the explicit authorization of the client shall be strictly at the risk of the third party.

It should not be misconstrued that this assessment has identified any or all environmental conditions at the subject site. FCG makes no representations regarding the accuracy of the enclosed data and will not be held responsible for any incidental or consequential loss or punitive damages including but not limited to, loss of profits or revenues, loss of use of a facility or land, delay in construction or action of regulatory agencies.

If you have any questions or concerns regarding the information provided, please do not hesitate to call us at 805.646.1995.

### **FCG Environmental**



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Prepared by:  
Alan Forbes, Principal Consultant  
CA Certified Asbestos Consultant No. 94-1549  
Certified Lead Inspector/Assessor #17425

# **Attachment 1**

Laboratory Analytical Results for  
Asbestos Bulk Samples

Chain of Custody Form

Sample Location Plot Plan



# Bulk Asbestos Analysis

(EPA Method 600/R-93-116, Visual Area Estimation)

FCG Environmental  
Alan Forbess  
1009 Mercer Avenue  
Ojai, CA 93023

**Client ID:** 7238  
**Report Number:** B180154  
**Date Received:** 07/29/13  
**Date Analyzed:** 07/30/13  
**Date Printed:** 07/30/13  
**First Reported:** 07/30/13

**Job ID/Site:** PVREC-01; Freedom Park Pool, 535 Houck St., Camarillo

**FALI Job ID:** 7238

**Date(s) Collected:** 07/25/2013

**Total Samples Submitted:** 25

**Total Samples Analyzed:** 21

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
1 Layer: Grey Putty Layer: Paint	50811730	Chrysotile	<b>Trace</b>				
Total Composite Values of Fibrous Components:		<b>Asbestos (Trace)</b>					
Cellulose (Trace)							
2 Layer: Grey Putty Layer: Paint	50811731	Chrysotile	<b>Trace</b>				
Total Composite Values of Fibrous Components:		<b>Asbestos (Trace)</b>					
Cellulose (Trace)							
3 Layer: Grey Putty Layer: Paint	50811732	Chrysotile	<b>Trace</b>				
Total Composite Values of Fibrous Components:		<b>Asbestos (Trace)</b>					
Cellulose (Trace)							
4 Layer: Grey Debris Layer: Foil	50811733						
Total Composite Values of Fibrous Components:		<b>Asbestos (ND)</b>					
Cellulose (Trace)							
5 Layer: Beige Woven Material with Paint Layer: Yellow Fibrous Material	50811734						
Total Composite Values of Fibrous Components:		<b>Asbestos (ND)</b>					
Cellulose (25 %)      Fibrous Glass (70 %)							
6 Layer: White Semi-Fibrous Material	50811735	Amosite	<b>15 %</b>	Crocidolite	<b>2 %</b>		
Total Composite Values of Fibrous Components:		<b>Asbestos (17%)</b>					
Cellulose (Trace)							
7	50811736	Comment: Sample not analyzed due to prior positive result in series.					
8	50811737	Comment: Sample not analyzed due to prior positive result in series.					

Client Name: FCG Environmental

Report Number: B180154

Date Printed: 07/30/13

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
<b>9</b>	50811738						
Layer: White Semi-Fibrous Material		Amosite	15 %	Crocidolite	2 %		
Total Composite Values of Fibrous Components: Cellulose (Trace)		<b>Asbestos (17%)</b>					
<b>10</b>	50811739						
Comment: Sample not analyzed due to prior positive result in series.							
<b>11</b>	50811740						
Layer: Off-White Fibrous Material		Chrysotile	75 %				
Layer: Off-White Woven Material			ND				
Total Composite Values of Fibrous Components: Cellulose (25 %)		<b>Asbestos (74%)</b>					
<b>12</b>	50811741						
Comment: Sample not analyzed due to prior positive result in series.							
<b>13</b>	50811742						
Layer: Beige Woven Material with Paint			ND				
Layer: Light Fibrous Fibrous Material		Chrysotile	65 %				
Layer: Tan Fibrous Material		Chrysotile	Trace				
Total Composite Values of Fibrous Components: Cellulose (60 %)		<b>Asbestos (23%)</b>					
<b>14</b>	50811743						
Layer: Green and Brown Coating			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components: Cellulose (Trace) Talc (2 %)		<b>Asbestos (ND)</b>					
<b>15</b>	50811744						
Layer: Beige Woven Material with Paint			ND				
Layer: Light Fibrous Fibrous Material		Chrysotile	65 %				
Layer: Tan Fibrous Material		Chrysotile	Trace				
Total Composite Values of Fibrous Components: Cellulose (60 %)		<b>Asbestos (23%)</b>					
<b>16</b>	50811745						
Layer: Green and Brown Coating			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components: Cellulose (Trace) Talc (2 %)		<b>Asbestos (ND)</b>					
<b>17</b>	50811746						
Layer: Green and Brown Coating			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components: Cellulose (Trace) Talc (2 %)		<b>Asbestos (ND)</b>					

Client Name: FCG Environmental

Report Number: B180154

Date Printed: 07/30/13

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
<b>18</b>	50811747						
Layer: Brown Non-Fibrous Material			<b>ND</b>				
Layer: Paint			<b>ND</b>				
Total Composite Values of Fibrous Components:		<b>Asbestos (ND)</b>					
Cellulose (Trace)							
<b>19</b>	50811748						
Layer: Grey Putty		Chrysotile	<b>Trace</b>				
Layer: Paint			<b>ND</b>				
Total Composite Values of Fibrous Components:		<b>Asbestos (Trace)</b>					
Cellulose (Trace)							
<b>20</b>	50811749						
Layer: Grey Putty		Chrysotile	<b>Trace</b>				
Layer: Paint			<b>ND</b>				
Total Composite Values of Fibrous Components:		<b>Asbestos (Trace)</b>					
Cellulose (Trace)							
<b>21</b>	50811750						
Layer: Grey Putty		Chrysotile	<b>Trace</b>				
Layer: Paint			<b>ND</b>				
Total Composite Values of Fibrous Components:		<b>Asbestos (Trace)</b>					
Cellulose (Trace)							
<b>22</b>	50811751						
Layer: 2 Black Tars			<b>ND</b>				
Layer: 2 Black Felts			<b>ND</b>				
Total Composite Values of Fibrous Components:		<b>Asbestos (ND)</b>					
Cellulose (25 %)							
<b>23</b>	50811752						
Layer: 3 Black Tars			<b>ND</b>				
Layer: 3 Black Felts			<b>ND</b>				
Total Composite Values of Fibrous Components:		<b>Asbestos (ND)</b>					
Cellulose (25 %)							
<b>24</b>	50811753						
Layer: Black Semi-Fibrous Tar		Chrysotile	<b>5 %</b>				
Total Composite Values of Fibrous Components:		<b>Asbestos (5%)</b>					
Cellulose (Trace)							
<b>25</b>	50811754						
Layer: Black Semi-Fibrous Tar		Chrysotile	<b>5 %</b>				
Total Composite Values of Fibrous Components:		<b>Asbestos (5%)</b>					
Cellulose (Trace)							

Client Name: FCG Environmental

Report Number: B180154

Date Printed: 07/30/13

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Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
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Steven Takahashi, Laboratory Supervisor, Rancho Dominguez Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

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7/30/13 Per Alan - Run sample 15  
1 of 2  
J Carillo



Forensic Analytical Laboratories, Inc.

Analysis Request Form (COC)

Client No.: 7238 Forbess Consulting Group, Inc. (FCG) 1009 Mercer Avenue Ojai, CA 93023		PO/Job#: PV Rec - 01 Date: July 25, 13
Contact: Alan Forbess, President		Turn Around Time: <input checked="" type="checkbox"/> Same Day <input checked="" type="checkbox"/> 1 Day <input type="checkbox"/> 2 Day <input type="checkbox"/> 3 Day <input type="checkbox"/> 4 Day <input type="checkbox"/> 5 Day
Phone: (805) 646-1995 Fax: (805) 659-3538		<input type="checkbox"/> PCM: <input type="checkbox"/> NIOSH 7400A / <input type="checkbox"/> NIOSH 7400B <input type="checkbox"/> Rotometer
E-mail: aforbess@pacbell.net		<input checked="" type="checkbox"/> PCM: <input checked="" type="checkbox"/> Standard / <input type="checkbox"/> Point Count 400-1000 / <input type="checkbox"/> CARE 435
Site: Freedom Park Pool		<input type="checkbox"/> TEM Air: <input type="checkbox"/> AHERA / <input type="checkbox"/> Yamate2 / <input type="checkbox"/> NIOSH 7402
Site Location: 535 Houck St. Camarillo		<input type="checkbox"/> TEM Bull: <input type="checkbox"/> Quantitative / <input type="checkbox"/> Qualitative / <input type="checkbox"/> Chatfield
Comments: * Run to 1st Positive		<input type="checkbox"/> TEM Water: <input type="checkbox"/> Potable / <input type="checkbox"/> Non-Potable / <input type="checkbox"/> Weight %
Report Via: <input type="checkbox"/> Fax <input type="checkbox"/> E-Mail <input type="checkbox"/> Verbal		<input type="checkbox"/> TEI: Microvac: <input type="checkbox"/> Qual(+/-) / <input type="checkbox"/> D5755(str/area) / <input type="checkbox"/> D5756(str/mass)
Matrix:		<input type="checkbox"/> IAQ Particle Identification (PLM LAB) <input type="checkbox"/> PLM Opaques/Soot
Analytes:		<input type="checkbox"/> Particle Identification (TEM LAB) <input type="checkbox"/> Special Project
Metals Analysis: Method:		

Sample ID	Date / Time	Sample Location / Description	FOR AIR SAMPLES ONLY				Sample Area / Air Volume
			Type	Time On/Off	Avg. LPM	Total Time	
* 1-3	7/25/13	Pool Equip Bldg. - Window Putty	LA P TC				
4		Duct Tape/wrap on Boiler Exhaust	LA P TC				
5		Pipe wrap - Ceiling of Pool Equip Rm	LA P TC				
* 6-8		TSI on hot water tank Mech Room / Locker Bldg.	LA P TC				
* 9-10		TSI on mudded elbows Locker Room Piping	LA P TC				
* 11, 12		TSI on straight runs Locker Room Piping	LA P TC				
13		Fiberglass + paper wrap Locker Room Piping	LA P TC				
* 14, 16-17		Flooring / Surface Coating of Locker Rooms	LA P TC				
18		Cove Base Surfacing Locker Room Floor	LA P TC				
* 19-21		Ext. Window Putty Locker Room Bldg.	LA P TC				

Per Alan,  
Please include sample # 15  
J Carillo

Sampled By: Alan Forbess	Date: 7-25-13	Time: 2:30pm
Shipped Via: <input type="checkbox"/> Fed Ex <input type="checkbox"/> DHL <input type="checkbox"/> UPS <input type="checkbox"/> US Mail <input type="checkbox"/> Courier <input type="checkbox"/> Drop Off <input checked="" type="checkbox"/> Other: ON TRAC		
Relinquished By: Alan Forbess	Relinquished By:	Relinquished By:
Date / Time: 7-26-13	Date / Time:	Date / Time:
Received By: J Carillo Courier	Received By:	Received By:
Date / Time: 7-29-13 10am	Date / Time:	Date / Time:
Condition Acceptable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No



Client Name & Address: FCG (Forbess Consulting Group, Inc.) 1009 Mercer Avenue Ojai, CA 93023		Client No.: 7238	PO/Job#: <b>PVRec-01</b>	Date: <b>7-25-13</b>
Contact: Alan Forbess, President		Turn Around Time: Same Day <input checked="" type="radio"/> 1Day / 2Day / 3Day / 4Day / 5Day		
Phone: (805) 646-1995		<input type="checkbox"/> PCM: <input type="checkbox"/> NIOSH 7400A / <input type="checkbox"/> NIOSH 7400B <input type="checkbox"/> Rotometer <input checked="" type="checkbox"/> PLM: <input checked="" type="checkbox"/> Standard / <input type="checkbox"/> Point Count 400 - 1000 / <input type="checkbox"/> CARB 435		
E-mail: <a href="mailto:aforbess@fcgenviron.com">aforbess@fcgenviron.com</a>		<input type="checkbox"/> TEM Air: <input type="checkbox"/> AHERA / <input type="checkbox"/> Yamate2 / <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> TEM Bulk: <input type="checkbox"/> Quantitative / <input type="checkbox"/> Qualitative / <input type="checkbox"/> Charfield <input type="checkbox"/> TEM Water: <input type="checkbox"/> Potable / <input type="checkbox"/> Non-Potable / <input type="checkbox"/> Weight % <input type="checkbox"/> TEM Microvac: <input type="checkbox"/> Qual(+/-) / <input type="checkbox"/> D5755(str/area) / <input type="checkbox"/> D5756(str/mass)		
Site: <b>Freedom Park Pool</b>		<input type="checkbox"/> IAQ Particle Identification (PLM LAB) <input type="checkbox"/> PLM Opaques/Soot <input type="checkbox"/> Particle Identification (TEM LAB) <input type="checkbox"/> Special Project		
Site Location: <b>535 Hauck St., Camarillo</b>		<input type="checkbox"/> Metals Analysis: Method: Matrix: Analytes:		

Comments: \_\_\_\_\_ Report Via:  Fax  E-Mail  Verbal

Sample ID	Date / Time	Sample Location / Description	FOR AIR SAMPLES ONLY				Sample Area / Air Volume
			Type	Time On/Off	Avg. LPM	Total Time	
22		Exterior Roof - Main Locker Bldg. Layer	A P C				
23		" " - Felt + tar underlayment	A P C				
24		" " - Grey mastic Heater Vent	A P C				
25		" " - Penetration mastic	A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				

Sampled By: **Alan Forbess** Date: **7/25/13** Time: \_\_\_\_\_

Shipped Via:  Fed Ex  DHL  UPS  US Mail  Courier  Drop Off  Other:

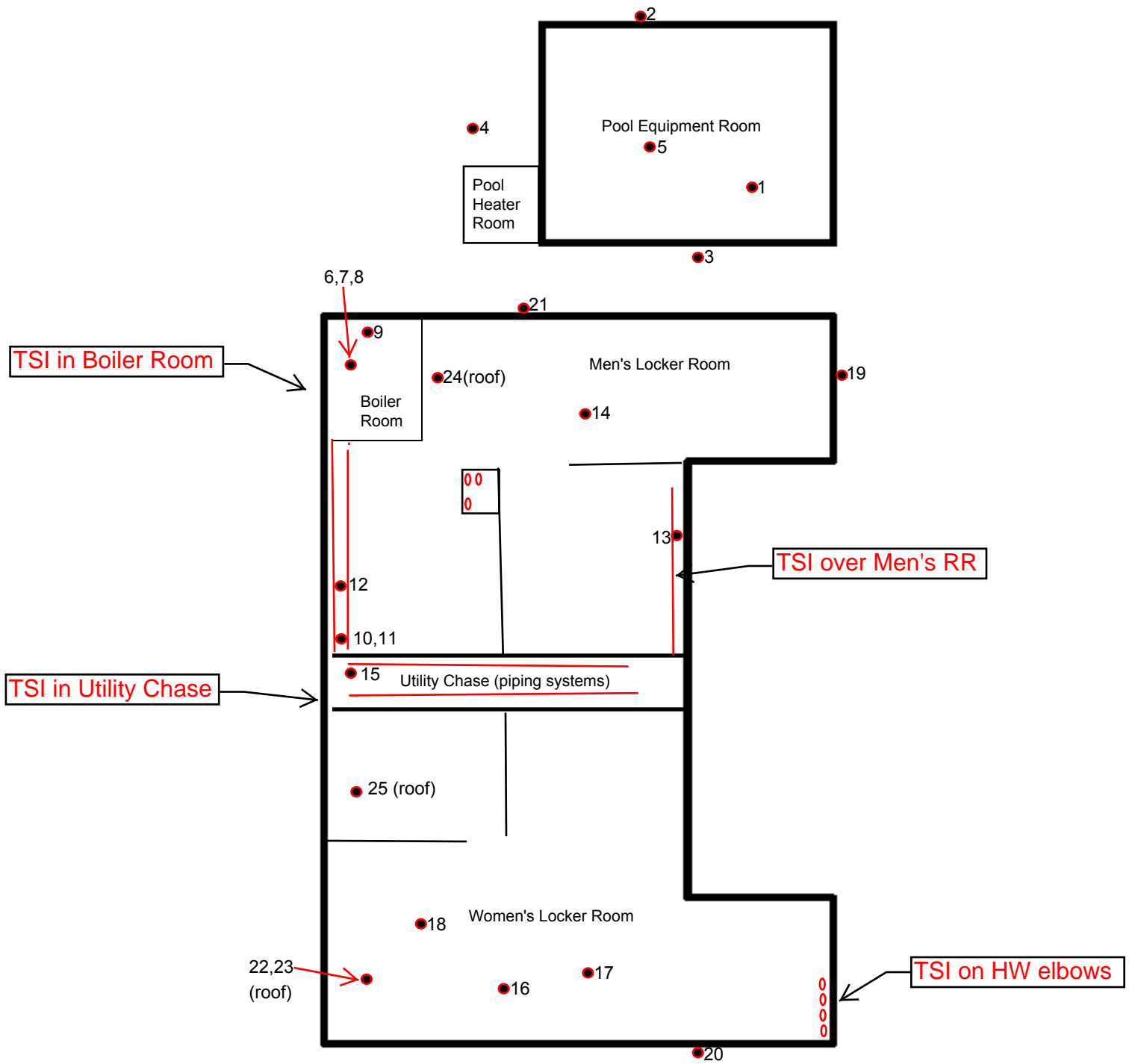
Relinquished By: <b>Alan Forbess</b>	Relinquished By:	Relinquished By:
Date / Time: <b>7-26-13</b>	Date / Time:	Date / Time:

Received By: <b>Camille Corvies</b>	Received By:	Received By:
Date / Time: <b>7-29-13 10am</b>	Date / Time:	Date / Time:

Condition Acceptable?  Yes  No    Condition Acceptable?  Yes  No    Condition Acceptable?  Yes  No



Figure 1 - Asbestos Sample Locations



## **Attachment 2**

XRF Field Readings Spreadsheet  
Lead Based Paint Survey

Plot Plan showing LBP

XRF Sampling Methodology

**Table of Materials Testing Positive for Lead Paint**  
Freedom Park Pool, 535 Houck Street, Camarillo, CA

Component	Substrate	Side	Condition	Color	Room	Misc 1	Results	Lead mg/cm <sup>2</sup>
DOOR jamb	METAL	A	INTACT	trquois	pool equip rm		Positive	1.3
DOOR jamb	METAL	C	INTACT	trquois	pool equip rm		Positive	2.6
DOOR	METAL	C	INTACT	trquois	pool equip rm	boiler rm	Positive	3.7
DOOR jamb	METAL	C	INTACT	BEIGE	pool equip rm	boiler rm	Positive	2
pipe ext	METAL	C	INTACT	BEIGE	pool equip rm	exterior	Positive	4.9
pipe bracket	METAL	C	INTACT	BEIGE	pool equip rm	exterior	Positive	4.5
WINDOW	METAL	B	INTACT	BEIGE	pool equip rm	exterior	Positive	1.8
WINDOW	METAL	D	INTACT	BEIGE	pool equip rm	exterior	Positive	2
guardrail	METAL	D	INTACT	GREEN	pool equip rm	exterior	Positive	2.3
guardrail	METAL	D	INTACT	RED	pool equip rm	int vault	Positive	3.2
TREAD	METAL	B	INTACT	YELLOW	pool equip rm	int vault stairs	Positive	3
DOOR	METAL	B	INTACT	BLUE	locker rooms	exterior	Positive	4.4
DOOR frame	METAL	B	INTACT	BLUE	locker rooms	exterior	Positive	3.4
WINDOW	METAL	B	INTACT	BEIGE	locker rooms	exterior	Positive	2.2
WINDOW	METAL	A	INTACT	BEIGE	locker rooms	exterior	Positive	1.9
DOOR	METAL	A	INTACT	BLUE	locker rooms	exterior	Positive	4.9
DOOR frame	METAL	A	INTACT	BLUE	locker rooms	exterior	Positive	5.4
DOOR	METAL	D	INTACT	BLUE	locker rooms	exterior	Positive	3.3
DOOR frame	METAL	D	INTACT	BLUE	locker rooms	exterior	Positive	4.2
DOOR	METAL	C	INTACT	BLUE	locker rooms	exterior	Positive	4.2
divider panel	METAL	A	INTACT	BLUE	locker rooms	Men's LR interior	Positive	1.6
Wall tile	ceramic	D	INTACT	GREEN	locker rooms	Men's LR interior	Positive	1.7
sink	porc	D	INTACT	WHITE	locker rooms	Men's LR interior	Positive	29.1
tile	ceramic	C	INTACT	WHITE	locker rooms	Men's LR interior	Positive	1.6
pipe column	METAL	C	INTACT	BEIGE	locker rooms	Men's LR interior	Positive	4.5
WALL tile	ceramic	D	INTACT	GREEN	locker rooms	Women's LR int.	Positive	1.2
WALL tile	ceramic	D	INTACT	GREEN	locker rooms	Women's LR int.	Positive	1.6
DOOR jam	METAL	C	INTACT	BLUE	locker rooms	Women's LR int.	Positive	3.5
COLUMN	METAL	C	INTACT	GREEN	pool area	covered awning	Positive	3.1
TRIM	CONCRETE	A	INTACT	GREEN	pool equip rm	fascia	Positive	2.7
TRIM	CONCRETE	A	INTACT	GREEN	locker rms ext	fascia	Positive	2
traffic stripe	CONCRETE	A	PEELING	YELLOW	pool equip rm		Positive	1.7
cove base	CONCRETE	D	PEELING	RED	Womens LRm		Positive	2.5

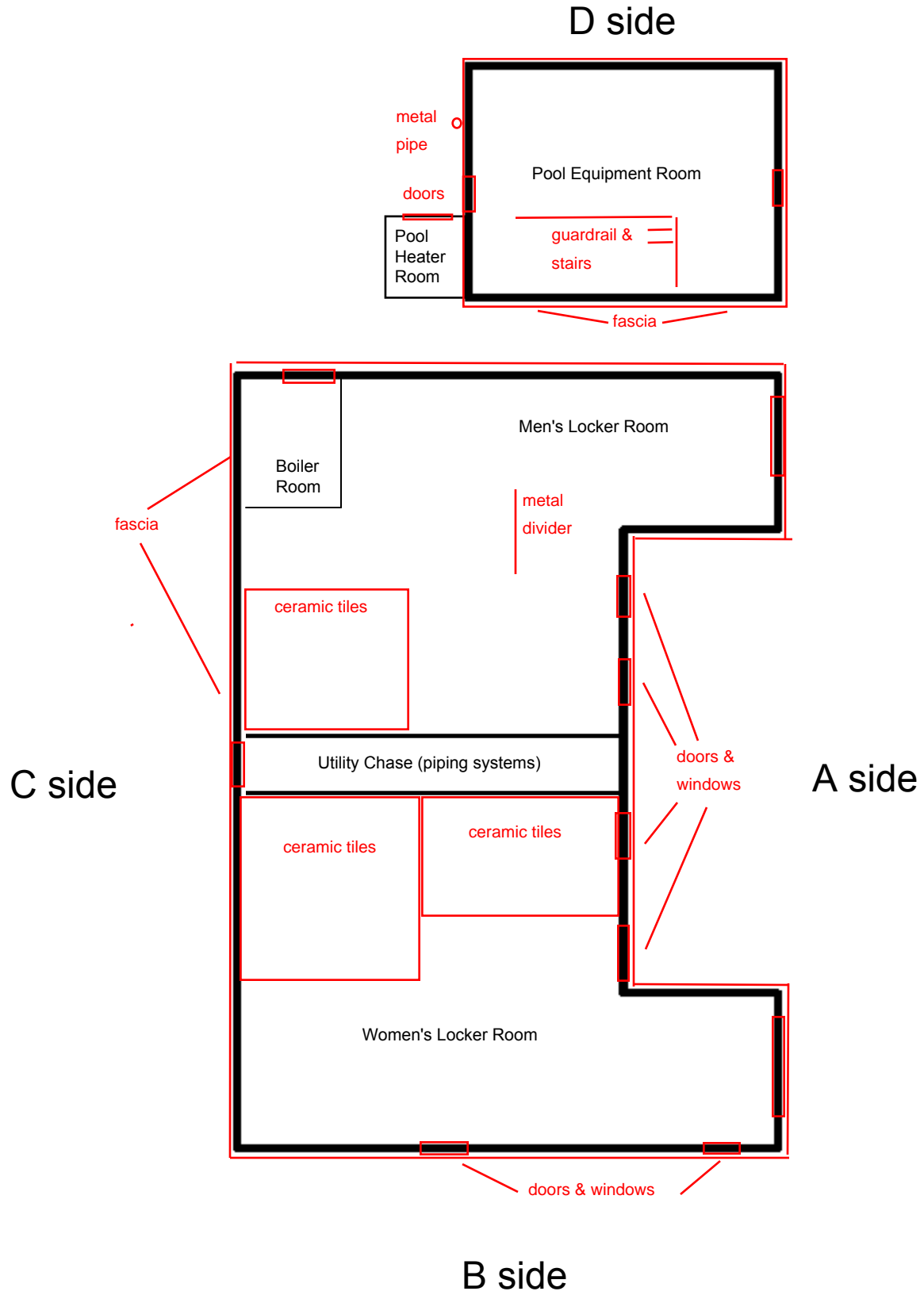
**Table of All XRF Field Readings for Lead Paint**  
Freedom Park Pool, 535 Houck Street, Camarillo, CA

Component	Substrate	Side	Condition	Color	Room	Misc 1	Results	Lead mg/cm <sup>2</sup>
CALIBRATE							Positive	1
CALIBRATE							Positive	1
CALIBRATE							Positive	1
WALL	CONCRETE	A	INTACT	BEIGE	pool equip rm	ext	Negative	0
WALL	CONCRETE	B	INTACT	BEIGE	pool equip rm	ext	Negative	0.01
WALL	CONCRETE	C	INTACT	BEIGE	pool equip rm	ext	Negative	0.01
WALL	CONCRETE	D	INTACT	BEIGE	pool equip rm	ext	Negative	0.01
WALL	CONCRETE	A	INTACT	BEIGE	pool equip rm	int	Negative	0
WALL	CONCRETE	B	INTACT	BEIGE	pool equip rm		Negative	0
WALL	CONCRETE	C	INTACT	BEIGE	pool equip rm		Negative	0
DOOR	METAL	A	INTACT	trquois	pool equip rm		Negative	0.04
DOOR fr	METAL	A	INTACT	trquois	pool equip rm		Negative	0.06
DOOR jam	METAL	A	INTACT	trquois	pool equip rm		Positive	1.3
DOOR	METAL	C	INTACT	trquois	pool equip rm		Negative	0.07
DOOR frm	METAL	C	INTACT	trquois	pool equip rm		Negative	0.08
DOOR jam	METAL	C	INTACT	trquois	pool equip rm		Positive	2.6
DOOR	METAL	C	INTACT	trquois	pool equip rm	boiler rm	Positive	3.7
DOOR frm	METAL	C	INTACT	BEIGE	pool equip rm	boiler rm	Negative	0.8
DOOR jam	METAL	C	INTACT	BEIGE	pool equip rm	boiler rm	Positive	2
boiler jckt	METAL	C	INTACT	BEIGE	pool equip rm	boiler rm	Negative	0
pipe ext	METAL	C	INTACT	BEIGE	pool equip rm	ext	Positive	4.9
pipe bracket	METAL	C	INTACT	BEIGE	pool equip rm	ext	Positive	4.5
handrail	METAL	B	INTACT	BLUE	pool equip rm	ext	Negative	0
WINDOW	METAL	B	INTACT	BEIGE	pool equip rm	ext	Positive	1.8
WINDOW	METAL	D	INTACT	BEIGE	pool equip rm	ext	Positive	2
guardrail	METAL	D	INTACT	GREEN	pool equip rm	ext	Positive	2.3
guardrail	METAL	D	INTACT	RED	pool equip rm	int vault	Positive	3.2
TREAD	METAL	B	INTACT	YELLOW	pool equip rm	int vault stairs	Positive	3
FLOOR	CONCRETE	B	INTACT	RED	pool equip rm	safty stripe	Negative	0
CEILING	METAL	UPPER	INTACT	YELLOW	pool equip rm	bracket	Negative	0.6
WALL	CONCRETE	A	INTACT	BEIGE	locker rooms	ext	Negative	0.01
WALL	CONCRETE	B	INTACT	BEIGE	locker rooms	ext	Negative	0.01
DOOR	METAL	B	INTACT	BLUE	locker rooms	ext	Positive	4.4
DOOR frm	METAL	B	INTACT	BLUE	locker rooms	ext	Positive	3.4
WINDOW	METAL	B	INTACT	BEIGE	locker rooms	ext	Positive	2.2
WINDOW	METAL	A	INTACT	BEIGE	locker rooms	ext	Positive	1.9
DOOR	METAL	A	INTACT	BLUE	locker rooms	ext	Positive	4.9
DOOR frm	METAL	A	INTACT	BLUE	locker rooms	ext	Positive	5.4
WALL	CONCRETE	D	INTACT	BEIGE	locker rooms	ext	Negative	0
WALL	CONCRETE	D	INTACT	BEIGE	locker rooms	ext	Negative	0
DOOR	METAL	D	INTACT	BLUE	locker rooms	ext	Positive	3.3
DOORfrm	METAL	D	INTACT	BLUE	locker rooms	ext	Positive	4.2
WALL	CONCRETE	C	INTACT	BEIGE	locker rooms	ext	Negative	0.01
DOOR	METAL	C	INTACT	BLUE	locker rooms	ext	Positive	4.2
WINDOW	METAL	C	INTACT	BEIGE	locker rooms	ext	Negative	0.8
TRIM	CONCRETE	A	INTACT	BEIGE	locker rooms	mens lr int	Negative	0.3
WALL	CONCRETE	B	INTACT	BEIGE	locker rooms	mens lr int	Negative	0.5
WALL	CONCRETE	C	INTACT	BEIGE	locker rooms	mens lr int	Negative	0.11

Component	Substrate	Side	Condition	Color	Room	Misc 1	Results	Lead mg/cm <sup>2</sup>
WALL	CONCRETE	D	INTACT	BEIGE	locker rooms	mens lr int	Negative	0.15
WINDOW	METAL	D	INTACT	BEIGE	locker rooms	mens lr int	Negative	0.08
WINDOW	METAL	A	INTACT	BEIGE	locker rooms	mens lr int	Negative	0.14
DOOR	METAL	A	INTACT	BLUE	locker rooms	mens lr int	Negative	0.09
DOOR frm	METAL	A	INTACT	BLUE	locker rooms	mens lr int	Negative	0.14
DOOR frm	METAL	A	INTACT	BLUE	locker rooms	mens lr int	Negative	0.13
divider panel	METAL	A	INTACT	BLUE	locker rooms	mens lr int	Positive	1.6
COLUMN	CONCRETE	A	INTACT	BLUE	locker rooms	mens lr int	Negative	0.13
bench	CONCRETE	D	INTACT	BLUE	locker rooms	mens lr int	Negative	0
wal tile	ceramic	D	INTACT	GREEN	locker rooms	mens lr int	Positive	1.7
sink	porc	D	INTACT	WHITE	locker rooms	mens lr int	Positive	29.1
urinl	porc	A	INTACT	WHITE	locker rooms	mens lr int	Negative	0.01
toilt	porc	B	INTACT	WHITE	locker rooms	mens lr int	Negative	0.01
jan sink	porc	B	INTACT	WHITE	locker rooms	mens lr int	Negative	0.02
tile	ceramic	C	INTACT	WHITE	locker rooms	mens lr int	Positive	1.6
pipe colum	METAL	C	INTACT	BEIGE	locker rooms	mens lr int	Positive	4.5
WALL	CONCRETE	A	INTACT	BEIGE	locker rooms	wmns lkrm	Negative	0.1
WALL	CONCRETE	B	INTACT	BEIGE	locker rooms	wmns lkrm	Negative	0.09
WALL	CONCRETE	C	INTACT	BEIGE	locker rooms	wmns lkrm	Negative	0.07
WALL	CONCRETE	D	INTACT	BEIGE	locker rooms	wmns lkrm	Negative	0.04
WALL tile	ceramic	D	INTACT	GREEN	locker rooms	wmns lkrm	Positive	1.2
WALL tile	ceramic	D	INTACT	GREEN	locker rooms	wmns lkrm	Positive	1.6
DOOR	METAL	A	INTACT	BLUE	locker rooms	wmns lkrm	Negative	0.14
DOOR frm	METAL	A	INTACT	BLUE	locker rooms	wmns lkrm	Negative	0.09
DOOR	METAL	C	INTACT	BLUE	locker rooms	wmns lkrm	Negative	0.17
DOOR frm	METAL	C	INTACT	BLUE	locker rooms	wmns lkrm	Negative	0.06
DOOR jam	METAL	C	INTACT	BLUE	locker rooms	wmns lkrm	Positive	3.5
DOOR jam	METAL	C	INTACT	BLUE	locker rooms	wmns lkrm	Negative	0.1
WINDOW	METAL	B	INTACT	BEIGE	locker rooms	wmns lkrm	Negative	0.1
WINDOW	METAL	A	INTACT	BEIGE	locker rooms	wmns lkrm	Negative	0.09
bench	WOOD	B	INTACT	GREEN	locker rooms	wmns lkrm	Negative	0
COLUMN	CONCRETE	B	INTACT	GREEN	locker rooms	wmns lkrm	Negative	0.01
toilt	CONCRETE	D	INTACT	WHITE	locker rooms	wmns lkrm	Negative	0.03
jan sink	porcln	D	INTACT	GREEN	locker rooms	wmns lkrm	Negative	0.03
WALL	CONCRETE	D	INTACT	BEIGE	locker rooms	staff shack	Negative	0
DOOR	WOOD	D	INTACT	GREEN	locker rooms	staff shack	Negative	0
DOOR jam	METAL	D	INTACT	GREEN	locker rooms	staff shack	Negative	0
DOOR jam	METAL	D	INTACT	GREEN	locker rooms	staff shack	Negative	0
DOOR jam	METAL	D	INTACT	GREEN	locker rooms	staff shack	Negative	0
WINDOW shutter	WOOD	B	INTACT	BEIGE	locker rooms	staff shack	Negative	0
WINDOW shutter sill	WOOD	B	INTACT	GREEN	locker rooms	staff shack	Negative	0
WINDOW shutter sill	WOOD	C	INTACT	GREEN	locker rooms	staff shack	Negative	0
pool tile	ceramic	C	INTACT	BLUE	pool area	staff shack	Negative	0
pool walls	ceramic	C	INTACT	BLUE	pool area	staff shack	Negative	0.05
pool walls	CONCRETE	C	INTACT	BLUE	pool area	staff shack	Negative	0.05
pool scuff strp	CONCRETE	C	INTACT	BLUE	pool area	staff shack	Negative	0.06
COLUMN	METAL	C	INTACT	GREEN	pool area	covered awning	Positive	3.1
awning	WOOD	C	INTACT	GREEN	pool area	covered awning	Negative	0.07
awning	WOOD	C	INTACT	GREEN	pool area	covered awning	Negative	0.03

Component	Substrate	Side	Condition	Color	Room	Misc 1	Results	Lead mg/cm <sup>2</sup>
WINDOW frm	WOOD	C	INTACT	BEIGE	pool area	covered awning	Negative	0.1
WINDOWcover	WOOD	C	INTACT	BROWN	pool area	covered awning	Negative	0
TRIM	CONCRETE	A	INTACT	GREEN	pool eqp rm	fascia	Positive	2.7
TRIM	CONCRETE	A	INTACT	GREEN	locker rms ext	fascia	Negative	0.01
TRIM	CONCRETE	A	INTACT	GREEN	locker rms ext	fascia	Positive	2
sink	porcln	C	INTACT	WHITE	pool eqp fm		Negative	0.02
sink cab	WOOD	C	INTACT	BLUE	pool eqp fm		Negative	0.7
sink cab upper	WOOD	C	INTACT	BLUE	pool eqp fm		Negative	0.4
sewer cvr	CONCRETE	A	PEELING	YELLOW	pool eqp fm		Negative	0
traffic stripe	CONCRETE	A	PEELING	YELLOW	pool eqp fm		Positive	1.7
FLOOR	CONCRETE	A	PEELING	RED	boys lr		Negative	0.02
FLOOR	CONCRETE	A	PEELING	GREEN	girls lr		Negative	0.03
cove base	CONCRETE	D	PEELING	RED	girls lr		Positive	2.5
CALIBRATE							Positive	1.1
CALIBRATE							Positive	1
CALIBRATE							Positive	1.1

# Lead Paint Survey Plot Plan



**XRF Sampling Methodology:** All inspections include a visual inspection of site surfaces to identify painted components and general site conditions. Field testing is performed by a CA Certified Lead Inspector/Assessor using a Niton X-Ray fluorescence (XRF) lead paint analyzer. The XRF sampling method uses a field instrument (X-Ray Fluorescence or XRF gun) to characterize suspect painted surfaces and components. XRF equipment is used to sample materials suspected of being coated with lead-based paint and lead-containing materials by “reading” the suspect materials through direct contact. The advantage of this method is that it provides instantaneous results and is a non-destructive method which allows for the collection of as many samples as time allows for the daily cost of the instrument. This survey method can also identify lead in ceramic tiles, porcelain or other suspect building materials. The survey attempts to define the extent of LBP and estimate quantities where possible. Paint is determined positive using the CA Dept. of Health Services criteria of 1.0 milligrams per square centimeter (mg/cm<sup>2</sup>). During the survey, the front or main side of the building is typically designated as the “A” side, with the remaining sides designated as “B”, “C” and “D” continuing in a clockwise manner. Where appropriate, a field sketch or plot plan is provided.

**Instrument Calibration:** The calibration of the Niton XLP 300A X-Ray fluorescence (XRF) instrument is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument. These XRF instruments are calibrated using a calibration standard block of known lead content. Three calibration readings are taken before and after each property is tested to insure manufacturer’s standards are met. If the inspection is longer than 4 hours, a set of 3 calibration readings must be taken before the 4 hours expires, and then an additional 3 calibration readings taken at the end of the inspection. If for any reason the instruments are not maintaining a consistent calibration reading within the manufacturer’s standards for performance on the calibration block supplied by the manufacturer, manufacturer’s recommendations are used to bring the instrument into calibration. If the instrument cannot be brought back into calibration, it is taken off the site and sent back to the manufacturer for repair and/or re-calibration.

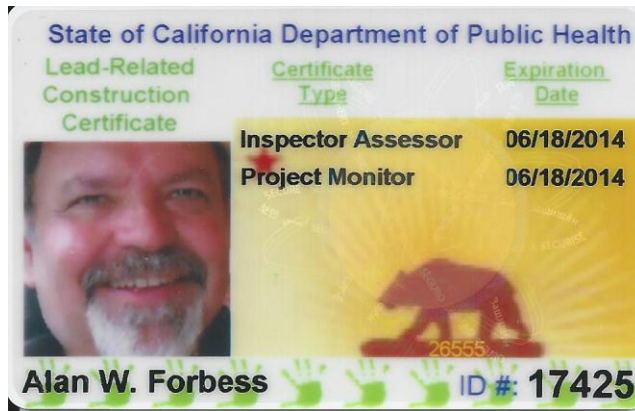
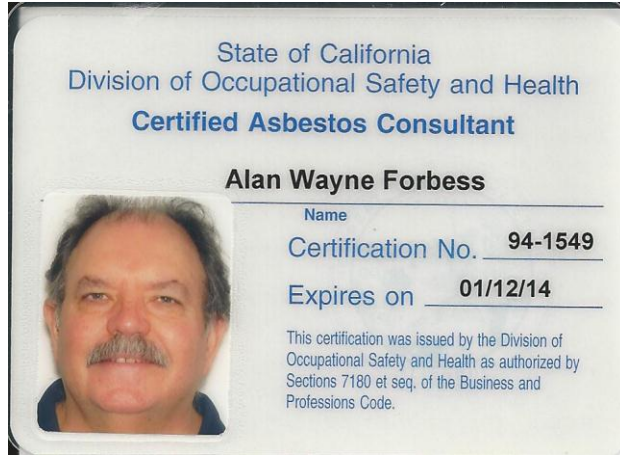
**Inspector Training and Qualifications:** All inspectors utilized by FCG are Certified Lead Inspectors/Assessors, having obtained certification through the *California Department of Public Health (CDPH)*. All inspectors have taken a State-certified 40 hour Inspector/Assessor course and passed the State Inspector/Assessor Exam. All FCG field personnel have also been trained in the use, calibration and maintenance of the X-Ray Fluorescence (XRF) equipment they currently use, along with necessary principles of radiation safety through a training program provided by the manufacturer.

**Equipment Information:** The field instrument used on this project was a Niton Model XLP 300A X-Ray fluorescence (XRF) lead paint analyzer (Serial No. 10106). The Niton instrument uses a high performance, electrically-cooled, solid-state detector optimized for lead (Pb) analysis using L-shell and K-shell x-ray detection. This instrument allows for XRF spectrum analysis in the field with automatic Positive/Negative decision and automatic corrections for substrate bias and age of source. All negative classifications in all paint-test modes are verified by negative K-shell x-ray readings. Please see Attachment 2 for a copy of the Performance Characteristic Sheet provided by Niton for the XLP 300A instrument. This document contains detailed information regarding the XRF instrument calibration, inconclusive range or thresholds for various substrates, operating parameters and other information. For more information on the Niton Model XLP 300A instrument, please visit the following website: [www.thermo.com/niton](http://www.thermo.com/niton)



**Attachment 3**  
**Inspector Certifications**

# Alan Forbes Certifications



**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

**LEAD AND ASBESTOS ABATEMENT PROJECT**

**FISCAL YEAR 2022-2023**

**SPEC NO. FP-2**

**BID OPENING: December 6, 2022, AT 10:00 A.M.**

1605 E. Burnley Street  
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT  
CALIFORNIA

CONTRACT DOCUMENTS,  
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

**LEAD AND ASBESTOS ABATEMENT PROJECT**

**SPEC NO. FP-2**

**FISCAL YEAR 2022-2023**

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo

Park Services Manager

Date

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**PLEASANT VALLEY RECREATION & PARK DISTRICT**  
**LEAD AND ASBESTOS ABATEMENT PROJECT**

**SPEC NO. FP-2**

**FISCAL YEAR 2022-2023**

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

**FOR THE**

**LEAD AND ASBESTOS ABATEMENT PROJECT  
SPEC NO. FP-2**

**PUBLIC NOTICE IS HEREBY GIVEN THAT:**

Sealed bids will be received at the Office of the District, 1605 E. Burnley Street Camarillo, CA 93010, up to the hour of **10:00 A.M. Tuesday, December 6, 2022**, at which time they will be publicly opened and read aloud in the Conference Room, of the District's offices, **1605 E. Burnley St. Camarillo, California**, for performing the following work:

**LEAD AND ASBESTOS ABATEMENT PROJECT  
SPEC NO. FP-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 "**LEAD AND ASBESTOS ABATEMENT PROJECT, SPEC NO. FP-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 Tuesday, **November 22, 2022, at 9:00 A.M.**, at the job site located at 535 Houck St, Camarillo Ca 93010.

**DESCRIPTION OF WORK:** The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said lead and asbestos abatement. The work will take place at 535 Houck St. in Camarillo, California, 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 ENGINEER'S ESTIMATE FOR THIS PROJECT IS: \$50,000.**

**COMPLETION OF WORK:** All work to be done under this contract shall be completed within **Thirty (30) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Engineer.

**LIQUIDATED DAMAGES:** Liquidated damages of \$250/day will apply to this 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/>. 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 "**C-22**" 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.

**N/A BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email the \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, 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 \_\_\_\_\_ PROJECT, SPEC .NO. FP-2 \_\_\_\_\_.**

**BID QUESTIONS:** All bid questions shall be submitted by email to [bcerasuolo@pvrrpd.org](mailto:bcerasuolo@pvrrpd.org), by November 29, 2022 by 10:00 a.m. 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.

**BID RESULTS:** Bid results shall also be available on the Pleasant Valley Recreation & Park District's website (<http://www.pvrrpd.org/>) within 24 hours after bid opening.



## **TIMELINE**

1. Request for Proposal Released	November 3, 2022
2. Notice to Bid goes in Paper	November 7, 2022
3. Job Walk	November 22, 2022, 9:00 a.m.
4. Questions in by	November 29, 2022, 10:00 a.m.
5. Proposals are Due and must be Received by	December 6, 2022 10:00 a.m.
6. Contract Award	January 4, 2023
7. Start Job	January 23, 2023
8. Completion of Project	February 24, 2023

## **ISOLATION AND REMOVAL PROCEDURES**

1. Isolation of the work area/s using layers of 6 mil plastic sheeting on walls/floors necessary for appropriate containment of the affected area/s. Vent registers will be sealed with plastic.
2. A decontamination unit will be set-up at the entrance of work area for employees and authorized visitors to enter and exit the work area.
3. The asbestos containing materials will be removed using wet removal techniques.

## INSTRUCTIONS TO BIDDERS

**N/A BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ at least 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR \_\_\_\_\_ PROJECT, SPEC NO. FP-2.**

**BID FORM:** All bids shall be submitted on the Bid Forms provided herein for the **LEAD AND ASBESTOS ABATEMENT PROJECT, SPEC NO. FP-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 Engineer, 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 **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 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 Engineer 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**

**LEAD AND ASBESTOS PROJECT**

**SPEC NO. FP-2**

**FISCAL YEAR 2022-2023**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**BID FOR THE  
LEAD AND ASBESTOS PROJECT**

**SPEC NO. FP-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 “**LEAD AND ASBESTOS ABATEMENT PROJECT, SPEC NO. FP-2**” which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**LEAD AND ASBESTOS ABATEMENT PROJECT, SPEC NO. FP-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**

**LEAD AND ASBESTOS ABATEMENT PROJECT  
SPEC NO. FP-2**

**BID SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	<b>THIS SECTION WILL BE FOR THE LEAD ABATEMENT IN THE LOCKER ROOM BUILDING</b>					
2.	Perform interior demolition as necessary to access all lead ceramic wall tile					
3.	Remove approximately 1,300 sq ft. of green lead ceramic wall tile throughout the Boys Shower and Restroom					
4.	Remove approximately 1,300 sq ft. of green lead ceramic wall tile throughout the Girls Shower and Restroom					
5.	Remove approximately 450 sq ft. of green lead ceramic wall tile from two west side restrooms					
6.	Remove 1 lead porcelain sink on the D side of the Boys Shower and Restroom					
7.	Scrape loose and flaking red lead paint from the cove base in the Girls Shower and Restroom					
8.	Provide generator(s) for electrical power to complete this work					
9.	Install critical barriers, plastic sheeting on walls and hepa-filtered exhaust					
10.	All materials will be removed utilizing wet removal methods					
11.	Perform Lead Waste Characterization of waste					
12.	Manifesting and disposal of asbestos waste					
13.						

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
14.	<b>POOL EQUIPMENT FOR LEAD ABATEMENT BUILDING</b>					
15.	Scrape loose and flaking yellow lead paint from the traffic stripe on the concrete					
16.						
17.	<b>THIS SECTION WILL BE FOR THE ASBESTOS ABATEMENT IN THE LOCKER ROOM BUILDING</b>					
18.	<b>Roof Mastics:</b> Remove approximately 12 sq ft. of black asbestos roof penetration mastics on vent pipes					
19.	<b>Window Putty:</b> Remove approximately 26 metal framed windows with <1% Asbestos window putty and dispose of as regular construction debris					
20.	<b>Asbestos Pipe and Tank Insulation:</b>					
21.	<i>Boys Locker Room:</i> Remove approximately 90 ln ft. of asbestos insulated pipe, elbows and joints					
22.	<i>Girls Locker Room:</i> Remove approximately 8 asbestos insulated pipe elbows					
23.	<i>Utility Chase:</i> Remove approximately 65 ln ft. of asbestos insulated pipe, elbows and joints					
24.	<i>Side Restrooms:</i> Remove approximately 20 ln ft. of asbestos insulated pipe at the ceiling					
25.	<i>Mech/Boiler Room:</i> Remove approximately 100 sq ft. of asbestos water tank insulation and 7 joints					
26.						
27.						

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
28.	<b>POOL EQUIPMENT FOR ASBESTOS ABATEMENT BUILDING</b>					
29.	Remove approximately 7 sq ft. of black asbestos roof penetration mastics on vent pipes					
30.	Remove approximately 7 metal framed windows with <1% Asbestos window putty and dispose of as regular construction debris.					
31.						
32.						
33.	File a 10-business day notification to Ventura County Air Pollution Control District, and pay fees, prior to commencement of work					
34.	Manifesting and disposal of asbestos waste					
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						
_____						

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_

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



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

	<b><u>NO.</u></b>	<b><u>DATED</u></b>	<b><u>NO.</u></b>	<b><u>DATED</u></b>
<b><u>The following Addenda are ACKNOWLEDGED and attached</u></b>				

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

DATED \_\_\_\_\_ AT \_\_\_\_\_

\_\_\_\_\_  
 COMPANY NAME

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_  
 \_\_\_\_\_ (Sole Owner, Partner, Corporate Officer) \*

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

**RESOLUTION OF CONSTRUCTION CLAIMS**

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_

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

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 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 Lead and Asbestos Abatement projects completed in the last 36 months:

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

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

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

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

Date of Inspection: \_\_\_\_\_

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

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE NO. & CLASS: \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**(TO ACCOMPANY BID)**

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

**QUESTIONNAIRE**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

**CONTRACTOR LICENSE AFFIDAVIT**

**STATE OF CALIFORNIA )**  
**COUNTY OF \_\_\_\_\_ ) ss.**

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

and says that he or she is \_\_\_\_\_ of \_\_\_\_\_,  
**Title Name of Firm**

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

\_\_\_\_\_  
**Contractor's State License Number and Classification**

\_\_\_\_\_  
**License Expiration Date**

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

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

on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**State License Number and Classification**

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

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



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

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

## AGREEMENT

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

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

**ARTICLE I:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "LEAD AND ASBESTOS ABATEMENT PROJECT, SPEC .NO. FP-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 Engineer, 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 **THIRTY (30) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, 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 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 \_\_\_\_\_, 2022

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

ATTEST:

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

Dated \_\_\_\_\_, 2022

**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:

**LEAD AND ASBESTOS ABATEMENT PROJECT**

**SPEC NO. FP-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.

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**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 535 Houck St, in Camarillo, California.

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

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

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

**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 Engineer, 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 426 – 426.9. 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 Engineer 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 Engineer, 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 Engineer 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 Engineer 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 Engineer 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.

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## **SPECIAL PROVISIONS**

### **PLEASANT VALLEY RECREATION & PARK DISTRICT**

### **LEAD AND ASBESTOS ABATEMENT PROJECT**

#### **SPEC NO. FP-2**

#### **FISCAL YEAR 2022-2023**

#### **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) Director, Engineer - The District's Public Works and District Engineer, acting either directly or through authorized agents. Also referred to herein as District Engineer.
- (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 Engineer. 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 **THIRTY (30) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Engineer.

(2) In the event that the Engineer 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 Engineer the Contractor shall have completely performed the contract on his or her part, the Engineer 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 Engineer for approval a written statement of the final quantities of contract items for inclusion in the

final invoice. Upon receipt of such statement, the Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Engineer'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 Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer.

[6] Provide the Engineer 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 Engineer may request.

[7] Dispose of materials not yet used in the work as directed by Engineer. 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 Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer formally accept the contract, and immediately upon and after such acceptance by the

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

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer 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 Engineer, 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 Engineer 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 Engineer.

[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 Engineer, the Engineer 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 engineer 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 engineer.

“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 Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer 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 Engineer, 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 Engineer's request for correction within a reasonable time as determined by the Engineer, 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 Engineer 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 Engineer 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 Engineer 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 Engineer, the Contractor shall attend all conferences and meetings that the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer 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 Engineer 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 Engineer.

**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 Engineer. 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 Engineer. 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 Engineer, 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 Engineer based on Contractor's request as submitted to the Engineer 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 Engineer.

In the event work is allowed by the Engineer 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 Engineer 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 Engineer and must be free of objectionable material. The Contractor must submit to the Engineer 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 Engineer. 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 Engineer. 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 Engineer, and the use of such facilities shall be strictly enforced by the Contractor.

**L. INSPECTION:** The Engineer, 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 Engineer. 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 Engineer 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 Engineer 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 Engineer. 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 Engineer.*

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 Engineer. 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 Engineer.

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

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 Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. 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 Engineer 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

### LEAD AND ASBESTOS ABATEMENT PROJECT

#### SPEC NO. FP-2

#### **Background Information / Scope of Project**

The subject site includes a community swimming pool with a large locker room building and pool equipment building that are scheduled for demolition. A smaller children's pool is also located on site and is overgrown with vegetation.

#### **Site Description:**

- The locker room building is a single-story concrete block structure of approximately 2,500 square feet, built on a concrete slab foundation with a concrete roof deck covered by aggregate hot mop roofing
- Interior walls and ceilings are painted concrete or plaster. Windows are unpainted metal frames with putty/glazing compound.
- The building is divided into two sides with the men's locker room and showers on the north side and the women's lockers on the south side. Each locker room features a shower area, restrooms and changing area. Lockers have been removed.
- A boiler and hot water system for locker rooms is located in the NW corner of the building.
- A utility chase with hot water piping and other mechanical systems runs east-west across the center of the building, dividing the two locker rooms in half.
- Access to the locker rooms is from the front or street side, with another entrance from the rear or pool deck side.
- The pool equipment building is approximately 600 square feet, with concrete block walls on a concrete slab foundation.
- The roofing consists of a concrete roof deck covered by a composite roofing material.
- This room houses two large water storage/treatment tanks and pump equipment for the main pool system.
- The circulating pump is located in a below-grade concrete vault located on the south side of the building.
- The large furnace/heating unit is located in an attached storage room on the SW corner.

**Scope of Project:** The following services were conducted in order to define asbestos and lead concerns at the subject site:

**Asbestos:** A visual inspection of the site was conducted to identify areas of suspect asbestos containing building materials. Bulk samples were collected from suspect materials for submittal

to a qualified laboratory. All bulk samples were analyzed by Forensic Analytical, a state-certified laboratory located in Rancho Dominguez, CA. All samples were analyzed by polarized light microscopy (PLM) method to document the asbestos content in each material.

**Lead:** Screening for lead-based paint or lead containing materials was conducted by XRF instrumentation. The XRF sampling method uses a field instrument (X-Ray Fluorescence or XRF gun) to characterize suspect painted surfaces and components. XRF equipment was used to sample materials suspected of being coated with lead based paint and lead-containing materials by “reading” the suspect materials through direct contact. The advantage of this method is that it provides instantaneous results and is a non-destructive method which allows for the collection of as many samples as time allows for the daily cost of the instrument. This survey method can also identify lead in ceramic tiles, porcelain or other suspect building materials. Paint is determined positive using the CA Dept. of Health Services criteria of 1.0 mg/cm<sup>2</sup>. The survey attempts to define the extent of LBP and estimate quantities where possible.

### **Asbestos Survey Findings**

FCG personnel conducted a visual inspection of the site and collected bulk samples from suspect materials on July 25, 2013. This section provides a summary of visual observations and bulk sampling results.

**Suspect Materials:** After a visual inspection of the site was completed, the following suspect asbestos materials were noted:

#### Locker Room Building

- Thermal Systems Insulation (TSI) on hot water tank in Mechanical/Boiler Room
- TSI on straight pipe runs and mudded elbows in both Locker Rooms
- Insulation materials on piping systems
- Texture coating on concrete floor of Locker Rooms
- Cove base surfacing on Locker Room floor
- Window putty
- Exterior roof – main roofing layers and felt & tar underlayment
- Exterior roof – penetration mastics

#### Pool Equipment Building

- Window putty
- Duct tape/wrap on boiler exhaust
- Insulation wrap on piping systems at ceiling

**Bulk Sampling Results:** FCG staff collected 25 bulk samples from suspect asbestos containing materials from the subject site buildings. The samples were labeled, stored in a zip lock bag and forwarded under chain-of-custody to Forensic Analytical, a certified asbestos laboratory located in Rancho Dominguez, CA. All samples were analyzed by Polarized Light Microscopy (PLM) using EPA Method 600/R-93-116, Visual Area Estimation. Table 1 below provides a summary of those materials which tested positive for asbestos based on laboratory analytical data from collected samples. Please refer to the Attachments for a complete copy of the laboratory analytical results.

**Table 1: List of Identified Asbestos Containing Materials (ACM)**

<b>Sample Number</b>	<b>Asbestos Containing Material</b>	<b>Location &amp; Est. Quantity</b>	<b>% Asbestos (ND = Non-Detect)</b>	<b>Friability &amp; Condition</b>
1-3	Window Putty	Pool Equipment Room (1 interior window 14 exterior)	<b>Grey Putty = Trace (&lt;1%)</b> Paint = ND	Category I, Friable material
6-8	TSI on Hot Water Tank	Mechanical/Boiler Room (7' L x 4' D or ~100 sf)	<b>White Insulation Material = 2% Crocidolite, 15% Amosite</b>	RACM
9	TSI on Elbows/Tees	Mechanical/Boiler Room (7 fittings @ 4" diameter)	<b>White Non-Fibrous Material = 2% Crocidolite, 15% Amosite</b>	RACM
10	TSI on Elbows/Tees	Utility Chase - South of Mechanical Room (15-20 @ 2-4" diameter)	<b>White Insulation Material = 2% Crocidolite, 15% Amosite</b>	RACM
11	TSI Pipe Wrap	Utility Chase Straight Runs (50-60 lf @ 4" diameter)	<b>White Insulation Material = 2% Crocidolite, 15% Amosite</b>	RACM
12	TSI on Hot Water Pipe (insulation & fittings)	Boy's Locker Room Shower Area (3 pipe runs of 75 LF, 3 fittings in Janitor Closet)	<b>Insulation Material = 75%</b> Off-White Woven Material = ND	RACM
13	TSI on Pipe w/ Wrap	Boy's Restroom (3 pipe runs @ 30 LF)	Beige Woven Material = ND <b>Insulation Material = 75%</b> <b>Tan Fibrous Material = Trace (&lt;1%)</b>	RACM
15	TSI on HW Pipe elbows	Girl's Locker Room, A side (~8 elbows)	Beige Woven Material = ND <b>Lt Fibrous Material = 65%</b>	RACM

			<b>Tan Fibrous Material = Trace (&lt;1%)</b>	
19-21	Exterior Window Putty	Locker Room Building (17-25 windows on A, B & D sides)	<b>Grey Putty = Trace (&lt;1%)</b> Paint = ND	Category I, Non-friable material
24-25	Roofing Mastics	Locker Room & Pool Equip. Buildings Pipe Penetrations (10-15 total)	<b>Black Tar Mastic = 5%</b>	Category I, Non-friable material

**Materials Containing a “Trace” (<1%) Asbestos:** The following suspect materials were sampled as part of our survey and found to contain a trace of asbestos:

- Window Putty/Glazing Compounds (both buildings)

These materials must be treated as asbestos containing unless further analysis by more quantitative methods such as “Point Count” or transmission electron microscopy (TEM) are utilized to quantify the actual concentration of asbestos in “trace” PLM sample results.

### **Lead-Based Paint & Materials Survey Findings**

**Lead:** The following painted surfaces and/or surface coatings were found to be at or above the 1.0 mg/cm<sup>2</sup> regulated level, and meet the definition of “lead-based”:

- Metal door jamb (turquoise) – Pool equipment room, A & C sides
- Metal door (turquoise) – Pool equipment room, C side
- Metal door & jamb (turquoise) – Pool equipment room-Boiler Room, C side
- Metal pipe & bracket (beige) – Pool equipment room exterior, C side
- Metal exterior windows (beige) – Pool equipment room exterior, B & D sides
- Metal guard rail (green) – Pool equipment room exterior, D side
- Metal guard rail (red) – Pool equipment room interior vault, D side
- Metal tread (yellow) – Pool equipment room interior vault stairs, B side
- Metal doors & frames (blue) – Locker rooms exterior, A, B, C & D sides
- Metal windows (blue) – Locker rooms exterior, A & B sides
- Metal divider panel (blue) – Men’s locker room interior, A side
- Ceramic wall tile (green) – Men’s locker room interior, D side
- Porcelain sink (green) – Men’s locker room interior, D side
- Ceramic tile (white) – Men’s locker room interior, C side
- Metal pipe column (beige) – Men’s locker room interior, C side
- Ceramic wall tile (green) – Women’s locker room interior, D side
- Metal door jamb (blue) – Women’s locker room interior, C side
- Metal column (green) – Pool area, covered awning, C side
- Concrete trim fascia (green) – Pool equipment room, A side



- Concrete trim fascia (green) – Locker rooms exterior, A side
- Concrete traffic stripe (red) – Pool equipment room, A side
- Concrete cove base (red) – Girl's locker room, D side

# Lead and Asbestos Survey Report Attachment 1

NOTICE CALLING FOR BID PROPOSALS FOR  
LEAD AND ASBESTOS ABATEMENT SPEC NO. FP-2

PUBLIC NOTICE IS HEREBY GIVEN that Pleasant Valley Recreation and Park District (PVRPD) invites sealed bids for the propose to furnish all labor, equipment, tools, and incidentals as required in the Plans, Specifications and Contract documents for said Freedom Pickleball Lead and Asbestos Abatement Project, SPEC NO. FP-2. The work will take place at 535 Houck St. Camarillo, California 93010 and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. Freedom Pickleball Lead and Asbestos **project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. D.I.R numbers are required for this project at the time of bid award.** Sealed bids will be received at the administrative office of Pleasant Valley Recreation and Parks 1605 E. Burnley St., Camarillo, CA 93010. Bids are due on **December 6, 2022**, by 10:00 am. There is a Mandatory site walk to be held on **November 22, 2022**, at 9:00am. A full set of contract documents are available for inspection on the Districts web site. **CLASSIFICATION OF CONTRACTORS' LICENSES** – In accordance with Public Contract Code Section 3300, a Contractor submitting a proposal for performance of the Work shall possess a classification of “**C- 22**” License. A Contractor shall certify that the license(s) specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated by the Contract Documents, and submission of a bid shall be deemed certification thereof by the bidder. Bidders are hereby notified they must meet all State and Federal Labor requirements, including the State Prevailing Wage rates shall apply. In addition, and Equal Employment Opportunity regulations shall apply.

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Dylan Gunning, MPA, CPRP, Administrative Analyst**

**DATE: November 3, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF PROPOSED  
CELL TOWER AT SPRINGVILLE PARK**

**SUMMARY**

The District has been approached by Eukon Group (EUKON) which represents Cingular Wireless PCS, LLC (by AT&T Mobility Corporation) (AT&T) to build new cell phone antennae at one of Pleasant Valley Recreation & Park District (District) parks. The AT&T antenna is proposed to be located at the Springville Dog Park. EUKON is requesting a Letter of Authorization from the District to start the zoning process with all applicable jurisdictions.

**BACKGROUND**

The District currently has three cell tower leases at the following properties: Mission Oaks (2), and Bob Kildee (1). As part of the lease agreements, the District receives \$91,704 annually in lease revenue.

The District has been approached by Eukon with a proposal to install a new cell phone tower at Springville Dog Park. To reach this point, District staff met with representatives from Eukon at the locations for a site inspection to scout for appropriate locations that both meet Eukon and District needs. On October 11, 2022, the District received a project plan proposal for the Springville Dog Park location. Parks and Administration staff reviewed the project plan proposal and recommended presenting the plans to the PVRPD Board to approve a Letter of Authorization to start the zoning process with all applicable jurisdictions.

**ANALYSIS**

The proposed site of the AT&T cell tower is located on the northern hillside of the Springville Dog Park among the trees close to the parking lot. A 12-foot by 24-foot wide, 10-foot high enclosure will be constructed with matching park building materials to house telecommunication equipment.

Eukon needs a Letter of Authorization from the landlord, PVPRD, to start the land use and building permit application(s) to obtain approval from applicable jurisdictions to install its antennae and related telecommunication equipment.

This is the first step in the process of the approval of placing the new cell tower. Once it is determined that the tower is feasible at the proposed location, the District will enter into lease term negotiations.

**FISCAL**

No fiscal impact at this time.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 1.3: Identify additional sources of revenue to reduce the reliance on property tax.

### **RECOMMENDATION**

It is recommended that the Board approve the General Manager to sign the Letters of Authorization for the proposed antennae and related telecommunication equipment located at Springville Dog Park.

### **ATTACHMENTS**

- 1) Letters of Authorization (1 page)
- 2) Cell Tower Design (8 pages)

**New Cingular Wireless PCS, LLC,  
By: AT&T Mobility Corporation  
LETTER OF AUTHORIZATION  
Landlord to Carrier**

**SITE NO: CLL02833**

**ADDRESS: 717 Camino Tierra Santa            Camarillo, CA 93010**

**APN #: 152-0-252-065**

I/We, \_\_\_\_\_, owners of the above described property, authorize New Cingular Wireless PCS, LLC (by: AT&T Mobility Corporation, its Manager) and/or their agent, Eukon Group, to act as my non-exclusive agent for the sole purpose of consummating any land-use or building permit application(s) necessary to obtain approval of the applicable jurisdiction for installation of its antennae and related telecommunications equipment on the premises located on the above described property.

I understand that this application may be denied, modified or approved with conditions, and that any such conditions of approval or modifications will be the sole responsibility of New Cingular Wireless PCS, LLC (by: AT&T Mobility Corporation, its Manager) and will be complied with prior to issuance of a building permit.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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









APPLICANT:



1432 EDINGER AVENUE,  
3RD FLOOR  
TUSTIN, CA 92780

ENGINEER:



an SFC Communications, Inc. Company  
65 POST, SUITE 1000  
IRVINE, CA 92618  
TEL: (949) 653-8566  
www.eukongroup.com

THIS PAGE CONTAINS CONFIDENTIAL INFORMATION. DISCLOSURE OR TRADE SECRET INFORMATION EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

DRAWN BY: JUD  
CHECKED BY: JAG

REV	DATE	DESCRIPTION
B	08/18/22	DRW COMMENTS
A	08/02/22	80% ZONING DRAWING

LICENSEE

NOT FOR CONSTRUCTION

PROJECT INFORMATION

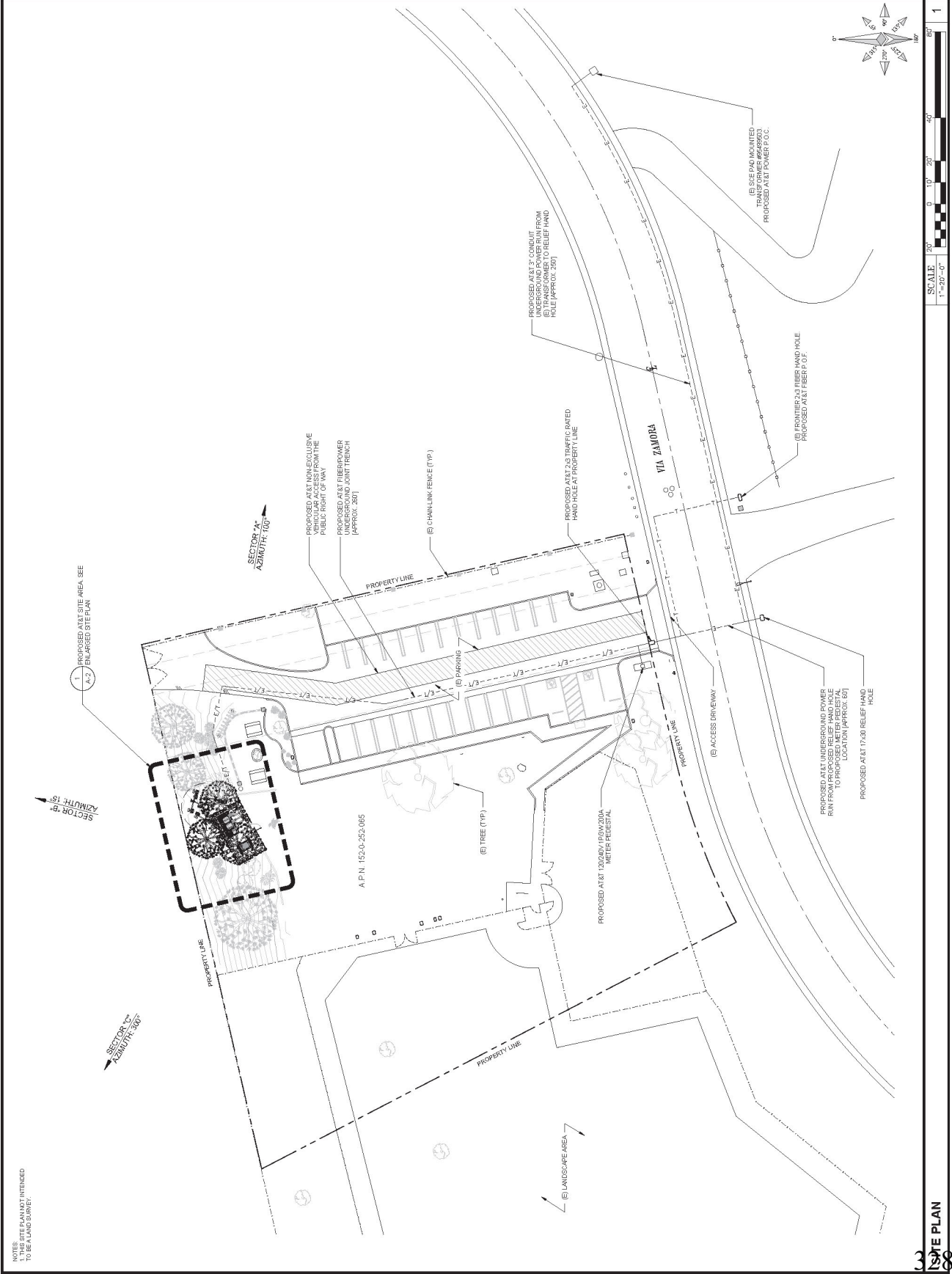
CS102833  
717 CAMINO TIERRA SANTA  
CAMARILLO, CA 93010

SHEET TITLE

SITE PLAN

SHEET NUMBER

A-1



APPLICANT:  
**at&t**  
 The new  
 1432 EDINGER AVENUE,  
 3RD FLOOR  
 TUSTIN, CA 92780

ENGINEER:  
**Eukon**  
 an AT&T Communications, Inc. Company  
 65 POST, SUITE 1000  
 IRVINE, CA 92618  
 TEL: (949) 653-8566  
 www.eukongroup.com

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DRAWN BY: JUD  
 CHECKED BY: AG

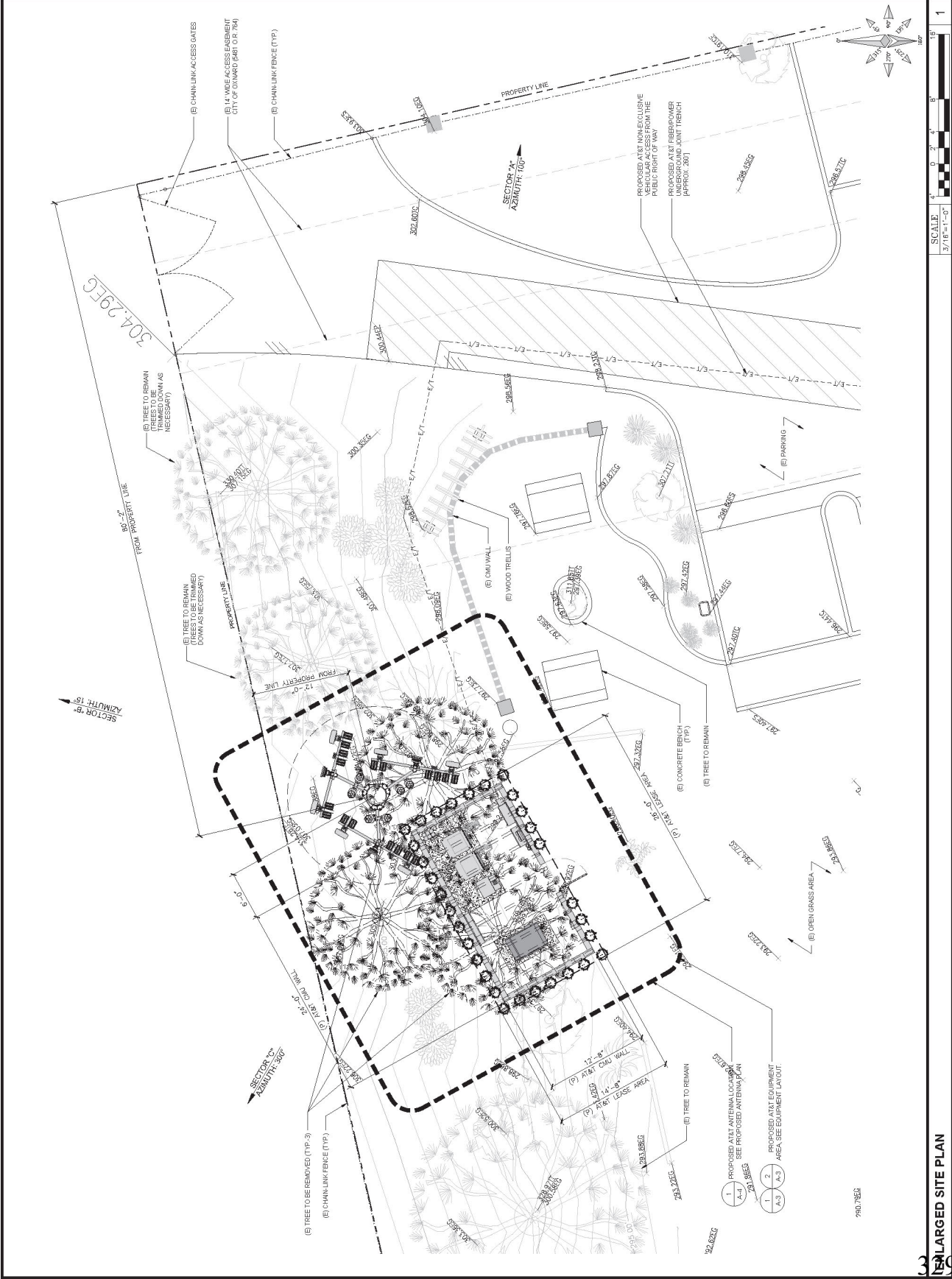
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B	08/18/22	DRW COMMENTS

NOT FOR CONSTRUCTION

PROJECT INFORMATION:  
 CSI:02833  
 717 CAMINO TIERRA SANTA  
 CAMARILLO, CA 93010

SHEET TITLE:  
 ENLARGED SITE PLAN

SHEET NUMBER:  
 A-2



SCALE: 3/16"=1'-0"  
 1

ENLARGED SITE PLAN







APPLICANT:



1462 EDINGER AVENUE,  
3RD FLOOR  
TUSTIN, CA 92780

ENGINEER:



85 POST, SUITE 1000  
IRVINE, CA 92618  
TEL: (949) 653-8666  
www.eukongroup.com

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CHECKED BY: JAS

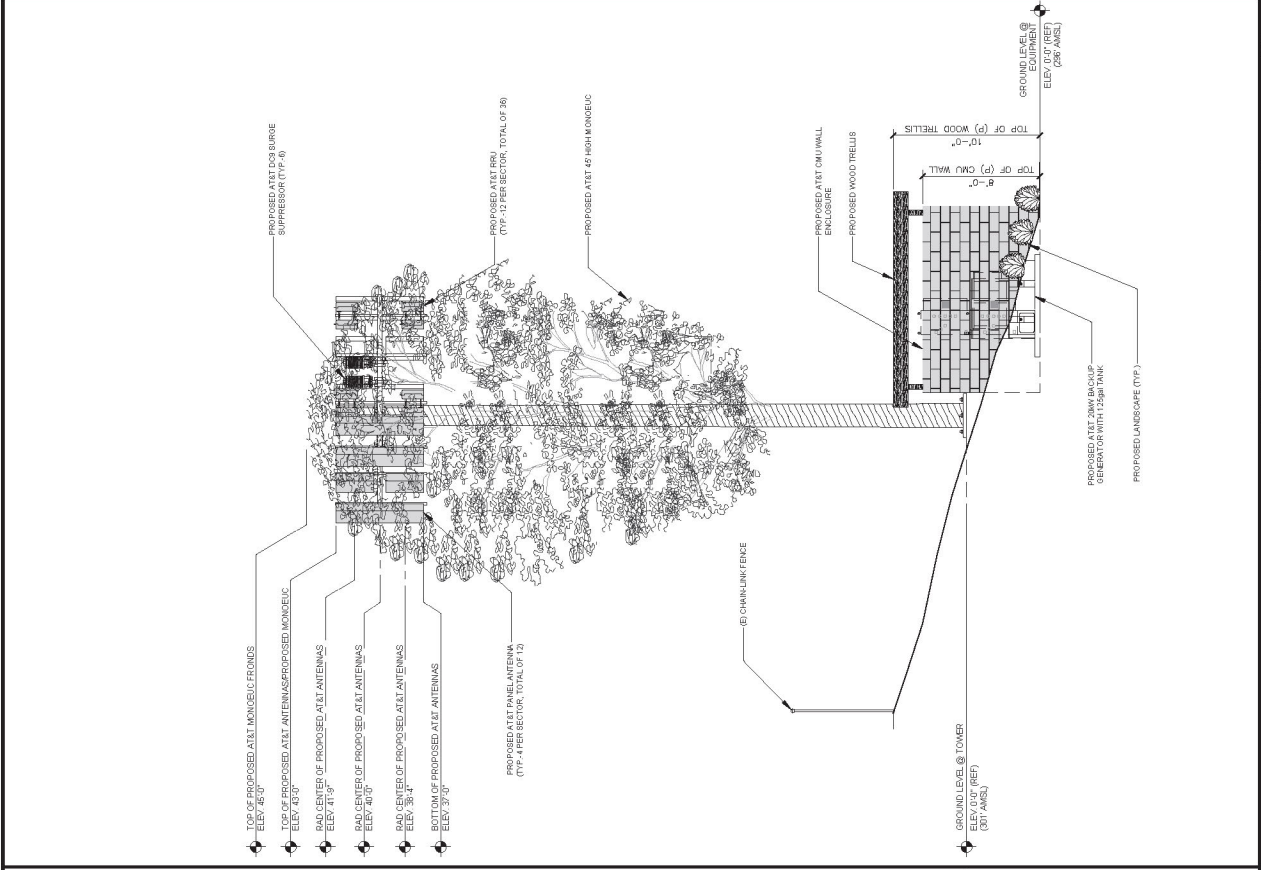
REV	DATE	DESCRIPTION
B	08/18/22	DRW COMMENTS
A	08/02/22	80% ZONING DRAWING

NOT FOR CONSTRUCTION

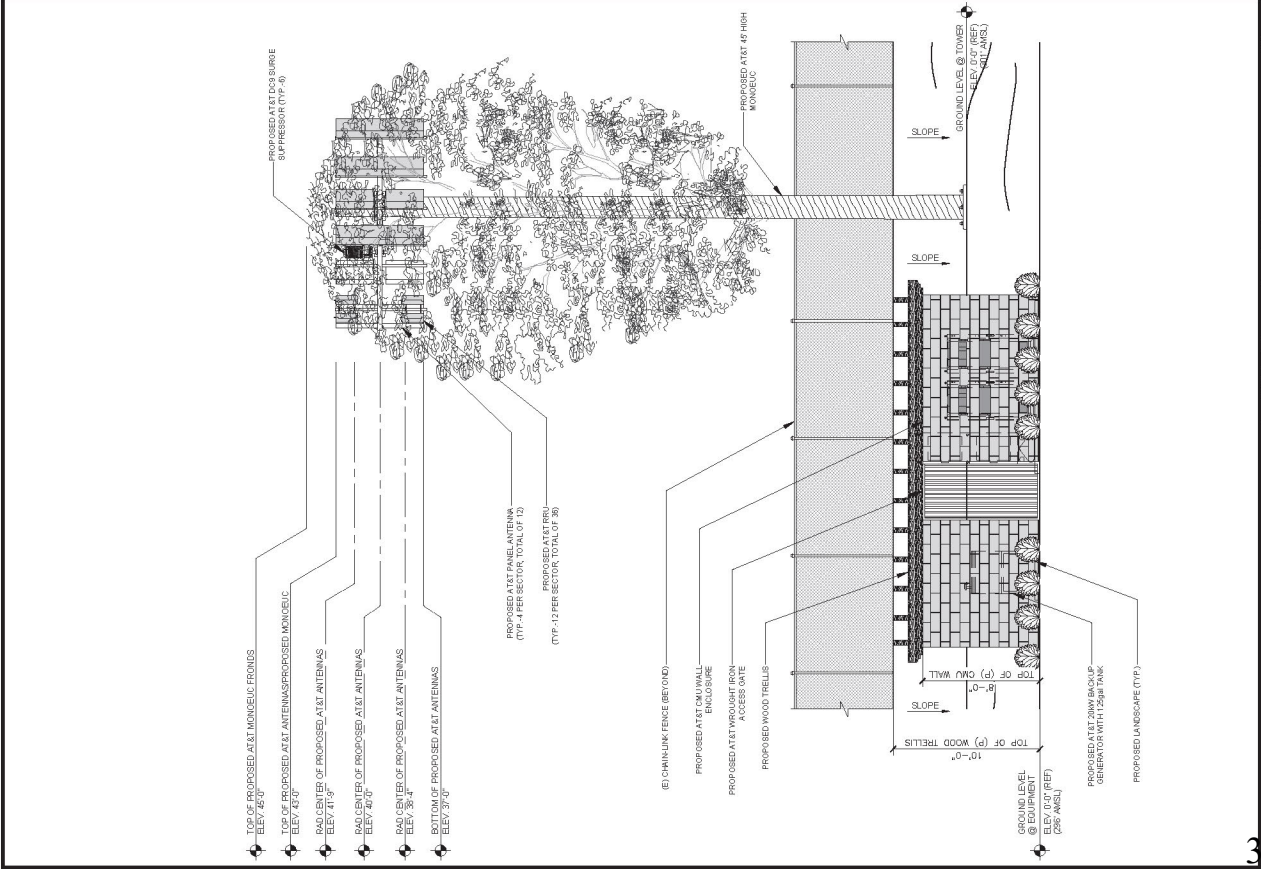
PROJECT INFORMATION:  
CS:02833  
717 CAMINO TIERRA SANTA  
CAMARILLO, CA 93010

SHEET TITLE:  
PROPOSED SOUTH AND  
WEST ELEVATIONS

SHEET NUMBER:  
A-5



PROPOSED WEST ELEVATION



PROPOSED SOUTH ELEVATION

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Dylan Gunning, Administrative Analyst**

**DATE: November 3, 2022**

**SUBJECT: CONSIDERATION AND REVIEW OF THE DISTRICT'S  
CONFLICT OF INTEREST CODE**

**SUMMARY**

Every even year, the District is required to review the Conflict of Interest Code and make changes if necessary. No changes are being considered.

**BACKGROUND**

The District adopted Resolution No. 137, Conflict of Interest Code on November 12, 1976 to comply with Government Code Section 87306.5. The Code was amended on February 13, 1980 by adopting Resolution No. 183, on August 2, 1998 by adopting Resolution No. 345, on June 4, 2008 by adopting Resolution No. 426, on September 5, 2012 by adopting Resolution No. 494, on July 2, 2014 by adopting Resolution No. 530, on December 4, 2014 by adopting Resolution No. 536, on September 17, 2016 by adopting Resolution No. 566, and on December 7, 2017 by adopting Resolution No. 581, and on July 1, 2020 by adopting Resolution No. 655.

**ANALYSIS**

Copies of Resolution Nos. 137, 183, 345, 426, 494, 530, 536, 566, 581, and 655 are attached for review. The Board must review the Code annually regardless of whether there are changes to be made. On a biannual basis, amendments are made on Exhibit A regarding Designated Positions. The Board must submit the changes and Exhibit A to the Clerk of the Board of Supervisors, County of Ventura. By reviewing this Conflict of Interest Code, the Board would comply with the law.

No changes are being recommended.

**FISCAL IMPACT**

There is no Fiscal Impact.

**RECOMMENDATION**

It is recommended the Board review and approve the District Conflict of Interest Code.

**ATTACHMENTS**

- 1) Resolution No. 137 (9 pages)
- 2) Resolution No. 183 (2 pages)
- 3) Resolution No. 345 (1 page)

- 4) Resolution No. 426 (2 pages)
- 5) Resolution No. 494 (3 pages)
- 6) Resolution No. 530 (1 page)
- 7) Resolution No. 536 (1 page)
- 8) Resolution No. 566 (5 pages)
- 9) Resolution No. 581 (5 pages)
- 10) Resolution No. 655 (5 pages)



CONFLICT OF INTEREST CODE  
OF THE PLEASANT VALLEY RECREATION & PARK DISTRICT  
OF THE COUNTY OF VENTURA

SECTION 100. PURPOSE. Pursuant to the provisions of Government Code sections 87300 et seq., the Pleasant Valley Recreation & Park District of the County of Ventura hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Code are additional to Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Code shall be interpreted in a manner consistent therewith.

SECTION 200. DESIGNATED POSITIONS. The positions listed on Exhibit "A" are designated positions. Officers and employees holding those positions are designated employees and are deemed to make, or participate in the making of, decisions which may foreseeably have a material effect on a financial interest.

SECTION 300. DISCLOSURE STATEMENTS. Designated positions shall be assigned to one or more of the disclosure categories set forth on Exhibit "B". Each designated employee shall file an annual statement disclosing that employee's interest in investments, real property, and income designated as reportable under the category to which the employee's position is assigned on Exhibit "B".

SECTION 400. PLACE AND TIME OF FILING.

(a) Each designated employee required to submit a statement of financial interest shall file the original with the Clerk of the Pleasant Valley Recreation & Park District. The Clerk shall make and retain a copy of the statements of the members of the Board of Directors and of the General Manager and shall forward the originals to the Clerk of the Board of Supervisors of Ventura County.

(b) A designated employee required to submit a statement of financial interest shall submit an initial statement within 30 days after the effective date of this Code.

(c) All other employees appointed, promoted or transferred to designated positions shall file initial statements not less than 10 days before assuming office (or if subject to confirmation, 10 days before being confirmed) unless an earlier assumption of office is required by emergency circumstances, in which case the statement shall be filed within 30 days thereafter.

(d) Annual statements shall be filed during the month of February by all designated employees. Such statements shall cover the period of the preceding calendar year or portion of the calendar year since a previous statement was filed under paragraphs (b) or (c) of this section.

(e) Each person who leaves a designated position specified in Exhibit "A" shall file a leaving office statement within 30 days after leaving.

SECTION 500. CONTENTS OF DISCLOSURE STATEMENTS.  
Disclosure statements shall be made on forms supplied by Clerk of the Pleasant Valley Recreation & Park District, and shall contain the following information:

(a) Contents of Investment and Real Property Reports:

When an investment, or an interest in real property, is required to be reported, the statement shall contain:

(1) A statement of the nature of the investment or interest;

(2) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

(3) The address or other precise location of the real property;

(4) A statement whether the fair market value of the investment, or interest in real property, exceeds ten thousand dollars (\$10,000), and whether it exceeds one hundred thousand dollars (\$100,000). This information need not be provided with respect to an interest in real property which is used principally as the residence of the filer.

(b) Contents of Personal Income Reports:

When personal income is required to be reported, the statement shall contain:

(1) The name and address of each source of income aggregating two hundred and fifty dollars (\$250) or more in value, or twenty-five dollars (\$25) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

(2) A statement whether the aggregate value of income from each source was greater than one thousand dollars (\$1,000), and whether it was greater than ten thousand dollars (\$10,000);

(3) A description of the consideration, if any, for which the income was received;

(4) In the case of a gift, the amount and the date on which the gift was received.

(c) Contents of Business Entity Income Reports:

When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

(1) The name, address, and a general description of the business activity of the business entity;

(2) In the case of a business entity which provides legal or brokerage services, the name of every person who paid fees to the business entity if the filer's prorata share of fees from such person was equal to or greater than one thousand dollars (\$1,000) and if there is a nexus between this person as a source of income and the governmental decisions made or to be made by the filer.

(3) In the case of a business entity not covered by paragraph (2), the name of every person from whom the business entity received payments if the filer's prorata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.

(d) Contents of Management Positions Reports:

When management positions are required to be reported, designated employees shall list the name of each business entity not specified above in which they are a director,

officer, partner, trustee, employee, or in which they hold any position of management.

(e) Initial Statement:

The initial statement filed by an employee to a designated position shall disclose any reportable investments and interests in real property.

(f) Acquisition or Disposal During Reporting Period:

In the case of a statement filed under Section 400 (e) or (f), if the investment, or interest in real property, was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.

(g) Contents of Leaving Office Statement:

The leaving office statement filed by designated employees shall disclose reportable investments, interests in real property, and income during the period since the closing date of the previous statement filed pursuant to this code. The statement shall include any investments in business entities, interests in real property, and income held or received at any time during the period covered by the statement, whether or not they are still held at the time of filing.

SECTION 600. DISQUALIFICATION. The following shall govern disqualification:

(a) Decisions Requiring Disqualifications:

Designated employees must disqualify themselves from making or participating in the making of any decision which will foreseeably have a material financial effect, distinguishable from its effect on the public generally, on any reportable interest of that employee or any other financial interest as defined in Government Code section 87103, except sources of gifts of less than two hundred and fifty dollars (\$250) in value. No designated employee shall be required to disqualify himself with respect to any matter which could not be legally acted upon or decided without his participation.

(b) Manner of Disqualification:

A designated employee with a disqualifying interest as set forth in paragraph (a) above shall, in writing, notify his immediate supervisor of the financial interest. Upon receipt of such notice, the supervisor shall reassign the matter to another employee unless the matter cannot legally be acted upon or decided without the designated employee's participation.

(c) Disqualification by Governing Board Member:

A governing board member with a disqualifying interest as set forth in paragraph (a) above shall give notice of and identify such interest at the meeting during which consideration of the financial interest takes place, and such notice and identification shall be made part of the official records of the meeting. The board member shall not participate in the decision nor in any way attempt to use his official position to influence any other person with respect to such matter. The governing board member may participate, after giving notice and identification of his financial interest, if the matter could not legally be acted upon or decided without his participation. The fact that an official vote is needed to break a tie does not make participation legally required.

EXHIBIT "A"

<u>Designated Positions</u>	<u>Disclosure Category</u>
All members of Board of Directors .....	1
General Manager .....	1
District Counsel .....	1
Recreation Manager .....	2
Park Foreman .....	2
Head Custodian .....	2
Administrative Secretary .....	2
Senior Recreation Leader .....	2

(No employee who performs purely ministerial, clerical or service functions shall be a designated employee.)

## EXHIBIT "B"

### Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

#### Group "1":

Designated employees in this Group must report:

All investments, interests in real property, and income, and any business entity in which the person is a director, officer, partner, trustee, employee or holds any position of management. Financial interests are reportable only if located within or subject to the jurisdiction of the District, or if the business entity is doing business or planning to do business in the jurisdiction or has done business within the jurisdiction at any time during the two years prior to the filing of the statement.

#### Group "2":

Designated employees in this Group must report:



A. Investments in any business entity which within the last two years has contracted, or in the future foreseeably may contract with the Pleasant Valley Recreation & Park District to provide services, supplies, materials, machinery or equipment to the Pleasant Valley Recreation and Park District.

B. Income from any source which, within the last two years has contracted, or in the future foreseeably may contract with the Pleasant Valley Recreation and Park District to provide services, supplies, materials, machinery or equipment to the Pleasant Valley Recreation and Park District.

C. His or her status as a director, officer, partner, trustee, employee, or holder of a position of management in any business entity which within the last two years has contracted, or in the future foreseeably may contract with the Pleasant Valley Recreation & Park District to provide services, supplies, materials, machinery, or equipment to the Pleasant Valley Recreation and Park District.



Regular Meeting  
November 12, 1976

Resolution #137

PLEASANT VALLEY RECREATION AND PARK DISTRICT

Upon motion by Director Rush, seconded by Director Reser, and carried by unanimous vote, the District hereby adopts the Conflict of Interest Code attached as Exhibit A and made part of this Resolution.

PASSED AND ADOPTED by the following vote on November 12, 1976:

Ayes: Wallace, Rush, Reser, Martin  
Noes: None  
Absent: None

CERTIFICATE

I, Carol R. Pariso, Clerk of the Board of the Pleasant Valley Recreation and Park District, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the above named District at its regular meeting November 12, 1976, a majority of directors being present and voting in favor of the resolution.

Date: November 13, 1976

\_\_\_\_\_  
Carol R. Pariso  
Clerk of the Board

RESOLUTION NO. 183

Be it resolved that the Conflict of Interest Code for Pleasant Valley Recreation and Park District be hereby amended by striking therefrom Section 400 in its entirety and inserting in place thereof of Section 400 as same is set forth on attached Schedule A.

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## SCHEDULE A

### SECTION 400. PLACE AND TIME OF FILING.

(a) Each designated employee required to submit a statement of financial interest shall file the statement with the Clerk of the Board who shall retain the statement except that for the statement(s) of the Members of Board of Directors & General Manager a copy shall be retained and the original forwarded to the Clerk of the Board of Supervisors of Ventura County.

(b) A designated employee required to submit a statement of financial interest shall submit an initial statement within 30 days after the effective date of this Code.

(c) Civil Service employees appointed, promoted or transferred to designated positions shall file initial statements within 30 days after date of employment.

(d) All other persons elected, appointed, promoted or transferred to designated positions shall file initial statements not more than 10 days after assuming office, or if subject to confirmation, 10 days after being confirmed.

(e) Annual statements shall be filed during the month of February by all designated employees. Such statements shall cover the period of the preceding calendar year or portion of the calendar year since a previous statement was filed under paragraphs (b), (c) or (d) of this section.

(f) A statement under (c), (d) or (e) of this section shall not be filed if within the prior 90 days the person has filed a disclosure statement reporting the same disclosure categories under Exhibit "B" of this code.

(g) Every person holding a designated position who terminates his employment shall file a leaving office statement not later than 30 days after leaving office.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESOLUTION NO. 345

RESOLUTION AMENDING CONFLICT OF INTEREST CODE

WHEREAS, the California Political Reform Act, Government Code Section 81000 et seq., and specifically that portion of the Political Reform Act entitled "Conflict Of Interest Code", commencing at Government Code Section 87300, require local governmental agencies within the State of California to adopt a Conflict Of Interest Code providing for the disclosure of assets, income, and management positions, and providing for disqualification of persons from participation in certain decision-making processes; and

WHEREAS, a Conflict of Interest Code consistent with the requirements of the Government Code was adopted by the Board of Directors by Resolution No.137; and

WHEREAS, as a result of changes in the law adopted by the Legislature, additional regulations promulgated by the Fair Political Practices Commission and Court decisions, and changes in the organizational structure of the District, the District's Conflict Of Interest Code is now in need of amendment; and

WHEREAS, the District's staff, in consultation with the California Fair Political Practices Commission and the County Clerk has prepared and submitted to the Board of Directors a proposed "Conflict Of Interest Code For The Pleasant Valley Recreation And Park District, County of Ventura, State of California",

NOW, THEREFORE, IT IS RESOLVED AND ORDERED that the Board of Directors of the Pleasant Valley Recreation And Park District hereby approves and adopts the "Conflict Of Interest Code For The Pleasant Valley Recreation And Park District, County Of Ventura, State Of California" presented to the Board and attached to this Resolution.

The foregoing Resolution was approved by the Board of Directors of the Pleasant Valley Recreation and Park District at a special meeting held on September 29 1998 at 1605 East Burnley Street, Camarillo, California on a motion by Director Schau, seconded by Director Crane, and duly carried.

AYES: Crane, Rockenstein, Bush, Schau

NOES: 0

ABSENT: Reser

Nancy C Bush

Chairman of the Board of Directors  
Pleasant Valley Recreation and Park District

RESOLUTION NO. 426

RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT  
TO AMEND CONFLICT OF INTEREST CODE

WHEREAS, the California Political Reform Act, Government Code Section 81000 et seq., and specifically that portion of the Political Reform Act entitled "Conflict of Interest Code", commencing at Government Code Section 87300, require local government agencies within the State of California to adopt a Conflict of Interest Code providing for the disclosure of assets, income, and management positions, and providing for disqualification of persons from participation in certain decision-making processes; and

WHEREAS, a Conflict of Interest Code consistent with the requirements of the Government Code was adopted by the Board of Directors by Resolution No. 137; and

WHEREAS, as a result of changes in the law adopted by the Legislature, additional regulations promulgated by the Fair Political Practices Commission and Court decisions, and changes in the organizational structure of the District, the District's Conflict of Interest Code Exhibit A Designated Positions, is now in need of amendment; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 4<sup>th</sup> day of June, 2008, by the following vote:


AYES: Directors Magner, Rockenstein, Kelley, & Malloy

NAYS: \_\_\_\_\_

ABSENT: Director Hamm

  
\_\_\_\_\_  
Mark Malloy, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

ATTESTED:

  
\_\_\_\_\_  
~~Patty Hamm, Secretary, Board of Directors~~  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT  
Mark Carlson, Board Clerk

COUNTY OF VENTURA  
2008 CONFLICT OF INTEREST CODE  
PLEASANT VALLEY RECREATION AND PARK DISTRICT

**EXHIBIT A**  
**Designated Positions**

<u># OF POSITIONS</u>	<u>POSITION TITLE</u>	<u>DISCLOSURE CATEGORY</u>
5	DIRECTOR	1
1	GENERAL MANAGER	1
1	HUMAN RESOURCE SUPERVISOR	1
1	FINANCIAL SUPERVISOR	1
1	PARK SUPERINTENDENT	2
1	PARK SUPERVISOR	2
3	RECREATION SUPERVISOR	2
1	RECREATION COORDINATOR	3

**RESOLUTION NO. 494**  
**RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT**  
**TO AMEND CONFLICT OF INTEREST CODE**

**WHEREAS**, the California Political Reform Act, Government Code Section 81000 et seq., and specifically that portion of the Political Reform Act entitled "Conflict of Interest Code", commencing at Government Code Section 87300, require local government agencies within the State of California to adopt a Conflict of Interest Code providing for the disclosure of assets, income, and management positions, and providing for disqualification of persons from participation in certain decision-making processes; and

**WHEREAS**, a Conflict of Interest Code consistent with the requirements of the Government Code was adopted by the Board of Directors by Resolution No. 137; and

**WHEREAS**, as a result of changes in the law adopted by the Legislature, additional regulations promulgated by the Fair Political Practices Commission and Court decisions, and changes in the organizational structure of the District, the District's Conflict of Interest Code Exhibit A Designated Positions, is now in need of amendment; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 5th day of September, 2012, by the following vote:

**AYES:** 5 Directors Magner, Rockenstein, Kelley, Malloy, Hamm


**NAYS:** 0

**ABSENT:** 0



\_\_\_\_\_  
Patty Hamm, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**ATTESTED:**

  
\_\_\_\_\_  
Elaine Magner, Secretary, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

COUNTY OF VENTURA  
2012 CONFLICT OF INTEREST CODE  
PLEASANT VALLEY RECREATION AND PARK DISTRICT

**EXHIBIT A**  
**Designated Positions**

<u># OF POSITIONS</u>	<u>POSITION TITLE</u>	<u>DISCLOSURE CATEGORY</u>
5	DIRECTOR	1
1	GENERAL MANAGER	1



## 2012 CONFLICT OF INTEREST CODE

pleasant Valley Recreation and Park District

**Insert Name of Organization – Agency/Department**

### Exhibit B Disclosure Categories

Subject to the definitions set forth in the Political Reform Act and applicable regulations:

#### Category 1 – BROADEST DISCLOSURE

- (1) All sources of income including gifts, loans and travel payments;
- (2) All interests in real property; and
- (3) All investments and business positions in business entities.

#### Category 2 – REAL PROPERTY

All interests in real property.

#### Category 3 – LAND DEVELOPMENT AND TRANSACTION

All investments, business positions and income including gifts, loans and travel payments, from sources of the type which engage in land development, construction, or acquisition or sale of real property.

#### Category 4 – PROCUREMENT

All investments, business positions and income including gifts, loans and travel payments, from sources of the type which provide services, facilities, supplies, materials, machinery or equipment of the type utilized by the County of Ventura.

#### Category 5 – PROCUREMENT – DEPARTMENT/AGENCY-SPECIFIC

All investments, business positions and income including gifts, loans and travel payments, from sources of the type which provide services, facilities, supplies, materials, machinery or equipment of the type utilized by the department(s), agency(ies) and/or programs as to which the designated position has responsibility.

#### Category 6 – REGULATION AND PERMITTING

All investments, business positions and income including gifts, loans and travel payments, from sources of the type which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the department(s), agency(ies) and/or programs as to which the designated position has responsibility.

#### Category 7 – FUNDING

All investments, business positions and income including gifts, loans and travel payments, from sources of the type which receive grants or other monies from or through the department(s), agency(ies) and/or programs as to which the designated position has responsibility.

**RESOLUTION NO. 530  
RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT  
TO AMEND CONFLICT OF INTEREST CODE**

**WHEREAS**, the California Political Reform Act, Government Code Section 81000 et seq., and specifically that portion of the Political Reform Act entitled "Conflict of Interest Code", commencing at Government Code Section 87300, require local government agencies within the State of California to adopt a Conflict of Interest Code providing for the disclosure of assets, income, and management positions, and providing for disqualification of persons from participation in certain decision-making processes; and

**WHEREAS**, a Conflict of Interest Code consistent with the requirements of the Government Code was adopted by the Board of Directors by Resolution No. 137; and

**WHEREAS**, as a result of changes in the law adopted by the Legislature, additional regulations promulgated by the Fair Political Practices Commission and Court decisions, and changes in the organizational structure of the District, the District's Conflict of Interest Code Exhibit A Designated Positions, is now in need of amendment; and

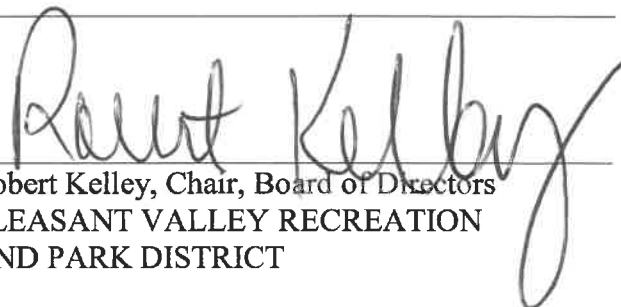
**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.


**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 2nd day of July, 2014, by the following vote:

**AYES:** Dir. Dixon, Dir. Wagner, Dir. Mittleer, Dir. Malloy, Dir. Kelley

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

  
\_\_\_\_\_  
Robert Kelley, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**ATTESTED:**  
  
\_\_\_\_\_  
Neal Dixon, Secretary, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**RESOLUTION NO. 536**  
**RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT**  
**TO AMEND CONFLICT OF INTEREST CODE**

**WHEREAS**, the Political Reform Act, Government Code section 81000 et seq., requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings; and

**WHEREAS**, the terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the Pleasant Valley Recreation and Park District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Pleasant Valley Recreation and Park District. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A;

**WHEREAS, IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 4th day of December, 2014, by the following vote:

**AYES:** Dir Wagner, Dir Malloy, Dir Dixon, Dir Mishler, Dir Kelley

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

  
\_\_\_\_\_  
Robert Kelley, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**ATTESTED:**   
\_\_\_\_\_  
Neal Dixon, Secretary, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**RESOLUTION NO. 566**  
**RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT**  
**TO AMEND CONFLICT OF INTEREST CODE**

The Political Reform Act, Government Code section 81000 et seq. requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the Pleasant Valley Recreation and Park District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Pleasant Valley Recreation and Park District. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A.

**IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 7<sup>th</sup> day of September 2016, by the following vote:

**AYES:** Magner, Malloy, Kelley, Dixon, Chairman Mishler

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_



Mike Mishler, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**ATTESTED:**



Mark Malloy, Secretary, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**EXHIBIT A – DESIGNATED POSITIONS AND FILING OFFICERS**

<b># of POSITIONS</b>	<b>POSITION TITLE</b>	<b>DISCLOSURE CATEGORIES (From Exhibit B)</b>	<b>FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency's Clerk [AC])</b>
<b>5</b>	<b>Director</b>	<b>1</b>	<b>COB</b>
<b>1</b>	<b>General Manager</b>	<b>1</b>	<b>COB</b>
<b>1</b>	<b>Administrative Services Manager</b>	<b>1</b>	<b>COB</b>
<b>1</b>	<b>Park Services Manager</b>	<b>1</b>	<b>COB</b>
<b>1</b>	<b>Recreation Services Manager</b>	<b>1</b>	<b>COB</b>
<b>3</b>	<b>Recreation Supervisor</b>	<b>3,4,5,6</b>	<b>COB</b>
<b>1</b>	<b>Parks Supervisor</b>	<b>3,4,5,6</b>	<b>COB</b>
<b>1</b>	<b>Administrative Analyst</b>	<b>3,4,5,6</b>	<b>COB</b>
Consultants <sup>1</sup>			

<sup>1</sup> The disclosure, if any, required of a consultant will be determined on a case-by-case basis by the head of the agency or designee. The determination of whether a consultant has disclosure requirements should be made in writing on a Fair Political Practices Commission Form 805. The determination should include a description of the consultant's duties and based upon that description, a statement of the extent, if any, of the disclosure requirements. Each Form 805 is a public record and should be retained for public inspection either in the same manner and location as the Conflict of Interest Code, or with appropriate documentation at the location where the Conflict of Interest Code is maintained, cross-referencing to the Form 805.

## **EXHIBIT B – DISCLOSURE CATEGORIES**

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

### **Category 1 – BROADEST DISCLOSURE**

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

- (1) All sources of *income, gifts, loans and travel payments*;
- (2) All *interests in real property*; and
- (3) All *investments and business positions in business entities*.

### **Category 2 – REAL PROPERTY**

[SEE FORM 700 SCHEDULE B]

All interests in real property, including interests in real property held by business entities and trusts in which the public official holds a business position or has an investment or other financial interest.

### **Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which engage in land development, construction, or real property acquisition or sale.

### **Category 4 – PROCUREMENT**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

### **Category 5 – REGULATION AND PERMITTING**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

### **Category 6 – FUNDING**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which receive grants or other funding from or through the designated position's agency or department.

**APPENDIX - DESIGNATING OFFICIALS WHO  
MANAGE PUBLIC INVESTMENTS**

Pursuant to Government Code section 87200 et seq., certain city and county officials, as well as all “other officials who manage public investments,” are required to disclose their economic interests in accordance with the Political Reform Act. This Appendix provides the relevant definitions for determining which public officials qualify as “other officials who manage public investments,” designates the agency’s positions which qualify as such, and states the Filing Officer for each designated position.

**APPLICABLE DEFINITIONS**

As set forth in 2 California Code of Regulations section 18701, the following definitions apply for the purposes of Government Code section 87200:

(1) “Other public officials who manage public investments” means:

(A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

(B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

(C) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (1)(B) above.

(2) “Public investments” means the investment of public moneys in real estate, securities, or other economic interests for the production of revenue or other financial return.

(3) “Public moneys” means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

(4) “Management of public investments” means the following non-ministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

## DESIGNATED POSITIONS AND FILING OFFICERS

Based on the foregoing, the following agency positions and/or consultants qualify as “other officials who manage public investments” and shall file Statements of Economic Interests (Form 700) pursuant to Government Code section 87200 et seq. with the below-designated Filing Officers:

<b># of POSITIONS</b>	<b>POSITION TITLE/CONSULTANT</b>	<b>FILING OFFICER</b> (Designate County Clerk of Board [COB] or Local Agency’s Clerk [AC])
<b>5</b>	<b>Director</b>	<b>COB</b>
<b>1</b>	<b>General Manager</b>	<b>COB</b>
<b>1</b>	<b>Administrative Services Manager</b>	<b>COB</b>



**RESOLUTION NO. 581**  
**RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT**  
**TO AMEND CONFLICT OF INTEREST CODE**

The Political Reform Act, Government Code section 81000 et seq. requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the Pleasant Valley Recreation and Park District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Pleasant Valley Recreation and Park District. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A.

**IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.**


**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 7<sup>th</sup> day of December 2017, by the following vote:

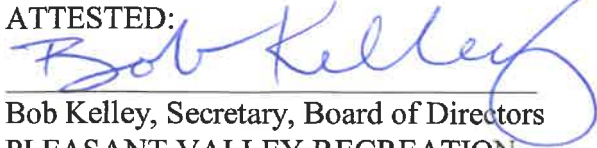
**AYES:** Directors Magner, Malloy, Mishler, Kelley, Dixon

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

  
\_\_\_\_\_  
Neal Dixon, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**ATTESTED:**

  
\_\_\_\_\_  
Bob Kelley, Secretary, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**EXHIBIT A – DESIGNATED POSITIONS AND FILING OFFICERS**

<b># of POSITIONS</b>	<b>POSITION TITLE</b>	<b>DISCLOSURE CATEGORIES (From Exhibit B)</b>	<b>FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency’s Clerk [AC])</b>
<b>5</b>	<b>Director</b>	<b>1</b>	<b>COB</b>
<b>1</b>	<b>General Manager</b>	<b>1</b>	<b>COB</b>
<b>1</b>	<b>Administrative Services Manager</b>	<b>1</b>	<b>COB</b>
<b>1</b>	<b>Park Services Manager</b>	<b>1</b>	<b>COB</b>
<b>1</b>	<b>Recreation Services Manager</b>	<b>1</b>	<b>COB</b>
<b>3</b>	<b>Recreation Supervisor</b>	<b>3,4,5,6</b>	<b>COB</b>
<b>2</b>	<b>Parks Supervisor</b>	<b>3,4,5,6</b>	<b>COB</b>
<b>2</b>	<b>Administrative Analyst</b>	<b>3,4,5,6</b>	<b>COB</b>
Consultants <sup>1</sup>			

<sup>1</sup> The disclosure, if any, required of a consultant will be determined on a case-by-case basis by the head of the agency or designee. The determination of whether a consultant has disclosure requirements should be made in writing on a Fair Political Practices Commission Form 805. The determination should include a description of the consultant’s duties and based upon that description, a statement of the extent, if any, of the disclosure requirements. Each Form 805 is a public record and should be retained for public inspection either in the same manner and location as the Conflict of Interest Code, or with appropriate documentation at the location where the Conflict of Interest Code is maintained, cross-referencing to the Form 805.

## **EXHIBIT B – DISCLOSURE CATEGORIES**

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

### **Category 1 – BROADEST DISCLOSURE**

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

- (1) All sources of *income, gifts, loans and travel payments*;
- (2) All *interests in real property*; and
- (3) All *investments and business positions in business entities*.

### **Category 2 – REAL PROPERTY**

[SEE FORM 700 SCHEDULE B]

All interests in real property, including interests in real property held by business entities and trusts in which the public official holds a business position or has an investment or other financial interest.

### **Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which engage in land development, construction, or real property acquisition or sale.

### **Category 4 – PROCUREMENT**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

### **Category 5 – REGULATION AND PERMITTING**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

### **Category 6 – FUNDING**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which receive grants or other funding from or through the designated position's agency or department.

**APPENDIX - DESIGNATING OFFICIALS WHO  
MANAGE PUBLIC INVESTMENTS**

Pursuant to Government Code section 87200 et seq., certain city and county officials, as well as all “other officials who manage public investments,” are required to disclose their economic interests in accordance with the Political Reform Act. This Appendix provides the relevant definitions for determining which public officials qualify as “other officials who manage public investments,” designates the agency’s positions which qualify as such, and states the Filing Officer for each designated position.

**APPLICABLE DEFINITIONS**

As set forth in 2 California Code of Regulations section 18701, the following definitions apply for the purposes of Government Code section 87200:

(1) “Other public officials who manage public investments” means:

(A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

(B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

(C) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (1)(B) above.

(2) “Public investments” means the investment of public moneys in real estate, securities, or other economic interests for the production of revenue or other financial return.

(3) “Public moneys” means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

(4) “Management of public investments” means the following non-ministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

## DESIGNATED POSITIONS AND FILING OFFICERS

Based on the foregoing, the following agency positions and/or consultants qualify as “other officials who manage public investments” and shall file Statements of Economic Interests (Form 700) pursuant to Government Code section 87200 et seq. with the below-designated Filing Officers:

<b># of POSITIONS</b>	<b>POSITION TITLE/CONSULTANT</b>	<b>FILING OFFICER</b> (Designate County Clerk of Board [COB] or Local Agency’s Clerk [AC])
<b>5</b>	<b>Director</b>	<b>COB</b>
<b>1</b>	<b>General Manager</b>	<b>COB</b>
<b>1</b>	<b>Administrative Services Manager</b>	<b>COB</b>

**RESOLUTION NO. 655**  
**RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT**  
**TO AMEND CONFLICT OF INTEREST CODE**

**WHEREAS**, the Political Reform Act, Government Code section 81000 et seq., requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., §18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings; and

**WHEREAS**, the terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the Pleasant Valley Recreation and Park District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Pleasant Valley Recreation and Park District Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A;

**WHEREAS, IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 1<sup>st</sup> day of July 2020, by the following vote:

**AYES:** Malloy, Mishler, Kelley, Dixon, Magner

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

Elaine Magner  
Elaine Magner, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**ATTESTED:**  
Mike Mishler  
Mike Mishler, Secretary, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

**EXHIBIT A – DESIGNATED POSITIONS AND FILING OFFICERS**

<b># of POSITIONS</b>	<b>POSITION TITLE</b>	<b>DISCLOSURE CATEGORIES (From Exhibit B)</b>	<b>FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency's Clerk [AC])</b>
5	<b>Director</b>	1	<b>COB</b>
1	<b>General Manager</b>	1	<b>COB</b>
1	<b>Administrative Services Manager</b>	1	<b>COB</b>
1	<b>Park Services Manager</b>	1	<b>COB</b>
1	<b>Recreation Services Manager</b>	1	<b>COB</b>
2	<b>Recreation Supervisor</b>	3,4,5,6	<b>COB</b>
2	<b>Parks Supervisor</b>	3,4,5,6	<b>COB</b>
2	<b>Administrative Analyst</b>	3,4,5,6	<b>COB</b>
1	<b>Development Analyst</b>	3,4,5,6	<b>COB</b>
Consultants <sup>1</sup>			

<sup>1</sup> The disclosure, if any, required of a consultant will be determined on a case-by-case basis by the head of the agency or designee. The determination of whether a consultant has disclosure requirements should be made in writing on a Fair Political Practices Commission Form 805. The determination should include a description of the consultant's duties and based upon that description, a statement of the extent, if any, of the disclosure requirements. Each Form 805 is a public record and should be retained for public inspection either in the same manner and location as the Conflict of Interest Code, or with appropriate documentation at the location where the Conflict of Interest Code is maintained, cross-referencing to the Form 805.

## **EXHIBIT B – DISCLOSURE CATEGORIES**

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

### **Category 1 – BROADEST DISCLOSURE**

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

- (1) All sources of *income, gifts, loans and travel payments*;
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### **Category 2 – REAL PROPERTY**

[SEE FORM 700 SCHEDULE B]

All interests in real property, including interests in real property held by business entities and trusts in which the public official holds a business position or has an investment or other financial interest.

### **Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which engage in land development, construction, or real property acquisition or sale.

### **Category 4 – PROCUREMENT**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

### **Category 5 – REGULATION AND PERMITTING**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

### **Category 6 – FUNDING**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which receive grants or other funding from or through the designated position's agency or department.



**APPENDIX - DESIGNATING OFFICIALS WHO  
MANAGE PUBLIC INVESTMENTS**

Pursuant to Government Code section 87200 et seq., certain city and county officials, as well as all “other officials who manage public investments,” are required to disclose their economic interests in accordance with the Political Reform Act. This Appendix provides the relevant definitions for determining which public officials qualify as “other officials who manage public investments,” designates the agency’s positions which qualify as such, and states the Filing Officer for each designated position.

**APPLICABLE DEFINITIONS**

As set forth in 2 California Code of Regulations section 18701, the following definitions apply for the purposes of Government Code section 87200:

(1) “Other public officials who manage public investments” means:

(A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

(B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

(C) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (1)(B) above.

(2) “Public investments” means the investment of public moneys in real estate, securities, or other economic interests for the production of revenue or other financial return.

(3) “Public moneys” means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

(4) “Management of public investments” means the following non-ministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

## DESIGNATED POSITIONS AND FILING OFFICERS

Based on the foregoing, the following agency positions and/or consultants qualify as “other officials who manage public investments” and shall file Statements of Economic Interests (Form 700) pursuant to Government Code section 87200 et seq. with the below-designated Filing Officers:

<b># of POSITIONS</b>	<b>POSITION TITLE/CONSULTANT</b>	<b>FILING OFFICER</b> (Designate County Clerk of Board [COB] or Local Agency’s Clerk [AC])
<b>5</b>	<b>Director</b>	<b>COB</b>
<b>1</b>	<b>General Manager</b>	<b>COB</b>
<b>1</b>	<b>Administrative Services Manager</b>	<b>COB</b>

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Dylan Gunning, Administrative Analyst**

**DATE: November 3, 2022**

**SUBJECT: APPROVAL OF A SECOND READING FOR THE  
ADOPTION OF ORDINANCE NO. 13, AN ORDINANCE  
OF THE BOARD OF DIRECTORS OF THE PLEASANT  
VALLEY RECREATION AND PARK DISTRICT  
SETTING BOARD MEMBER COMPENSATION**

**SUMMARY**

Approval of this second reading will allow for the adoption of Ordinance No. 13, an ordinance that sets board member compensation. The District is obligated to comply with several Government codes, in particular the Public Resource Code Section 5784.15. Each Board Member of the Board of Directors may receive per diem compensation for each day of service rendered, together with expenses, subject to limits set forth by the law.

**BACKGROUND**

The District is obligated to comply with several Government codes, in particular, the Public Resource Code Section 5784.15. Each Board Member of the Board of Directors may receive per diem compensation for each day of service rendered, together with expenses, subject to limits set for by the law. Within these sections, the code requires that special districts establish policies and procedures for the orderly and efficient operation of Board business.

At the July 7, 2021 Board meeting, the Board of Directors adopted Ordinance No. 12, setting District Board members compensation at \$110.25 per meeting, not to exceed 5 meetings per month.

Pursuant to Public Resources Code 5784.15 and Water Code 20202, the District Board may increase the daily compensation by no more than 5% for each calendar year following the operative date of the last adjustment.

At the October 5, 2022 Board meeting, the Board of Directors reviewed and approved the first reading and introduction of Ordinance No. 13, setting District Board member compensation.

**ANALYSIS**

The attached Ordinance has been reviewed by the District's counsel and has been approved to form. The purpose of this ordinance is to specifically raise the compensation rate for Directors by 5% to \$115.75 per meeting. This ordinance is required to be approved AFTER a public hearing and takes effect 30 days after the second reading. Additionally, this ordinance replaces Ordinance No. 12 in its entirety.

**FISCAL IMPACT**

District staff anticipates that with an approval of a 5% increase to days of service compensation, a maximum compensation increase of \$1,650 fiscal impact is expected.

**RECOMMENDATION**

It is recommended the Board review and adopt Ordinance No. 13 by making a MOTION to approve a second reading to adopt Ordinance No. 13, An Ordinance of the Board of Directors of the Pleasant Valley Recreation and Park District Setting Board Member Compensation.

**ATTACHMENTS**

- 1) Ordinance No. 13 (2 pages)

## ORDINANCE NO. 13

### AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT SETTING BOARD MEMBER COMPENSATION

WHEREAS, on July 7, 2021, the Board adopted Ordinance No 12 pursuant to Public Resources Code Section 5784.15 and Water Code Sections 20201 and 20202 to set the daily compensation of Board Members; and

WHEREAS, the current compensation for Directors for each day's attendance at meetings of the Board and for each day's service rendered as a Director by request of the Board, not to exceed 5 meetings or activities each month, is \$110.25; and

WHEREAS, pursuant to Public Resources Code 5784.15 and Water Code 20202 the District Board may increase the daily compensation by no more than 5% for each calendar year following the operative date of the last adjustment; and

WHEREAS, the Board desires to adjust Board Member compensation as permitted under State law; and

WHEREAS, this item was properly noticed for a public hearing by the Board of Directors on September 24, 2022 and September 30, 2022.

#### THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ORDAIN AS FOLLOWS:

**SECTION 1.** – The recitals above are true and correct and incorporated herein by reference.

**SECTION 2.** – Permitted Compensation

- A. The amount of compensation payable to each Director for each day's attendance at meetings of the Board and for each day's service rendered as a Director by request of the Board is increased to \$115.75 as of compensation payable for December 2022.
- B. Directors may not receive compensation for services rendered for more than a total of 5 days in any calendar month per Public Resources Code Section 5784.15.
- C. In addition to daily compensation authorized in subsection A, the Board authorizes the reimbursement of any actual costs, per Resolution No. 583, incurred by a Director when rendering services as a Director by request of the Board.

**SECTION 3.** – Future Adjustments to Compensation. Any future increases in compensation for Directors must be approved by an ordinance of the Board and the increase may not exceed the amount permitted by State law since the last increase.

**SECTION 4.** – This Ordinance will become effective 30 days from the date of adoption.

**SECTION 5.** – Upon the effective date of this ordinance, Ordinance No. 12 shall no longer be in effect.

**SECTION 6.** – The Clerk of the Board of Directors shall certify to the passage of this Ordinance and cause the same to be posted and published in accordance with law.

**PASSED AND ADOPTED** this 3rd day of November 2022, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Robert Kelley, Chairman, Board of Directors  
Pleasant Valley Recreation and Park District

ATTESTED:

\_\_\_\_\_  
Beverly Dransfeldt, Secretary, Board of Directors  
Pleasant Valley Recreation and Park District

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Dylan Gunning, MPA, CPRP, Administrative Analyst**

**DATE: November 3, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL FOR SHARED  
PARKING AGREEMENT AT BOB KILDEE PARKING  
LOT ON THE ESTON STREET SIDE WITH KIDSTREAM**

**SUMMARY**

The Pleasant Valley Recreation & Park District (District) and kidSTREAM have formed various partnerships over the course of the past three years. kidSTREAM entered into an initial agreement with the City of Camarillo in June of 2018 for the sale of the former library and then on March 24, 2021, the City Council approved the donation of this property located at 3100 Ponderosa Drive, which is located adjacent to Bob Kildee Park. The City performed a parking calculation and confirmed that there are not enough parking spaces for kidSTREAM in their current designated parking lot. As part of the City requirements for this project to continue to move forward, both the District and kidSTREAM will need to enter into a shared parking agreement as well as parking expansion to meet parking requirements.

**BACKGROUND**

kidSTREAM was founded in 2016 as a 501(c)3 nonprofit organization. kidSTREAM's mission is to provide an engaging environment where kids explore, play, and discover with a vision to inspire and empower kids to become critical thinkers, innovators, and life-long learners. They first operated without a building and delivered programming on sites of partner organizations, focused on STREAM: science, technology, reading, engineering, art, and math. The District has been partnering with kidSTREAM since 2018 on various projects, including securing the grand marshals for the 2019 Christmas Parade (astronauts) and Halloween and Eggstravaganza in subsequent years.

In June 2018, the City of Camarillo unanimously approved a term sheet and rental agreement for kidSTREAM to take over the former library site to build an educational and regional children's museum. In December 2019, the City extended its agreement with kidSTREAM through April 2022.

In November 2020, the City Manager and Planning Staff met with kidSTREAM to discuss the concept of the Development Project and kidSTREAM's plans to begin construction on outside

exhibits. City staff continues to work with kidSTREAM as they have provided a pre-application meeting, and review of the concept plans. They are currently in the final review in advance of the application identifying concerns that can be addressed early in the planning and design phase to include parking.

On March 24, 2021, the City approved that kidSTREAM would acquire the property from the City as a donation rather than a sale. The grant deed states that the property will be a children's museum unless otherwise agreed in writing by the City, which is recorded with the Ventura County Recorder's Office. The City acknowledges that the proposed use of the Property as a museum is consistent with the current General Plan and zoning ordinances subject to the approval of a Conditional Use Permit by the Planning Commission.

On February 3, 2022, the District Board approved and authorized the General Manager to submit a letter to the City of Camarillo authorizing kidSTREAM to submit a Conditional Use Permit application.

### **ANALYSIS**

A "Conditional Use" is a land use the city permits in a zoning district only when the applicant meets certain standards. The zoning ordinance typically sets out general standards that apply to all conditional uses, and specific standards that apply to a particular conditional use in a given zoning district.

kidSTREAM requested an approval of a Conditional Use Permit (CUP - 412) as part of the CEQA process. The City performed an initial park calculation and confirmed that there are not enough parking spaces for kidSTREAM in their current designated parking lot. Therefore, a shared parking agreement is required at this juncture, and a construction agreement for an expanded parking lot will be required in the future. For kidSTREAM to meet the City of Camarillo's conditions of approval, the District must execute a parking agreement that would include access, maintenance, and expansion of the District's parking lot to be used by kidSTREAM. These conditions are outlined in the kidSTREAM CUP-412 under special conditions twenty-eight (28), twenty-nine (29), and thirty-one (31).

- 28. A parking, access, and maintenance agreement must be executed and remain in effect between kidSTREAM and Pleasant Valley Recreation and Park District (PVRPD) for the expansion of the parking lot on PVRPD property for use by kidSTREAM and must be subject to the approval of the Director of Community Development and the City Attorney.
- 29. A phasing plan supported by a parking study that demonstrates that at each phase, sufficient parking is provided, must be submitted for review and approval by the Director of Community Development and City Traffic Engineer prior to issuance of a Zone Clearance or grading permit, whichever occurs first.
- 31. That the wall located along the westerly side of the parking lot expansion be submitted for review and approval by the Community Development Director and PVRPD General Manager prior to issuance of a grading permit.



The agreement between the District and kidSTREAM states that the District shall undertake maintenance and repair with financial support from kidSTREAM. Additionally, kidSTREAM will also be responsible for removing trash and debris left in the parking lot by kidSTREAM parties. KidSTREAM shall also be responsible for all costs to repair and replace any of the improvements on the District Parcel that are needed as a result of damages caused by buses and/or large vehicles by kidSTREAM or any kidSTREAM parties.

The District and kidSTREAM will enter into a separate agreement stating terms, conditions, and any relevant conditions of approval for the parking lot expansion and construction as part of the kidSTREAM Phase II, which is between 6-12 months from the grand opening of kidSTREAM following the completion of Phase I construction. kidSTREAM will be solely responsible for the cost to expand the parking lot to meet their future needs.

### **FISCAL IMPACT**

There is no fiscal impact associated with this action.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 4.4: Enhance community connections by fostering collaborative partnerships that leverage strengths and resources to enrich the recreation experience.

### **RECOMMENDATION**

It is recommended that the Board of Directors approve the proposed non-exclusive parking agreement with kidSTREAM.

### **ATTACHMENTS**

- 1) Parking Agreement (14 pages)
- 2) kidSTREAM Landscape Design (2 pages)
- 3) kidSTREAM Parking Allocation (1 page)
- 4) Department of Community Development Conditions of Approval (6 pages)

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AND KIDSTREAM REGARDING THE SHARED USE OF THE DRIVEWAY AND PARKING LOCATED AT BOB KILDEE PARK**

This Memorandum of Understanding (“Agreement”) regarding the shared parking and use of a driveway is entered into on this \_\_\_\_ day of, 2022, by and between, the Pleasant Valley Recreation & Park District (“District”) located at 1605 Burnley Street, Camarillo, CA 93010 and kidSTREAM Children’s Museum, a California non-profit corporation (“kidSTREAM”), located at 3100 Ponderosa Drive, Camarillo, CA 93010. The District and kidSTREAM are collectively referred to here as the “Parties”.

**RECITALS**

A. District owns and operates a portion of the parking lot and adjacent park (Bob Kildee Park) located at 1030 Temple Avenue in the City of Camarillo, County of Ventura, State of California, which is also known as Assessor Parcel Numbers 166-0-020-315, 166-0-020-325, 166-0-020-200 ("District Parcel") which is depicted on Exhibit "A", attached hereto and incorporated herein since 1969.

B. On February 3, 2022, the District Board approved and authorized the General Manager to submit a letter to the City of Camarillo authorizing kidSTREAM to submit a Conditional Use Permit application.

C. kidSTREAM desires to share the use of the parking lot located on the District Parcel shown in Exhibit “B” to provide additional parking for the kidSTREAM Property (“kidSTREAM Property”). The kidSTREAM Property is located at 3100 Ponderosa Drive in the City of Camarillo, County of Ventura, State of California, which is also known as Assessor’s Parcel Number 166-0-020-315 and is depicted on the map attached as Exhibit “A”.

D. The District desires to accommodate kidSTREAM’s desire to share the use of the parking spaces on the District Parcel located on the northeastern portion of property as well as to provide ingress and egress through the parking lot entrance within the District Parcel shown on Exhibit “D” (“Shared Parking Area”) on the terms described herein.

NOW, THEREFORE, the District declares, covenants and agrees, by and for itself, its heirs, executors and assigns, and all persons claiming under or through it that the Shared Parking Area may be used and occupied by kidSTREAM’s officers, visitors, staff, and invitees (“kidSTREAM Parties”) subject to the restrictions hereinafter set forth, which restrictions are established for the benefit of for the use of visitors to the kidSTREAM Property.

## TERMS AND CONDITIONS

1. Grant for Shared Parking and Driveway Access. Subject to the limitations set forth in Section 9 below, District hereby grants kidSTREAM and KidSTREAM's Parties a non-exclusive right to access and use of the Shared Parking Area to park vehicles in connection with the use of the kidSTREAM Property, including the right of ingress and egress within the District Parcel, during the hours listed below, to provide parking for the kidSTREAM Property. kidSTREAM Parties may access the Shared Parking Area:

- Tuesday through Saturday 10:00 am until 5:00 pm
- Sundays 12:00 pm – 5:00 pm
- Holidays and special event hours will be communicated and approved by the District.

2. Term.

A. Initial Term. This Agreement shall commence on the date executed by both parties for a term of years (5) years from the date that the last party signs the Agreement ("Term"). However, kidSTREAM may not commence its use of the Shared Parking Area until the District has received and approved of kidSTREAM's proof of all required insurance.

B. Extension of Term. Provided that kidSTREAM is not in default of any of the terms and conditions of this Agreement, the Parties may agree (but are not obligated) to extend the term of this Agreement for successive five (5) year increments, or any shorter period of time, on mutually satisfactory terms, if kidSTREAM gives the District written notice of its request to renew at least one-hundred eighty (180) days before expiration of the then-current term.

C. Termination. At any time either the District or KidSTREAM with or without cause may terminate this Agreement and such termination shall be effective following 30 days' notice by either party.

3. Non-Exclusive Use.

The right to use the Shared Parking Area is non-exclusive, and the District hereby reserves and retains the right to make any permitted use of the Shared Parking Area, to the extent that the permitted use does not interfere with the rights granted to kidSTREAM under this agreement.

Notwithstanding the forgoing, the District will not enter into other agreements for the right to use any portion of the Shared Parking Area with any other organizations, entities, individuals, or parties so long as kidSTREAM abides by the Terms set forth in this Agreement and this Agreement remains in full force and effect.

4. Improvements to Benefit the Shared Parking Area. In anticipation of kidSTREAM's use of the parking spaces within the District Parcel and the impacts that

will result on the Shared Parking Area, kidSTREAM has agreed to fund capital repairs and make certain improvements on the District Parcel as described below.

A. Maintenance and Repair. The obligation for maintenance and repair of the Shared Parking Area shall be undertaken by the District; however, KidSTREAM will financially contribute 40% of the cost, approximately every 5 to 7 years for any Capital Repair/Replacement work performed on the Shared Parking Area by the District. In addition, on a daily basis as needed, kidSTREAM is responsible for the removal of trash and debris from the parking areas within the District Parcel that is left by kidSTREAM's Parties. KidSTREAM shall also be responsible for all costs to repair and replace any of the improvements on the District Parcel that are needed as a result of damages caused by buses and/or large vehicles serving kidSTREAM or any kidSTREAM Parties.

B. Expansion. kidSTREAM shall be solely responsible for the cost to expand the parking lot to meet the future needs of kidSTREAM's use of the site, which correlates with a phased construction of the building as described in Exhibit "C" which provides the anticipated timeline and scope of work for phased construction of kidSTREAM as well as expansion of ancillary parking (collectively "kidSTREAM Improvements") in Exhibit "D". The parties will enter into a separate agreement for the expansion and construction of the expanded parking lot. The following items will determine the timeline for the parking expansion. The kidSTREAM Improvements will be undertaken in compliance with all applicable laws.

o **Parking Lot Expansion Timeline**

- o The anticipated timeline for kidSTREAM Phase II construction which includes the parking lot expansion, is between 6-12 months from the Grand Opening of kidSTREAM, following the completion of Phase I construction.
- o During the plan check process for kidSTREAM Phase I construction, kidSTREAM will be required to submit a phasing plan supported by a parking study that demonstrates that at each phase, sufficient parking is provided, which will be submitted for review and approval by the Director of Community Development and the City Traffic Engineer prior to issuance of a Zone Clearance or grading permit.
- o If the project is determined to have insufficient parking during the plan check process for Phase I construction, kidSTREAM will include the construction of the parking lot expansion, in Phase I construction.
- o If kidSTREAM raises adequate funding to build the parking lot expansion during the plan check process for Phase I construction, kidSTREAM will include the parking lot expansion in Phase I construction.

5. Permitted Use. District and any successor, tenant, or assignee of District shall use or permit the use of the parking spaces within the Shared Parking Area by

kidSTREAM and kidSTREAM Parties for the purposes stated in Section 1 hereof. Such permitted use shall be subject to the restriction that kidSTREAM's use of the District Parcel will not conflict with District's principal operating hours and uses. District's principal operating hours for the District Parcel are sunrise to sunset Sunday – Saturday. The parking areas within the Shared Parking Area shall at all times be maintained and kept clear, unobstructed and overnight parking (with the exception of any organizationally owned kidSTREAM vehicles or prearranged kidSTREAM overnight programming parking) shall be prohibited. Other than a closure resulting from an emergency, the District shall provide kidSTREAM with no less than four (4) business days' notice of any temporary closure of the Shared Parking Area that could restrict access to parking spaces within the Shared Parking Area.

6. Insurance. Prior to kidSTREAM's commencement of the use of the Shared Parking Area and during the entire Term of this Agreement, kidSTREAM shall provide District with proof of the types and amounts of insurance required by Exhibit "E". The District may amend Exhibit "E" upon 30 days' notice to the person described in Section 11 in the event industry standards require changes in the types or amounts of insurance.

7. Indemnity. kidSTREAM shall indemnify, protect, defend, and hold harmless the District and its officers, agents, and employees from and against any and all claims, damages, and liabilities resulting from any actual or alleged accident, injury, loss or damage to any person or property arising in connection of the use of the Shared Parking Area by kidSTREAM's Parties. KidSTREAM shall not be liable or required to indemnify District from and against any claims, damages, or liabilities arising from or in connection with the use of the Shared Parking Area by District or its officers, employees, guests and invitees resulting from District's negligence, including the failure to properly maintain the Shared Parking Area or adjacent areas owned by District, or District's willful misconduct.

District shall indemnify, protect, defend, and hold harmless kidSTREAM and kidSTREAM Parties from and against any and all claims, damages and liabilities resulting from any actual or alleged accident, injury, loss or damage to any person or property arising in connection of the use of the Shared Parking Area by District's employees, guests and invitees. District shall not be liable or required to indemnify kidSTREAM or kidSTREAM Parties from and against any claims, damages, or liabilities arising from or in connection with the use of the Shared Parking Area by kidSTREAM or kidSTREAM Parties or resulting from kidSTREAM or kidSTREAM Parties' negligence or willful misconduct.

8. Transfer and Assignment. The parties hereto may not assign, transfer, convey or delegate any of their rights and duties with respect to the Shared Park Area or otherwise under this Agreement. Any attempted assignment of the Shared Parking Area or the rights and duties of the parties under this Agreement, without the amendment of this Agreement by the Parties, whether voluntary or involuntary or by operation of law, shall be void and of no effect. Nothing contained in this Agreement does or shall be construed to limit in any way the right and ability of the parties to transfer, sell or

encumber their respective properties.

9. Recitals Incorporated. The recitals set forth above are incorporated herein as if set forth in full.

10. Miscellaneous Provisions.

(a) kidSTREAM is owner of land depicted on Exhibit "A" and made a part hereof by reference. kidSTREAM grants the District utilization of its parking spaces for use of parking for automobiles of employees, or members of the general public using the park.

(b) No change, amendment, alteration, or revision of this Agreement shall be valid unless evidenced by a written agreement approved and executed by both District and kidSTREAM.

(c) District represents that as of the effective date hereof, it is the sole owner of the District Parcel and that it has the authority to enter into this Agreement and that, once authorized and in effect, this Agreement is a valid and binding obligation of District.

(d) In the event the kidSTREAM Property ceases to be used as a Children's Museum, this Agreement shall automatically terminate.

11. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or three (3) days after mailing, if mailed by first class mail. For purposes of notice, the address of the parties shall be as follows:

District: Pleasant Valley Recreation & Park District  
1605 E. Burnley Street  
Camarillo, CA 93010  
Attn: Mary Otten  
Phone: 805-482-1996

kidSTREAM: kidSTREAM  
3100 Ponderosa Drive  
Camarillo, CA 93010  
  
Attn: Michael Shanklin  
Phone: 805-419-3545

IN WITNESS WHEREOF, the undersigned have executed this Agreement was executed as of the date first written above.

"kidSTREAM":  
kidSTREAM Children's Museum

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

"District":  
PLEASANT VALLEY RECREATION &  
PARK DISTRICT

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

ATTEST:

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

**EXHIBIT "A"**

**OVERVIEW AND APN OF PROPERTIES**





EXHIBIT "B"

AERIAL VIEW OF DISTRICT & KIDSTREAM  
LOCATION



ASSESSOR PARCEL NUMBER:

- A. 166-0-020-325
- B. 166-0-020-420
- C. 166-0-020-200

**Bob Kildee Park**  
1030 Temple Ave/Ponderosa Drive  
Community Park  
PLEASANT VALLEY PARK & RECREATION DISTRICT



# EXHIBIT "C"

## kidSTREAM's PROJECTED EXPANSION OF THE PARKING LOT TIMELINE







## EXHIBIT “D”

### PROJECTED EXPANSION OF THE PARKING & DETAILS

#### Project Parking Information

- kidSTREAM onsite parking – 31 stalls
- PVRPD onsite parking – 57 stalls (included in shared parking agreement)
- kidSTREAM Phase II Construction, parking lot expansion – 21 stalls
- Total onsite parking – 109 stalls (including kidSTREAM onsite parking, PVRPD onsite parking, shared parking agreement, kidSTREAM Phase II Construction)
- Advanced Transportation Engineers project parking demand – 101 stalls (Parking Section, pages 18 – 20, 04\_kidSTREAM TRAFFIC\_PARKING STUDY Rev. 3)

#### Construction Details

- kidSTREAM is proposing to expand the existing parking lot on PVRPD property to include 21 new parking stalls
- kidSTREAM will provide a galvanized steel fence along the westerly side of the parking lot expansion, which will be submitted for review and approval by the Community Development Director and PVRPD General Manager
- Proposed parking lot expansion is roughly estimated to have a three (3) month duration

## **EXHIBIT “E”**

### **PLEASANT VALLEY RECREATION & PARK DISTRICT INSURANCE REQUIREMENTS**

KidSTREAM shall procure and maintain for the duration of the Agreement (and thereafter as specified herein) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by kidSTREAM, its agents, representatives, employees or subcontractors.

#### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

#### **MINIMUM LIMITS OF INSURANCE**

KidSTREAM shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.

## **DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its directors, officers, employees, agents and volunteers (collectively "District Parties"), or (2) kidSTREAM shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## **OTHER INSURANCE PROVISIONS`**

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and District Parties are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of kidSTREAM; or automobiles owned, leased, hired or borrowed by kidSTREAM.
2. For any claims related to this Agreement, kidSTREAM insurance coverage shall be primary insurance as respects the District and District Parties. Any insurance or self-insurance maintained by the District and District Parties shall be excess of the kidSTREAM insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the District.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

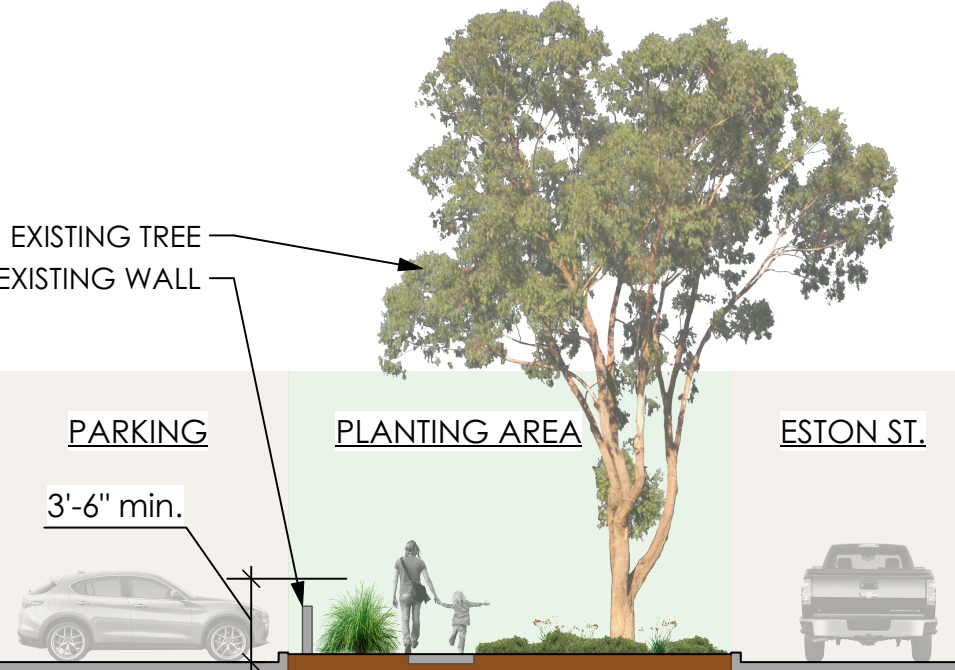
## **VERIFICATION OF COVERAGE**

KidSTREAM shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District, or on other than the District's forms provided those endorsements conform to District requirements and are acceptable to the District. All certificates and endorsements are to be received and approved by the District before work

commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.



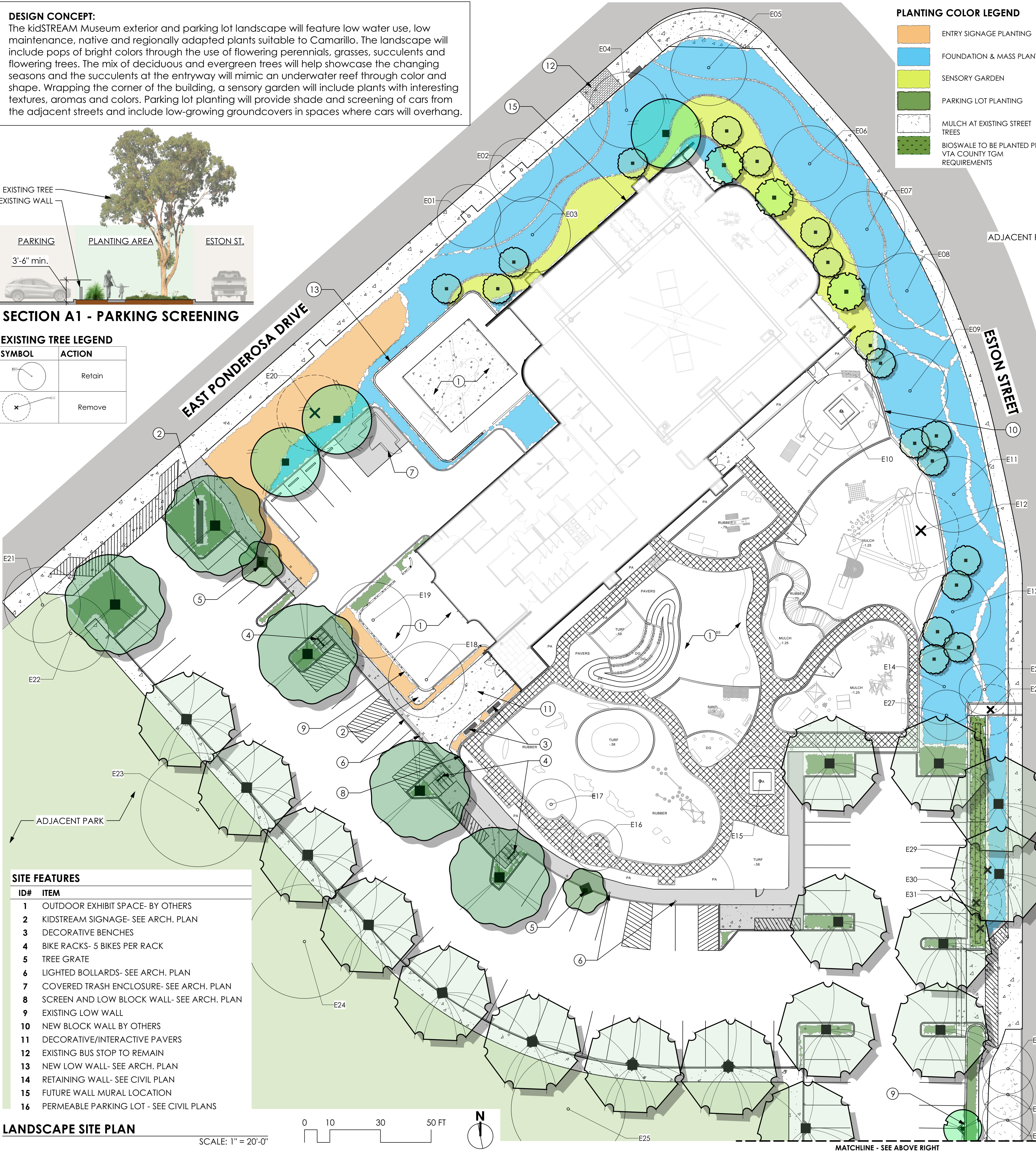
**DESIGN CONCEPT:**  
The kidSTREAM Museum exterior and parking lot landscape will feature low water use, low maintenance, native and regionally adapted plants suitable to Camarillo. The landscape will include pops of bright colors through the use of flowering perennials, grasses, succulents and flowering trees. The mix of deciduous and evergreen trees will help showcase the changing seasons and the succulents at the entryway will mimic an underwater reef through color and shape. Wrapping the corner of the building, a sensory garden will include plants with interesting textures, aromas and colors. Parking lot planting will provide shade and screening of cars from the adjacent streets and include low-growing groundcovers in spaces where cars will overhang.



**SECTION A1 - PARKING SCREENING**

**EXISTING TREE LEGEND**

SYMBOL	ACTION
	Retain
	Remove



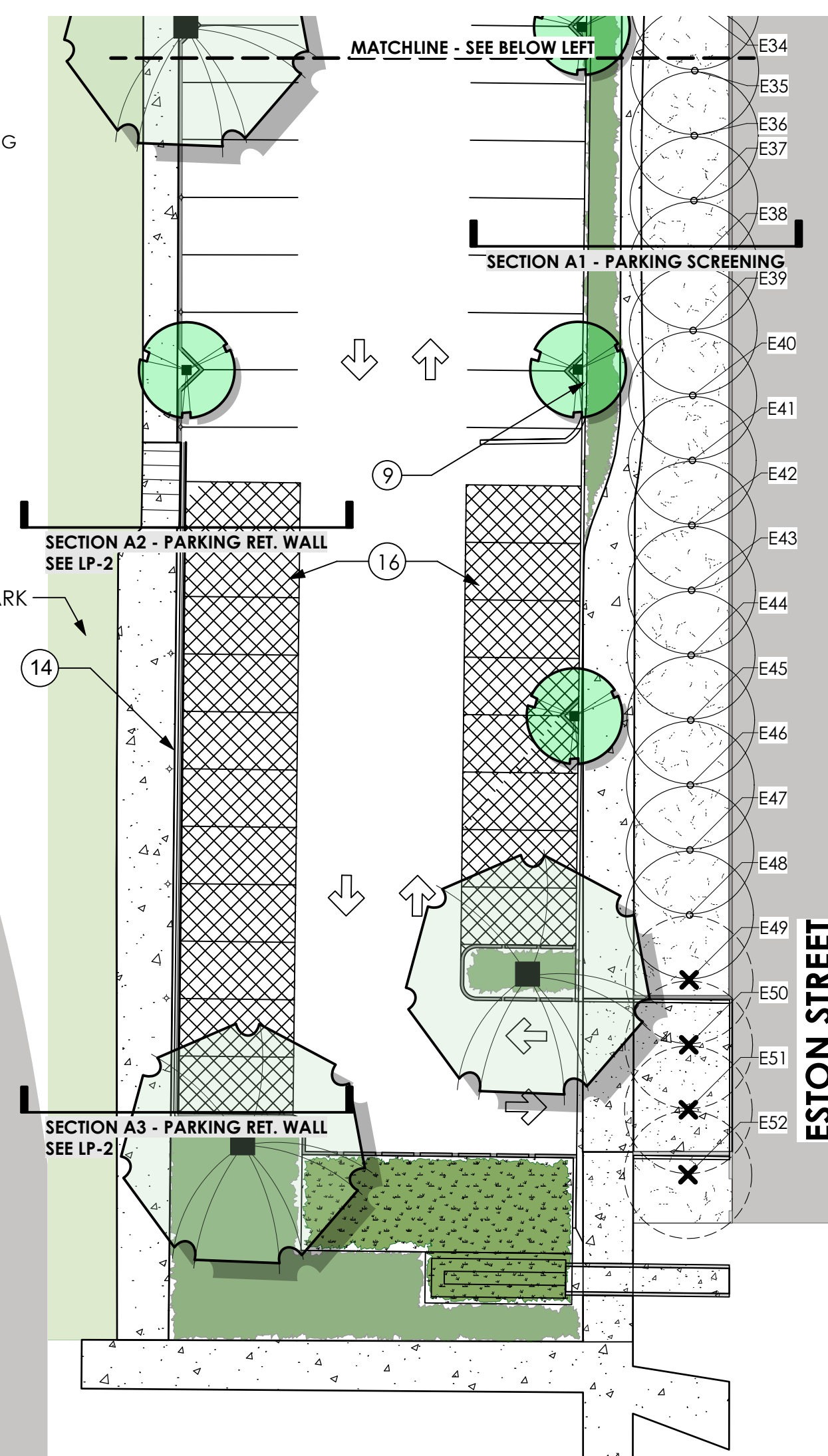
**SITE FEATURES**

ID#	ITEM
1	OUTDOOR EXHIBIT SPACE- BY OTHERS
2	KIDSTREAM SIGNAGE- SEE ARCH. PLAN
3	DECORATIVE BENCHES
4	BIKE RACKS- 5 BIKES PER RACK
5	TREE GRATE
6	LIGHTED BOLLARDS- SEE ARCH. PLAN
7	COVERED TRASH ENCLOSURE- SEE ARCH. PLAN
8	SCREEN AND LOW BLOCK WALL- SEE ARCH. PLAN
9	EXISTING LOW WALL
10	NEW BLOCK WALL BY OTHERS
11	DECORATIVE/INTERACTIVE PAVERS
12	EXISTING BUS STOP TO REMAIN
13	NEW LOW WALL- SEE ARCH. PLAN
14	RETAINING WALL- SEE CIVIL PLAN
15	FUTURE WALL MURAL LOCATION
16	PERMEABLE PARKING LOT - SEE CIVIL PLANS

**LANDSCAPE SITE PLAN**  
SCALE: 1" = 20'-0"

**PLANTING COLOR LEGEND**

- ENTRY SIGNAGE PLANTING
- FOUNDATION & MASS PLANTING
- SENSORY GARDEN
- PARKING LOT PLANTING
- MULCH AT EXISTING STREET TREES
- BIOSWALE TO BE PLANTED PER VTA COUNTY TGM REQUIREMENTS



**FOUNDATION & MASS PLANTING**

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
<b>TREES</b>			
Arbutus 'Marina'		24"box	L
Cercis occidentalis	Western Redbud	24"box	L
Magnolia grandiflora 'Little Gem'	Dwarf Southern Magnolia	24"box	M
<b>SHRUBS</b>			
Agave 'Blue Flame'	Blue Flame Agave	5gal	L
Arctostaphylos 'Dr Hurd'	Dr Hurd Manzanita	15gal	L
Berberis aquifolium var. repens	Oregon Grape	5gal	L
Ceanothus g.h. 'Yankee Point'	Mountain Lilac	1gal	L
Coleonema pulchellum 'Sunset Gold'	Golden Breath of Heaven	1gal	M
Dianella f. 'Destiny'	White Striped Flax Lily	1gal	M
Heuchera hybrids	Coral Bells	1gal	M
Juniperus procumbens 'Nana'	Dwarf Juniper	1gal	L
Leucadendron 'Safari Sunset'	Safari Conebush	15gal	L
Myoporum parvifolium	Dwarf Mat Rush	1gal	L
Pittosporum c. 'Compacta'	Compact Pittosporum	5gal	M
Polygala f. 'Petite Butterflies'	Sweet Pea Shrub	5gal	M
Sansevieria f. 'Moonshine'	Snake Plant	1gal	L
Westringia f. 'Morning Light'	Coast Rosemary	15gal	L
<b>GRASSES</b>			
Bouteloua g. 'Blonde Ambition'	Blonde Ambition Gramma	1gal	L
Carex tumicola	Berkeley Sedge	1gal	L
Helictotrichon sempervirens	Blue Oat Grass	1gal	M
Lomantra longifolia 'Breeze'	Dwarf Mat Rush	1gal	M
Muhlenbergia dubia	Dwarf Deer Grass	1gal	L
Muhlenbergia capillaris	Hairy Awn Muhly	1gal	L
Muhlenbergia l. 'Autumn Glow'	Lindheimer's Muhly	1gal	L
Sesleria autumnalis	Autumn Moor Grass	1gal	M
<b>VINES</b>			
Distictis buccinatoria	Blood Red Trumpet Vine	1gal	M
Parthenocissus 'Hacienda Creeper'	Rancho Viejo Creeper	1gal	M

**PARKING LOT PLANTING**

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
<b>TREES</b>			
Cassia leptophylla	Gold Medallion Tree	24"box	L
Lagerstroemia indica 'Whit II'	Dynamite Crape Myrtle	24" box	M
Pistachia chinensis	Chinese Pistache	24"box	M
Platanus racemosa	California Sycamore	24"box	M
Olea e. 'Swan Hill'	Swan Hill Fruitless Olive	24"box	L
<b>SHRUBS/GRASSES</b>			
Helictotrichon sempervirens	Blue Oat Grass	1gal	M
Muhlenbergia dubia	Dwarf Deer Grass	1gal	L
Muhlenbergia capillaris	Hairy Awn Muhly	1gal	L
Oscularia deltoidea	Pink Iceplant	1gal	L
Rhaphirolepis u. 'Minor'	Dwarf Yeddo Hawthorn	1gal	L
Senecio serpens	Blue Chalksticks	flats	L
Teucrium cossonii	Majocan Teucrium	flats	L

**EXISTING TREES**

ID	LATIN NAME	COMMON NAME
<b>EXISTING - REMAIN</b>		
E01	Metrosideros excelsa	New Zealand Christmas Tree
E02	Metrosideros excelsa	New Zealand Christmas Tree
E03	Pinus ponderosa	Ponderosa Pine
E04	Pinus ponderosa	Ponderosa Pine
E05	Pinus ponderosa	Ponderosa Pine
E06	Pinus ponderosa	Ponderosa Pine
E07	Pinus ponderosa	Ponderosa Pine
E08	Melaleuca quinquenervia	Paperbark Tree
E09	Melaleuca quinquenervia	Paperbark Tree
E10	Melaleuca quinquenervia	Paperbark Tree
E11	Pinus ponderosa	Ponderosa Pine
E13	Pinus ponderosa	Ponderosa Pine
E14	Pinus ponderosa	Ponderosa Pine
E15	Pyrus kawakamii	Evergreen Pear
E16	Pyrus kawakamii	Evergreen Pear
E17	Pyrus kawakamii	Evergreen Pear
E18	Cupaniopsis anacardioides	Carrotwood
E19	Cupaniopsis anacardioides	Carrotwood
E21	Pinus ponderosa	Ponderosa Pine
E22	Pinus ponderosa	Ponderosa Pine
E23	Pinus pinea	Stone Pine
E24	Pinus pinea	Stone Pine
E25	Pinus pinea	Stone Pine
E27	Washingtonia robusta	Mexican Fan Palm
E28	Eucalyptus sideroxylon	Red Ironbark
E32	Eucalyptus globulus	Tasmanium Blue Gum
E33	Eucalyptus globulus	Tasmanium Blue Gum
E34	Eucalyptus globulus	Tasmanium Blue Gum
E35	Eucalyptus globulus	Tasmanium Blue Gum
E36	Eucalyptus globulus	Tasmanium Blue Gum
E37	Eucalyptus globulus	Tasmanium Blue Gum
E38	Eucalyptus globulus	Tasmanium Blue Gum
E39	Eucalyptus globulus	Tasmanium Blue Gum
E40	Eucalyptus globulus	Tasmanium Blue Gum
E41	Eucalyptus globulus	Tasmanium Blue Gum
E42	Eucalyptus globulus	Tasmanium Blue Gum
E43	Eucalyptus globulus	Tasmanium Blue Gum
E44	Eucalyptus globulus	Tasmanium Blue Gum
E45	Eucalyptus globulus	Tasmanium Blue Gum
E46	Eucalyptus globulus	Tasmanium Blue Gum
E47	Eucalyptus globulus	Tasmanium Blue Gum
E48	Eucalyptus globulus	Tasmanium Blue Gum
<b>EXISTING - REMOVE</b>		
E12	Pinus ponderosa	Ponderosa Pine
E20	Melaleuca quinquenervia	Paperbark Tree
E26	Phoenix canariensis	Canary Island Date Palm
E29	Washingtonia robusta	Mexican Fan Palm
E30	Cupaniopsis anacardioides	Carrotwood
E31	Washingtonia robusta	Mexican Fan Palm
E49	Eucalyptus globulus	Tasmanium Blue Gum
E50	Eucalyptus globulus	Tasmanium Blue Gum
E51	Eucalyptus globulus	Tasmanium Blue Gum
E52	Eucalyptus globulus	Tasmanium Blue Gum

**ENTRY/SIGNAGE PLANTING**

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
<b>SHRUBS</b>			
Aechmea spp.	Bromeliad	1gal	L
Agave 'Blue Flame'	NCN	1gal	L
Agave vilmoriniana	Octopus agave	1gal	L
Aloe striata	Coral Aloe	1gal	L
Asparagus densiflorus 'Myers'	Foxtail Fern	1gal	M
Crassula capitella 'Campfire'	Campfire Crassula	1gal	L
Crassula ovata 'Gollum'	Gollum Jade	1gal	L
Crassula perforata	String of Buttons	15gal	L
Dudleya brittonii	Giant Chalk Agave	1gal	VL
Echeveria 'Ruffles'	Ruffles Echeveria	1gal	L
Kalanchoe luciae	Paddle Plant	1gal	L
Limonium perezii	Sea Lavender	1gal	L
Sansevieria trifasciata	Snake Plant	1gal	L
Sedum margaritaceum	Donkey Tail	1gal	L
Senecio mandraliscae	Blue Chalksticks	1gal	L

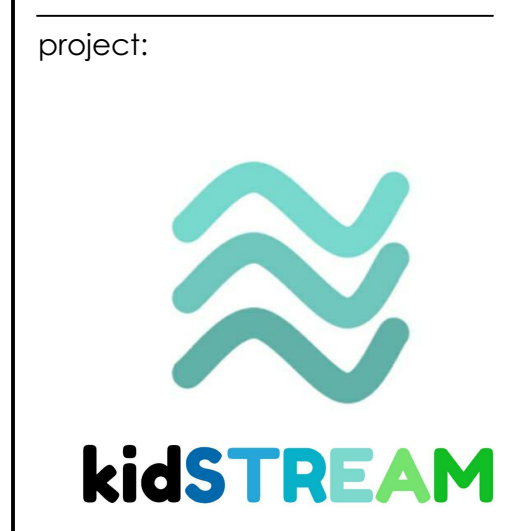
**SENSORY GARDEN**

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
<b>SHRUBS</b>			
Arctostaphylos 'Dr Hurd'	Dr Hurd Manzanita	24"box	L
Asparagus densiflorus 'Myers'	Foxtail Fern	1gal	M
Erigeron karvinskianus	Santa Barbara Daisy	1gal	L
Garrya elliptica	Silk Tassel Bush	15gal	L
Gaura lindheimeri	White Gaura	1gal	L
Lavandula i. 'Provence'	Provence Lavender	1gal	L
Mimulus aurantiacus	Sticky Monkey Flower	1gal	VL
Pelargonium tomentosum	Peppermint Geranium	1gal	L
Polypodium caillanum	California Polypody	1gal	VL
Polystichum munitum	Western Sword Fern	1gal	L
Romneya coulteri	Mollieja Poppy	1gal	VL
Rosmarinus spp.	Tuscan Blue Rosemary	1gal	L
Salvia greggii 'Alba'	Autumn Sage	1gal	L
Salvia leucantha	Santa Barbara Sage	1gal	L
Salvia 'Poza Blue'	Grey Musk Sage	1gal	L
Stachys byzantina	Lamb's Ear	flats	M
Thymus praecox articus	Thyme	flats	L
Verbena illinoensis 'De la Mina'	Cedros Island Verbena	1gal	L

**Pacific Coast Land Design Inc.**  
461 East Main Street, Ventura, CA 93001  
805.644.9697 www.pcl-d.com

client:  
**kidSTREAM**  
5235 Mission Oaks Blvd  
Suite. 356  
Camarillo, CA 9012

issues:  
No. Date Issue Notes  
A 9/15/2021 ISSUED TO PLANNING  
B 11/23/2021 RESUBMITAL TO PLANNING  
C 8/17/2022 RESUBMITAL TO PLANNING



project:  
**KIDSTREAM**  
3100 E. Ponderosa Dr.  
Camarillo, CA 93010

date: 8/22/2022  
drawn by: RS, BM  
checked by: EB  
PCLD project #: 21-011  
File Name: 21-011\_Landscape



**LANDSCAPE SITE PLAN**

**LP-1**



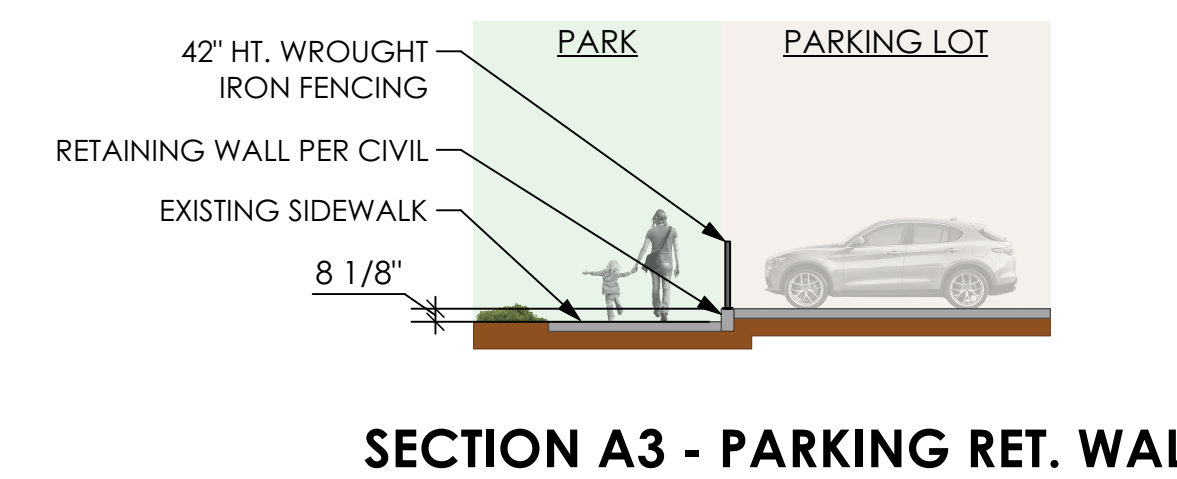
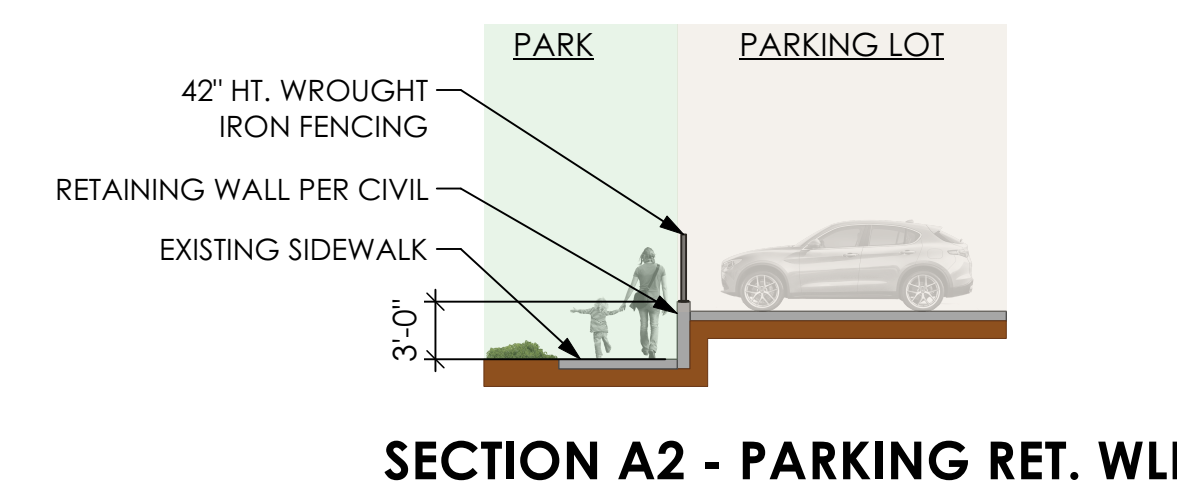
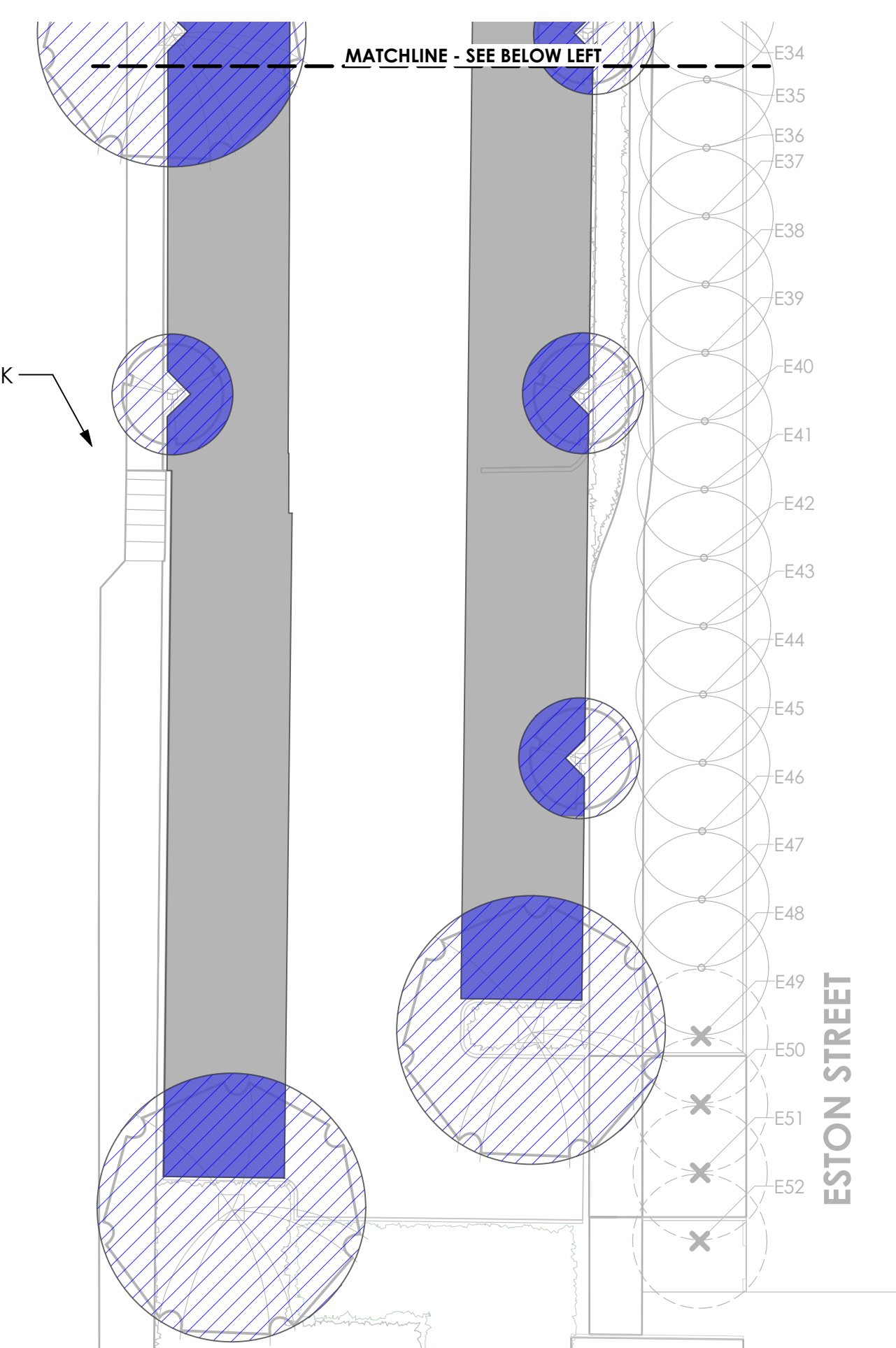
SHADE STUDY		
SYMBOL	AREA	DESCRIPTION
	19,621 sf	PARKING STALLS
	33,738 sf	TREE CANOPY (TOTAL AREA, APPROX. 15 YEARS)
	10,545 sf	TREE CANOPY SHADE OVER PARKING STALL

**54%** TOTAL PERCENT OF PARKING STALL AREA SHADED BY TREE CANOPIES (WITHIN 15 YEARS)

**EXISTING TREE LEGEND**

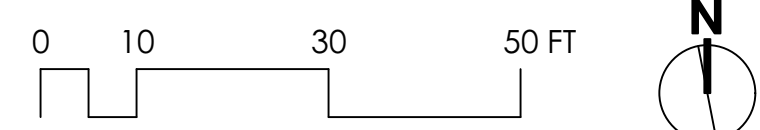
SYMBOL	ACTION
	Retain
	Remove

NOTE: REFER TO SHEET LP-1 FOR EXISTING AND PROPOSED TREE SCHEDULES.

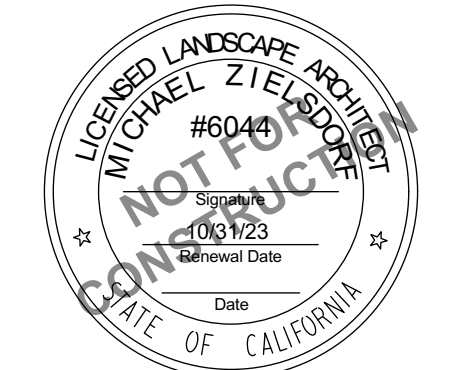


**PARKING LOT SHADE STUDY**

SCALE: 1" = 20'-0"



**KIDSTREAM**  
 3100 E. Ponderosa Dr.  
 Camarillo, CA 93010





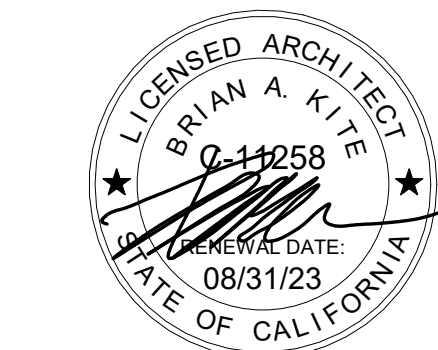
**NOT FOR  
CONSTRUCTION**



**KIDSTREAM CHILDREN'S  
MUSEUM  
KIDSTREAM  
3100 PONDEROSA DRIVE  
CAMARILLO, CA 93010**

ISSUED TO PLANNING  
08-08-2021  
08-30-2022

Date	Description	Date



Scale:  
As  
indicated  
Drawn:

Project:  
Project Number

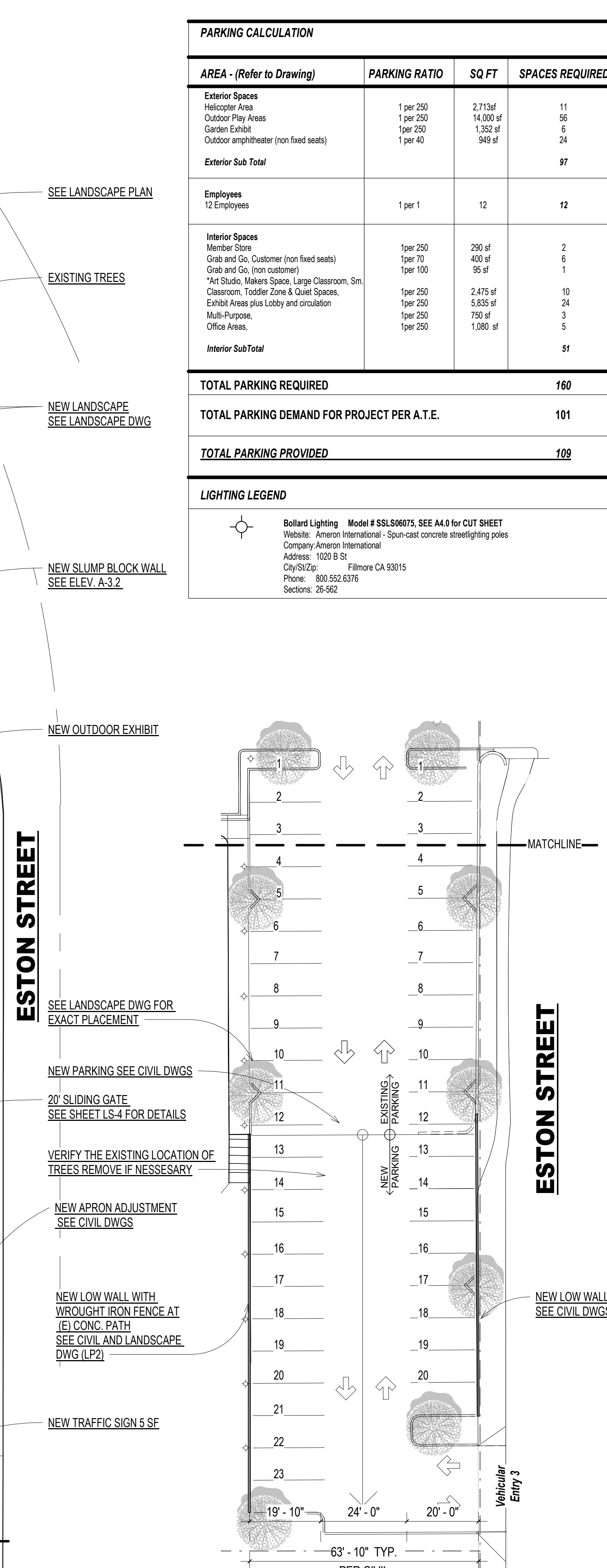
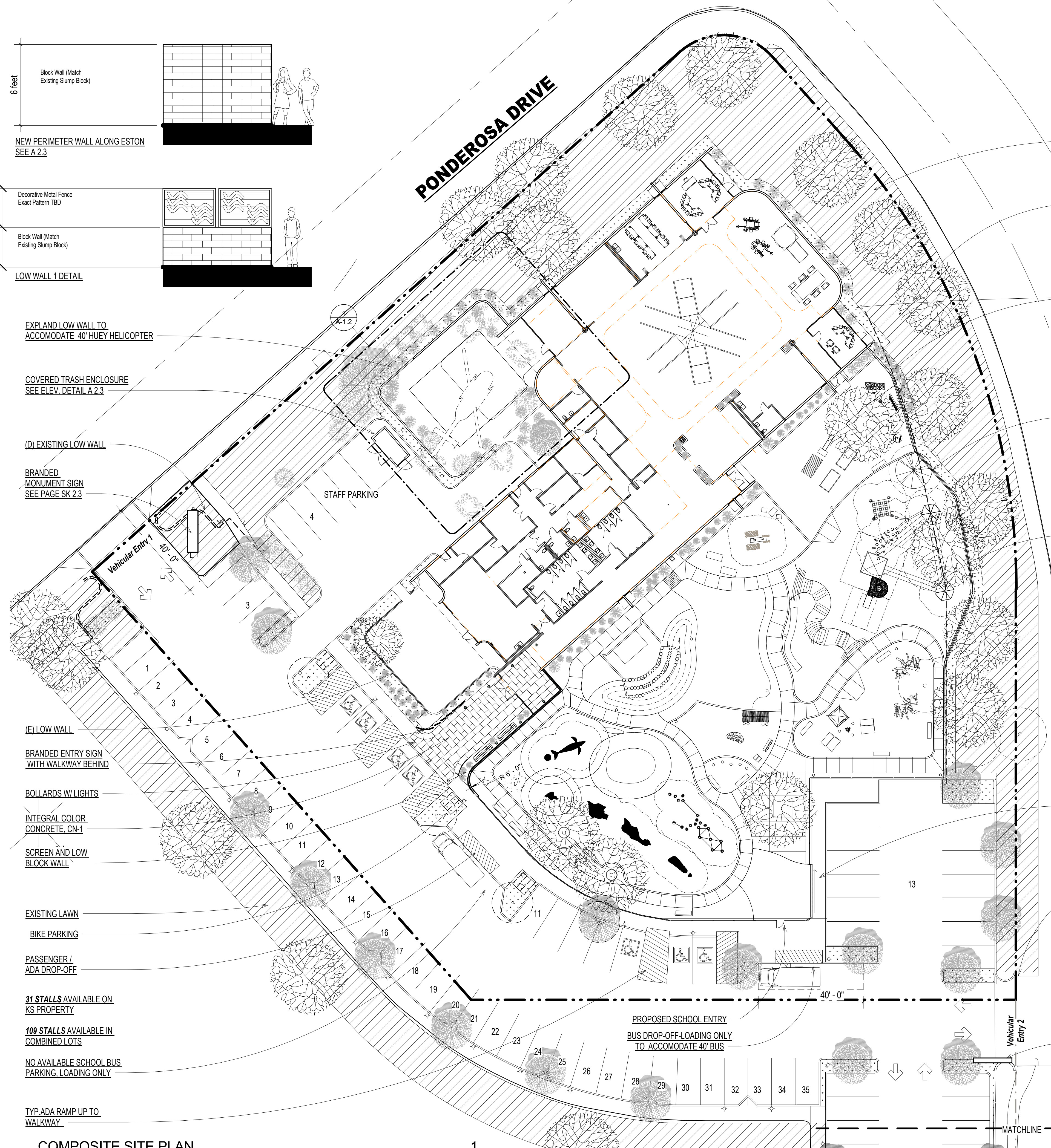
Drawing Title & Number:  
**PROPOSED SITE  
PLAN**

**A-1.1**

PARKING CALCULATION			
AREA - (Refer to Drawing)	PARKING RATIO	SQ FT	SPACES REQUIRED
<b>Exterior Spaces</b>			
Helicopter Area	1 per 250	2,713sf	11
Outdoor Play Areas	1 per 250	14,000 sf	56
Garden Exhibit	1 per 250	1,332 sf	6
Outdoor amphitheater (non fixed seats)	1 per 40	949 sf	24
<b>Exterior Sub Total</b>			<b>97</b>
<b>Employees</b>			
12 Employees	1 per 1	12	12
<b>Interior Spaces</b>			
Member Store	1 per 250	290 sf	2
Grab and Go, Customer (non fixed seats)	1 per 70	400 sf	6
Grab and Go, (non customer)	1 per 100	95 sf	1
*Art Studio, Makers Space, Large Classroom, Sm. Classroom, Toddler Zone & Quiet Spaces, Exhibit Areas plus Lobby and circulation	1 per 250	2,475 sf	10
Multi-Purpose, Office Areas,	1 per 250	5,835 sf	24
	1 per 250	750 sf	3
	1 per 250	1,080 sf	5
<b>Interior Sub Total</b>			<b>51</b>
<b>TOTAL PARKING REQUIRED</b>			<b>160</b>
<b>TOTAL PARKING DEMAND FOR PROJECT PER A.T.E.</b>			<b>101</b>
<b>TOTAL PARKING PROVIDED</b>			<b>109</b>

LIGHTING LEGEND	
	Bollard Lighting Model # SSL506075, SEE A4.0 for CUT SHEET
	Website: Ameron International - Spin-cast concrete streetlighting poles
	Company: Ameron International
	Address: 1020 B St. Fillmore CA 93015
	City/State/Zip: Fillmore CA 93015
	Phone: 800.552.6376
	Sections: 26-562



NEW PERIMETER WALL ALONG ESTON  
SEE A.2.3

Decorative Metal Fence  
Exact Pattern TBD

Block Wall (Match  
Existing Slump Block)

LOW WALL 1 DETAIL

EXPAND LOW WALL TO  
ACCOMMODATE 40' HUEY HELICOPTER

COVERED TRASH ENCLOSURE  
SEE ELEV. DETAIL A.2.3

(D) EXISTING LOW WALL

BRANDED  
MONUMENT SIGN  
SEE PAGE SK 2.3

(E) LOW WALL

BRANDED ENTRY SIGN  
WITH WALKWAY BEHIND

BOLLARDS W/ LIGHTS

INTEGRAL COLOR  
CONCRETE, CN-1

SCREEN AND LOW  
BLOCK WALL

EXISTING LAWN

BIKE PARKING

PASSENGER /  
ADA DROP-OFF

31 STALLS AVAILABLE ON  
KS PROPERTY

109 STALLS AVAILABLE IN  
COMBINED LOTS

NO AVAILABLE SCHOOL BUS  
PARKING, LOADING ONLY

TYP ADA RAMP UP TO  
WALKWAY

SEE LANDSCAPE PLAN

EXISTING TREES

NEW LANDSCAPE  
SEE LANDSCAPE DWG

NEW SLUMP BLOCK WALL  
SEE ELEV. A-3.2

NEW OUTDOOR EXHIBIT

ESTON STREET

SEE LANDSCAPE DWG FOR  
EXACT PLACEMENT

NEW PARKING SEE CIVIL DWGS

20' SLIDING GATE  
SEE SHEET LS-4 FOR DETAILS

VERIFY THE EXISTING LOCATION OF  
TREES REMOVE IF NECESSARY

NEW APRON ADJUSTMENT  
SEE CIVIL DWGS

NEW LOW WALL WITH  
WROUGHT IRON FENCE AT  
TYP CONC. PATH  
SEE CIVIL AND LANDSCAPE  
DWG (LP2)

NEW TRAFFIC SIGN 5 SF

MATCHLINE

ESTON STREET

NEW LOW WALL  
SEE CIVIL DWGS

MATCHLINE

COMPOSITE SITE PLAN

1" = 20'-0" 1

COMPOSITE SITE PLAN CONT.

1" = 20'-0" 2



DEPARTMENT OF COMMUNITY DEVELOPMENT

**CONDITIONS OF APPROVAL**

**CUP 412, KidSTREAM**

**FIRE PROTECTION**

1. Building Plan Review - Building plans of all A, E, I, H, R-1, R-2 or R-4 occupancies shall be submitted, with payment for plan check, to the Fire District for review and approval prior to obtaining a building permit.

**POLICE**

2. A six-foot (6') high chain link fence with solid colored mesh must be erected around the site during the construction of the exterior areas.
3. Construction equipment, tools, etc. will be properly secured during non-working hours.
4. If an alarm system is used, it should be wired to all exterior doors and windows and to any roof vents or other roof openings where access may be made.

**AIR QUALITY**

5. The development must meet all regulations of the Ventura County Air Pollution Control District and must be in compliance with the Air Quality Management Plan (AQMP).

**LANDSCAPING**

6. That a detailed landscaping, irrigation plan, and specifications prepared by a registered Architect or by a registered Landscape Architect must be submitted for all green areas, or public or semi-public areas, including required street trees. Said landscaping must include an automatic irrigation system with moisture sensors and automatic rain shut-off devices and consist of a combination of trees, shrubs, and groundcover utilizing drought-resistant materials with careful consideration given to eventual size, spread, susceptibility to disease and pests, and durability and adaptability to existing soil and climatic conditions. Plans must also include a program for maintenance. The landscaping of the development must be completed and maintained in accordance with the landscape plans submitted and approved by the City Landscape Architect consultant and the Director of Community Development.
7. Landscaping and irrigation must be in compliance with the City's Landscape and Irrigation Guidelines and Chapter 14.14 – Water Efficient Landscapes of the Camarillo Municipal Code.
8. The developer must submit a landscape irrigation audit report to the Department of Community Development in compliance with the State Model Water Efficient Landscape Ordinance prior to occupancy.

9. The landscaping of the development must be completed and maintained in accordance with the landscape plans submitted and approved by the City Landscape Architect consultant and the Director of Community Development.
10. All planting area must be filled to within two inches (2") of the top of curbs. Planting areas must be cleared of debris, rocks, concrete, and other foreign material preparatory to planting. The Department of Community Development must approve curb design adjacent to planters and no asphalt or concrete must extend into planters.
11. Landscape plans must be at a minimum scale of 1" = 20'; except that slope planting plans may be at 1" = 30' minimum scale.
12. That any tree within five feet (5') of any public sidewalk, or other public improvement, must be provided with a root barrier as approved by the Assistant Director Public Works/City Engineer and Director of Community Development.
13. That *prior* to final inspection, the Developer must submit *written certification* from the Landscape Architect that the landscaping has been completed in accordance with the approved plans and specifications.
14. All landscape plan check and inspection fees must be paid at the time of submittal of landscape plan.
15. Driveways and parking areas must be separated from landscape areas by means of concrete curbing a minimum of six inches (6") above the parking area.
16. All trees are to be double staked per City Standard S-2 or appropriately supported, as approved by the Director of Community Development.
17. Planting fingers must be five feet (5') minimum in width and must be provided where required by Ordinance.
18. That where a parking space's vehicle overhang extends a maximum of two feet (2') into an adjacent planter area, the planter area must remain level within that area.

#### **RECYCLING/REFUSE**

19. That the user submit a recycling plan illustrating the programs that will be employed by the individual use.
20. In addition to the usual trash receptacles, that space be provided in the trash enclosure for the storage of containers for recycling and organic waste; or a separate enclosure must be provided depending on the amount of recyclable and organic waste material.
21. During construction, the developer must divert 65 percent of all non-hazardous construction materials from landfill (CalGreen Building Code Part II of Title 24 California Code of Regulations. Recycling bins must be made available during construction and labeled "Recycling Only," or bins containing mixed material must be sent to a State-approved recycling center or transfer station where the material is to be sorted for proper recycling.

Prior to issuance of a building permit, the developer must submit a Construction and Demolition Materials Management Plan Estimate to the Building and Safety Division for recycling of waste materials consistent with the aforementioned requirement. The

Construction and Demolition Materials Management Plan Estimate must include estimated quantities for each type of material to be diverted or landfilled.

Prior to final inspection, the developer must submit a Final Report Construction and Demolition Waste Letter of Documentation to the Building and Safety Division, demonstrating compliance with the Construction and Demolition Materials Management Plan Estimate and indicate the total amount of construction and demolition waste diverted.

22. Development must include post-consumer recycled materials in the construction of the project with a minimum of five percent (5%) of the total estimated project cost--excluding land costs and grading costs and government fees to be used as the guide. *Prior* to zone clearance, the Developer must submit a list of material to be used and an indication of the total percentage of the construction cost. Prior to final inspection, the Developer must submit written certification describing compliance with this condition.
23. Trash enclosures of a matching masonry material, as used in the building, must be provided with solid-screen gates with overhead trellis and solid roof. Said trash enclosures must be of sufficient size to accommodate the needs of the users and must be constructed in accordance with the Standard Plate S-1, or approved alternate design, to screen the storage of refuse. In addition to the area for trash receptacles, space must be provided for storage/collection of recyclables and organic waste, or a separate enclosure must be provided, to accommodate the amount of recyclable or organic waste material.
24. Trash enclosures must include a lattice structure to cover the enclosure with a solid roof design below to direct stormwater away from entering the enclosure itself. All litter/waste material must be kept in leak-proof containers. The area must be paved with impermeable material. No other area must drain onto these areas. The trash enclosure area must not be designed nor constructed with a drain that is connected directly to the storm drain system or the sanitary sewer.

#### **NOISE**

25. Site preparation and construction activities must be limited to between the hours of 7 a.m. and 7 p.m., and *not* on Sundays or holidays, in accordance with the City's Noise Ordinance.

#### **WATER AND ENERGY CONSERVATION**

26. Developer must comply with any water conservation requirements established by Ordinance or otherwise that are in effect at the time of application for building permit.
27. Water conservation devices must be installed in the project, including without limitation ultra-low consumption toilets and flow restrictors, in accordance with Camarillo Municipal Code, Chapter 14.12.

#### **SPECIAL**

28. **A parking, access, and maintenance agreement must be executed and remain in effect between kidSTREAM and Pleasant Valley Recreation and Park District (PVRPD) for the**

expansion of the parking lot on PVRPD property for use by kidSTREAM and must be subject to the approval of the Director of Community Development and the City Attorney.

29. A phasing plan supported by a parking study that demonstrates that at each phase, sufficient parking is provided must be submitted for review and approval by the Director of Community Development and City Traffic Engineer prior to issuance of a Zone Clearance or grading permit, whichever occurs first.
30. That an outdoor art feature be provided no later than the completion of phase 2, subject to review and approval by the Planning Commission prior to fabrication and installation of the artwork.
31. That the wall located along the westerly side of the parking lot expansion be submitted for review and approval by the Community Development Director and PVRPD General Manager prior to issuance of a grading permit.

#### **AGREEMENT FOR TRANSFER AND DEVELOPMENT**

32. The project is subject to the terms of the Agreement for the Transfer and Development of Real Property.
33. The Applicant must enter escrow and close escrow in accordance with the terms of the Agreement for the Transfer and Development of Real Property.

#### **GENERAL**

34. That the applicant must obtain appropriate permits and a zone clearance must be obtained from the City Departments of Community Development, Public Works/Land Development Division, and Building and Safety. Additional information and fees may be required from these departments, including such fees as: school, traffic, soils reports, geologic studies, grading plans, utilities, encroachment permit, and building code requirements. The building plans will also be coordinated with other governmental agencies (i.e., fire, water, environmental health, etc.). It is the applicant's responsibility to ensure that all City of Camarillo and interested parties' requirements have been met.
35. That the permit is granted for the land, as described in the application, and any attachment thereto, and shown on the plot plan and elevations submitted and labeled as Exhibit "A".
36. That the location of all buildings, fences, roadways, parking areas, landscape and other facilities or features must be substantially as shown on the plan labeled, Exhibit "A," and in conformance with the conditions labeled, Exhibit "B".
37. The applicant must sign and return an Applicant's Statement within 10 days of approval that he/she is aware and understands and agrees to abide and adhere to all conditions of approval attached to the project.
38. The development must be provided with bicycle racks in a location and of a suitable design, as approved by the Director of Community Development.
39. All parking spaces must meet City ordinance requirements with handicapped and compact car spaces being signed.

40. All exterior light fixtures and location be approved by the Director of Community Development. On-site lighting must be shielded and directed from adjoining properties, so as to produce no annoyance or nuisance or traffic hazard.
41. That a photometric lighting plan for the parking lot expansion be submitted for review and approval by the Director of Community Development prior to issuance of a grading permit.
42. That, if archaeological or historical artifacts are uncovered during land modification activities, the site must be preserved until a qualified Archaeologist is consulted for proper disposition of site and a concurrence received from the Department of Public Works/Engineering and the Department of Community Development.
43. That unless the use is inaugurated, or the construction of the structure is commenced and diligently pursued not later than twelve (12) months from the date this permit is granted, this permit will automatically expire on that date. However, if there have been no changes in the proposed plot plan or adjacent area, the Director of Community Development may grant additional time extensions for use inauguration.
44. That the final colors, textures, and materials be submitted for approval by the Director of Community Development prior to issuance of the zone clearance.
45. All exterior mechanical equipment, including roof mounted equipment must be shown on plans and screened by appropriately- designed treatment approved by the Director of Community Development.
46. No exterior access ladders of any kind to the roof are permitted.
47. The Director of Community Development may approve minor changes, but any substantial change must require the filing of a modification application to be considered by the Planning Commission.
48. Additions, changes, exterior modifications, rooftop equipment, storage, or equipment enclosures may be built only after receiving Department of Community Development approval and appropriate permits.
49. Parking areas must be developed and maintained in accordance with the requirements of the Camarillo Municipal Code. All parking spaces and loading areas must be striped and maintained so that it remains clearly visible during the life of the development.
50. Prior to any re-striping of the parking area, a zone clearance must be obtained. All disabled parking spaces and paths of travel must be re-striping and maintained in their original locations unless new locations are approved by the Director of Community Development.
51. All temporary and permanent signage must be submitted under a sign permit for review and approval by the Department of Community Development prior to issuance of a building permit. All signage must comply with the requirements of the Camarillo Municipal Code.
52. Applicant agrees, as a condition of issuing this permit, to pay all legal and expert fees and expenses of the City in defending any legal action brought against the City, other than one by the applicant, challenging the issuance of the permit, or any action or failure to act by the City relating to the environmental review process pursuant to the California Environmental Quality Act. In the event such a legal action is filed against the City, City must estimate its expenses for the litigation, and applicant must deposit said amount with the City, or enter into an agreement with the City, to pay such expenses, as they become due.

53. Developer, by acceptance of the approval of CUP-412, agrees to indemnify, defend, and hold the City harmless from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney fees and disbursements (collectively, "Claims"), which the City may suffer or incur, or to which the City may become subject by reason of, or arising out of, the City's approval of this project, or the activities undertaken by the Developer under this permit and any related project approvals. If any Claim is brought against the City by legal action or otherwise, Developer agrees to defend the City at the City's request and with counsel satisfactory to the City. For the purposes of this section, "City" includes the City of Camarillo's officials, officers, employees, and agents.
54. Developer/Applicant must reimburse the City for all attorneys' fees expended by the City, which are directly related to the processing of this development/project. No Certificate of Occupancy or other final occupancy approval must be given until the attorneys' fees billed to date have been paid.
55. There must be no outdoor storage, sales, or displays in accordance with the R-1 Zone.
56. The project must comply with the requirements of the R-1 Zone.
57. The owner of the property must regularly and promptly remove any and all graffiti from the project, must maintain exteriors in a clean and attractive condition, and must maintain all landscaping required for the project in a healthy, orderly, and aesthetically-pleasing condition. In instances where the Department of Community Development determines that a violation of this condition exists, the owner must act promptly to correct the condition, in accordance with the direction of the Director of Community Development.
58. All persons doing business in the City of Camarillo in connection with the project must have a current Business Tax Certificate prior to commencing construction.



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

**TO: BOARD OF DIRECTORS**

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

**DATE: November 3, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF A SPORTS  
TURF POLICY**

**SUMMARY**

The Pleasant Valley Recreation & Park District (“District”) coordinates and issues permits for the use of District parks, open space, sports fields, an aquatic center, and other facilities to organizations and the public for recreational activities including but not limited to sports. The District develops, manages, and maintains over 50 acres of sports turf. A Sports Turf Policy will provide direction and guidance for Staff to accomplish a primary District goal of delivering safe athletic fields that are maintained at the highest standards possible for all users including participants, officials, and spectators.

**BACKGROUND**

Recreational turf provides for both healthy activities and an important entertainment value for the community. Unlike ornamental turfgrass on residential and commercial properties, recreational surfaces are exposed to different stresses and provide a uniquely different function. While recreational turf has always existed in District parks, the function and usage has evolved over the last two decades to meet the changing trends in sports and turf management. Instead of strictly passive, leisure usage and recreational sports, competitive level sports play for all ages has become a standard category of activity the community not only desires but has come to expect.

In order to meet that expectation, within our system of 28 parks, the District has four (4) defined ‘Sports Parks’: Freedom Park, Pleasant Valley Fields, Bob Kildee Community Park, and Mission Oaks Park. These parks serve as a location to host activities which through casual or organized participation provide competition. Each of these locations have unique turf species, soil types, drainage concerns as well as usage, and wear patterns.

The growth of sports turf management for the District took a noticeable expansion and progression with the opening of Pleasant Valley Fields in 2010. The parks superintendent at that time recommended a *maximum* of 800 hours of use per year for the turf at the complex. At the time, 800 hours per year was the national average used to prevent overuse and costly damage to the turf, and to reduce injuries due to poor turf conditions. Since then, turf field management and associated research has drastically increased and improved. Research has shown the exact number of hours is extremely fluid as there is a variety of factors and conditions that dictate the health of the turf and the desired level of service that can be provided.

Starting in 2011, the District began to close the fields [Pleasant Valley Fields], three (3) times a year for five (5) weeks, periodically throughout the year, for rest and maintenance periods. In 2017, District staff worked with various Community Service Organizations to implement Winter Rules from late November through early March with the intention to preserve turf. The District recognizes the following Winter Rules:

- 1) Turf/tennis shoes must be worn for all practices for ages of U11 and above at Pleasant Valley Fields soccer fields.
- 2) Tournaments take precedence over practice in terms of playability during the winter period.
- 3) Tournaments take precedence over league play in terms of scheduling.

Other turf related items also in the current agreements are as follows:

- 1) Throughout the year referees shall wear turf or athletic shoes and shall pinch or widen the field lines during fall and secondary seasons.
- 2) Paint that is made specifically for field marking is required.

While the initial changes were focused on all field zones at Pleasant Valley Fields, the expansion of organized and competitive sports moving from a seasonal/rotational sport schedule to year-round play has affected the turf conditions at all of our sports parks. As staff strives to maintain our sports fields in a safe, usable, and attractive condition, it has required staff to close fields throughout the year. Over the past years, staff has focused on turf closures and the winter months schedule due to the fact that fields dry much more slowly during winter than they would in other seasons. Below is the District’s current practice as it relates to sports field closures which is just one avenue to assist with turf preservation:

Freedom Park Fields:	2nd week in July – Early September 3rd week of December – 1st week of January
Pleasant Valley Fields:	Mid-November– January 2nd
Bob Kildee Community Park:	3rd week in December to 1st week of January
Mission Oaks Park:	4th week of November until January 2nd

Unfortunately, due to the shortage of field resources, the District is unable to shut down a zone or an entire field for multiple months at a time. Therefore, overuse will result in rapid deterioration increasing the likelihood of injuries to the player(s) and the need for more intensive repair of the turf.

**ANALYSIS**

Properly maintaining a natural grass athletic field is not an easy task. Athletic turf managers not only have the usual challenges faced by any turf professional such as adverse weather conditions and tight budgets, but also face unique difficulties such as coordinating turf maintenance with busy practice and game schedules and dealing with multiple users. Overused sports fields often lose turf cover and degrade to a bare soil surface within the high play zones of fields. Without successful maintenance and rest, the lifecycle is relatively short.

Unfortunately, there is not an exact answer to the question of how many events (practices, games, clinics, tournaments, scrimmages, etc.) a sports field can tolerate per year. There are numerous

factors that affect the ability of natural turf to tolerate traffic including the sport(s) being played, age of the athletes, time of play, turf wetness during play, soil type, variety of turfgrass, weather during recovery, and regime of maintenance practices. If traffic is not managed carefully, footsteps and vehicle (cart) tires can leave wet playing surfaces rutted and bumpy. A sudden stop or slip may also shear the grass away from its roots, causing damage that will be visible.

Effective and properly managed natural turf can withstand a significant amount of play without wearing out turf. Abuse, however, can cause permanent damage that cannot be overcome by regular maintenance. Maintaining dense turf is essential to producing high-quality play surfaces on intensively used sports fields. While the District can take various steps to help with winter play, nothing changes the fact that less sunlight and cooler temperatures limit how well grass will recover during the warmer seasons.

### **A District-wide Policy**

Currently, there is no existing District-wide guideline or set of protocols used to formally govern or regulate the use of sports field turf areas to reduce excessive and detrimental wear and tear thus prompting the need for a District-wide sports turf policy. Staff has researched, networked, and talked with other districts about their sports turf policies, and no one has a specific policy and instead it is imbedded in their ordinances, maintenance best practices, and field requirements. The District would be the first in the area to have a sports turf policy to address these issues and concerns in a formal and centralized policy.

The purpose of this policy is to outline the guidelines and procedures for the permitted use of District sports fields and turf areas to ensure the District is accomplishing our goal of safe and quality sports fields for all users including but not limited to League, Practices, and Tournament users. Staff has developed a draft of a Sports Turf Policy consisting of the following sections for review:

- Definition of Terms
- General Policy
- Footwear/Turf Shoes
- Turf Preservation & Field Maintenance
- Sports Field Lining/Marking
- Turf Recovery & Field Closures
- Field and/or Facility Modifications
- Inclement Weather Procedures
- Turf Policy Violations

### **FISCAL IMPACT**

There is no fiscal impact to this Policy.

### **RECOMMENDATION**

It is recommended that the Board approve and adopt the proposed District Sports Turf Policy.

### **ATTACHMENTS**

- 1) Sports Turf Policy (9 pages)



## PLEASANT VALLEY RECREATION & PARK DISTRICT

### SPORTS TURF POLICY

#### Introduction

The Pleasant Valley Recreation & Park District, hereinafter referred to as “District,” coordinates and issues permits for the use of District parks, open space, sports fields, aquatic center, and other facilities, to organizations and the public for recreational activities including but not limited to sports.

The District issues permits for sports field use through an allocation system with priority given in the following order: District programming, Community Service Organizations, Resident Organizations or 501(c)3 Non-profit Organizations, In-District Residents, and all other requests.

Reservable fields can be reserved at any time based on the availability of the field(s) or up to six (6) months in advance and a minimum of 30 days prior to the requested date. The District closes fields periodically throughout the year for rest and maintenance periods.

#### Purpose

The purpose of the District Sports Turf Policy (“Policy”) is to establish policies and procedures governing the use of District owned and managed sports fields and turf areas to ensure the District is accomplishing our goal of safe and quality sports fields. The District’s primary role in providing athletic opportunities is to make certain its fields remain safe and are maintained in the highest standards possible for participants, spectators, and officials.

The District takes great pride in maintaining its sports fields and has an overriding interest and expectation in providing quality playing surfaces. This is accomplished through the implementation of athletic turf field preservation and management to maintain wear tolerance and provide quality sports fields. This Policy establishes the following guidelines for anyone who interacts with the District through District-managed sports turf maintenance.

## Definition of Terms

**Cleats** – shall mean a shoe with a rigid outsole. Cleats feature spikes or studs (fixed/molded or detachable) spread evenly over the outsole of the shoe. There are three main types of studs: bladed, hard round and round/conical. The studs may be made of plastic, rubber or metal tipped.

**Community Park** – shall mean a park that generally ranges in size from 10 acres to larger that serves as a recreational point for the community. Many include: playgrounds, pavilions, restrooms, sports fields, and offer active and passive space.

**District** – shall mean the Pleasant Valley Recreation & Park District, its officers, staff, and agents of the District.

**General Use Policy** – shall mean the procedures used in the application of approved District policies.

**Neighborhood Park** – shall mean a park generally up to 10 acres in size which serves as a social and recreational focal point for neighborhoods. Many include playgrounds and may offer a range of facilities and passive or active recreation in response to demographic and cultural characteristics of surrounding neighborhoods. Neighborhood parks are largely accessible by foot, bicycle, within at least a quarter-mile radius from residences, providing easy access especially for children and senior adults.

**Sports Fields/Facilities** – shall mean the fields and facilities at Bob Kildee Community Park, Freedom Park, Mission Oaks Park, and Pleasant Valley Fields (collectively “Sports Parks”) or other fields as may be designated by the District.

**Turf Tarps** – shall mean an artificial covering to be placed on the field to protect and promote healthy turf development.

**Turf Shoes** – shall mean a durable rubber outsole. Turf shoes feature dozens of small rubber studs or patterns on the outsole of the shoe with very little spacing between each stud. They have a somewhat flexible bottom resembling that of a tennis shoe and not of spiked cleats.

**Turf Wear Tolerance** – shall mean Athletic field turf should be able to tolerate the weight of people running and jumping, and the tearing associated with sports.

**User Group** – shall refer to the users of the field, including Community Service Organizations, resident organizations, in-district residents, and out-of-district residents.

**Vendor** - a person or company offering food, snacks, merchandise, or services for sale.

**Winter Rules** – shall refer to the following rules during the dates of **November 1-March 15**:

- Turf/athletic shoes must be worn for all practices at PV Fields.
- Tournaments take precedence over practice in terms of playability during the winter period and tournaments take precedence over league play in terms of schedules during the wintertime period (November 1 – March 15).
- This shall also apply to any practices on the infields at Bob Kildee Community Park and Freedom Park Fields.

## General Policy

1. Field use, especially sports practices, should be conducted in a manner so that play will take place on different sections of the turf, thus reducing excessive turf wear and damage to any one area.
2. Rotate use of areas (e.g., use middle of turf area for drills one day and sides of the field the following day, move older players to less impacted zones, areas), and when possible, stay off the fringe or bare areas to limit erosion and further damage.
3. Ladder training drills shall not be conducted on Turf in order to prevent excessive wear and tear on the turf.
4. Overcrowding fields by scheduling multiple practices and games in reserved areas is prohibited. Allow a safe distance between fields for safe passage of spectators and participants.
5. Use of any equipment must be stated on the permit application/CSO FFAU. Removal of all equipment daily is required unless prior District approval is granted.
6. Assistant/Referee (A/R) lines shall pinch or widen the field lines during any season to help eliminate excessive turf wear as well as moving teams' seating areas.
7. Turf Tarps may only be placed on the turf with prior written approval (6 weeks in advance) and at the direction of General Manager or Designee. Turf tarps must be made of a breathable material if approved.
8. Vendors are prohibited from preparing food on turf without authorization by the General Manager or Designee.
9. Community Service Organizations are required to hold annual trainings with coaches, and volunteers to review the District Policy.

10. Groups witnessing misuse of fields by other scheduled or unscheduled users are encouraged to contact the Parks Department **805-482-5396** who will inform the appropriate personnel.
11. Report maintenance and hazard emergencies (e.g., broken water lines, pressurized sprinkler heads, restroom facilities, etc.) promptly to the Parks Department **805-482-5396** who will inform appropriate personnel. Please be prepared to fully identify yourself, your location and the specific nature of the emergency or hazard when you make the call.
12. Games being played during the Winter months will start at **9:00 am** or later. This will assist with excess moisture and cooler temperatures typically seen during the mornings of the winter season. The limited sunlight in the winter months or season means the fields dry much more slowly compared to the other months of the year.

## Approved Footwear

### 1. Pleasant Valley Fields ("PV Fields"):

- a. Footwear is restricted to molded plastic cleats (max 1/2"), turf shoes, or other soled athletic shoes such as cross-trainers or running shoes.
- b. **Metal cleats or spikes are prohibited.** With exception of on the softball fields, for softball related activities only.
- c. Turf shoes are mandatory for all practices. When turf shoes are not available, athletic shoes are acceptable.
- d. Referees shall wear turf or athletic shoes only.
- e. Plastic cleats no longer than 1/2" are acceptable as footwear during league scheduled games.
- f. Turf shoes are mandatory for year-round practices. Cleats are not permitted during Winter months.
- g. League scheduled games should not begin sooner than 9:00 am during winter months.
- h. When fields are wet, practices should not occur in goal boxes.

### Approved Footwear Examples:



## 2. Freedom Park:

- a. U13 and U14 and above may use Veterans Field and Fields 3-4 will be allowed to use Metal Cleats. All other footwear will be permitted.
- b. No soccer play or cleats allowed on baseball infield.

## 3. Bob Kildee Park:

- a. U13 and U14 and above may use Hibbits Field and will be allowed to use Metal Cleats. All other footwear will be permitted.
- b. No soccer play or cleats allowed on baseball infield.

## 4. Mission Oaks Park:

- a. Footwear is restricted to molded plastic cleats (max 1/2"), turf shoes, or other soled athletic shoes such as cross-trainers or running shoes.
- b. Metal cleats or spikes are prohibited unless approved by the General Manager or designee.

## Turf Preservation & Field Maintenance

It is the goal of the District that fields and facilities remain safe and of the highest quality. Guidelines for preservation of turf are as follows:

1. The District reserves the right to cancel or suspend field use permits when conditions could result in injury and/or cause damage to the District property. This includes during a game that has already started. Permits may also be cancelled when the health and safety of participants are threatened due to impending conditions, including but not limited to, rain, muddy conditions, smog alerts, smoke, extreme heat, maintenance issues, lightning, earthquakes, or other reasons as decided by the District.
2. If it has rained within the preceding 24 hours, groups using the fields must call the Parks Department's Field Condition Hotline at **805-947-5125** to receive updated information on field playability. Generally, only same-day information will be provided, except in the case of severe conditions or scheduled maintenance. **The Hotline message will be updated by 1:00 pm on weekdays and by 7:00 am on weekends.** Please do not inquire earlier or about future days as the determination of field conditions are made at that time each day. Determination of field conditions will be made by District personnel, and determinations/decisions are not negotiable.
  - a. Fields may not be used during or after a heavy rain, when fields are wet or muddy, or when closed by the District:
    - i. If it rains any more than 0.25" (quarter inch) the District has the right to close down the fields for safety and for the turf management.



- ii. If water rises when turf is stepped on, the field is too wet to be played on.
  - iii. If the infield becomes muddy and the dirt is not loose, or prevents participants from sliding, the field is not playable.
  - iv. Standing water (puddles) within the playing areas.
  - v. Player footprints fill with water in most of a single playing position.
3. Soccer practices may not take place on the infield area of a softball or baseball diamond.
4. No personal vehicles of any kind (cars, golf/carts, scooters, etc.) are allowed on District property, other than parking lots, without prior written permission notated on the field use permit issued by District.

## Sports Field Lining/Marking

1. Lining of District fields is prohibited without prior written approval on the field use permit.
2. Line colors must be approved by the District. White, Blue or Green Paint is acceptable, any other color must obtain the General Manager or designee's approval. **NO CHALK ON TURF.**
3. Burning lines on the District fields is prohibited. If this happens the parties responsible will pay to have the turf replaced at their sole expense.
4. Any user failing to comply with established guidelines and notification requests are subject to reimbursement of costs to include but not limited to staffing, facility, as well as for all damages occurring to the facility with the potential of termination of field use permit.

## Turf Recovery and Field Closures

One component of a comprehensive turf management program is limiting field use by seasonal/temporary field closures or restricting permits for field use. District maintained sports fields and park sites receive a great deal of play throughout the year. The District and maintenance staff of the Parks Division strive to maintain them in a safe, usable, and attractive condition; therefore, most fields are closed every winter from Thanksgiving through the New Year and temporarily throughout the year as weather and/or site conditions dictate.

The District reserves the right to schedule maintenance in an emergency or as needed to provide a safe environment for all users.

**1. Pleasant Valley Fields ("PV Fields"):**

- a. Fields and zones usage will not exceed a maximum of 1,100 hours of use. This does not include lining and league/tournament prep unless authorized by the General Manager or designee.
- b. Required mandatory rest period of one (1) week after all tournaments that host more than 90 teams only at PV Fields and for Zones 1-4.
- c. Lining the fields for the next week's games will be permitted.
- d. Fields will close three (3) times annually for five (5) week blocks (or more as necessary) for scheduled maintenance and rest
  - i. Approximate Dates:
    - 1. November 1<sup>st</sup> -January 2<sup>nd</sup>
    - 2. April—May
    - 3. June—July

**2. Freedom Park Fields:** Second week of July—early September; Third week of December to the first week of January

**3. Bob Kildee Community Park:** Third week of December to first week of January

**4. Mission Oaks Park:** Thanksgiving week to January 1

## Field and/or Facility Modifications

All requests for modification or improvement to District fields or facilities must be submitted in writing to the District. All requests will be reviewed by District staff. The field or facility modification request review process may take a minimum of six (6) weeks depending upon the request of the project. Submission of a request to modify or improve a site does not constitute approval. Approval will be given according to District Ordinance 8 or General Use Policy.

## Inclement Weather Procedures

Always remain aware and alert for incoming weather while using fields. This is a large open area and subject to lightning and other weather-related hazards:

### **Thunder/Lightning Storms**

Following guidance from the National Weather Service regarding thunder/lightning storms, if you see lightning, hear thunder or if the skies look threatening, play should be stopped immediately. User groups should not resume outdoor activities until 30 minutes after the storm has passed. For a full list of details regarding thunder/lightning storms including how to be prepared, where people go for safe shelter, and what should be done if someone is struck by lightning, please visit: <https://www.weather.gov/safety/lightning-sports>.

## Turf Policy Violations

The District recognizes that from time-to-time, field/facility renters may find themselves in situations that may violate District Ordinance 8, General Use Policy, or more specifically, the terms of their reservation. The District will work with renters to correct the issue and have set guidelines for types of violations and resulting administrative actions that may result. Should violations occur, District staff will follow Ordinance 8 and the General Use Policy to address the issues which may include but are not limited to the prevention of future use and collecting reimbursement due to field or facility damage.

\*It is the responsibility of the Permittee to ensure all participants, vendors, spectators, volunteers, and staff under their supervision understand and abide by this process. The District reserves the right to skip steps in this process at the discretion of District Staff if egregious violations occur at the outset or if malicious intent is perceived that suggests earlier punitive action is necessary. Egregious violations for annual permits will be subject to further District review and permits may be denied for the following year at the discretion of the General Manager or designee.

Any user failing to comply with established guidelines and notification requests are subject to reimbursement of costs to include but not limited to staffing, facility as well as for all damages occurring to the facility and potential of termination of field use permit.

All renter violations and their frequency will be recorded by District Staff. Any violation could result in a first, second or third offense and multiple violations do not need to be the same in nature to be issued a second or third violation.

### **I. First Violation**

District Staff will provide a written notice of violation to the renter evaluating remedies to ensure the violation does not reoccur. District Staff will make written note of this warning being as such for the violation in question and will include notification of the loss of the reservation deposit or addition charge for damages. Such warning shall also be indicated in writing to the facility user and saved for record. District Staff will indicate the consequences of a second offense should the renter reach that stage.

### **II. Second Violation**

Depending on the nature of the violation and the response of the renter to the repeated warning and District Staff assistance at preventing subsequent violations, the District may issue a third warning or may cancel reservation. Receipt of paid funds from a cancelled reservation due to policy violations may be prohibited at the discretion of the General Manager.

### III. Third Violation

Depending on the nature of the violation, renter may be denied future access to District facilities for reservation in question and/or renter may be suspended from access to additional District facility reservations for an undetermined amount of time. Note that such restrictions would apply to reservations in which violating renter is involved regardless of reservation name changes or renter leadership changes for the reservation in question.

Violation examples include but are not limited to:

1. Use of facility or field without a permit.
2. Use of facility or field that has been closed due to inclement weather.
3. Use of facility or field prior to or beyond permit time.
4. Use of additional areas of a facility or field(s) without proper permitting.
5. Subletting, loaning, or trading a facility or field reservation with another renter.
6. Driving a personal vehicle(s) of any kind (cars, golf/carts, scooters, etc.) on fields without permission from the District.
7. Violation of District Ordinance 8 or General Use Policy.
8. Intentionally misleading District Staff as to the likely attendance of the reservation resulting in major attendance discrepancies.
9. Intentionally leaving trash, damaging District property, or vandalizing District property.

\*This process does not include parking violations set forth in the General Use Policy and enforced by Park Rangers, as such violations may warrant altogether separate forms of ticketing and/or towing of vehicles.

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: November 3, 2022**

**SUBJECT: CALIFORNIA PUBLIC EMPLOYEES RETIREMENT  
SYSTEM (CALPERS) ACTUARIAL VALUATION  
INFORMATION REPORT FOR FISCAL YEAR 2022-2023**

**SUMMARY**

The California Public Employees Retirement System (CalPERS) offers a defined benefit retirement plan. It provides benefits based on members years of service, age, and final compensation. Annually CalPERS provides each participating agency the Annual Valuation Report which is an important tool to help the District budget for its retirement benefits. These informational reports also provide insight regarding minimum employer contributions, changes from previous year's valuations, the District plans' liabilities, funding levels, contributions for both employer and employee and other information.

**BACKGROUND**

CalPERS is governed by a 13-member Board of Administration who are elected, appointed, or hold office ex officio. As the nation's largest public pension fund, CalPERS serves more than 2 million members in the retirement system and more than 1.5 million members and their families in their health program. The District Board entered into an agreement with CalPERS effective September 1, 1969. Currently, the District has three different retirement plans (2.5% @ 55, 2% @ 60, and 2% @ 62).

The 2.5% @ 55 CalPERS retirement plan was approved by the District Board in 2007. In July of 2011, the District Board approved a two-tiered program re-establishing the 2% @ 60 CalPERS retirement plan for all new employees. The California Public Employees' Pension Reform Act (PEPRA) took effect in January 2013, which added a third tier, 2% @ 62. These updates also changed the way CalPERS retirement and health benefits are applied and places compensation limits on members.

CalPERS officials estimate that it is 72% funded and that figure assumes future investment earnings averaging 6.8% a year. CalPERS has posted a 6.9% return average over the last 20 years by its own calculation. CalPERS investment returns do not always hit the projected return in a single year and the expected rate of return has been lowered over the life of CalPERS, which has left the various plans not fully funded.

On December 21, 2016, the CalPERS Board of Administration voted to lower the discount rate, or expected earnings, from 7.5% to 7% over a three-year period starting in Fiscal Year 2018-2019. The incremental lowering was to give employers more time to prepare for the changes in employer contribution costs. Under the Funding Risk Mitigation Policy which was approved by the CalPERS Board of Administration in 2015, the double-digit return from fiscal year 2020-2021 reduced the discount rate further to 6.8%. Lowering the expected rate of return has resulted in lower funded status due to the expectation that assets will grow at a slower rate.

In July 2022 CalPERS reported a preliminary -6.1% net investment return for fiscal year 2021-2022 and CalPERS assets at more than \$440 billion. The -6.1% net investment return outperformed their total fund benchmark of -7.0%, or by 90 basis points.

The 2021-22 fiscal year return for the Public Employees' Retirement Fund (PERF) of -6.1% was the result of -13.1% in Public Stocks, -14.5% in Fixed Income investments, +21.3% in Private Equity and +24.1% in Real Assets.

As previously stated, based on these preliminary fiscal year returns, the funded status of the overall PERF is an estimated 72%, based on a 6.8% discount rate.

Annually the CalPERS Actuarial Office sends out the Annual Valuation Report to each public agency which is always one year in arrears. The report includes pension plan information of the current financial status of each plan along with the projected "Employer Normal Cost Rate" and the "Employer Amortization of Unfunded Accrued Liability" for the upcoming two fiscal years. It also contains the "Amortization Schedule and Alternatives" showing the balances of each plan, the "Employer Contribution History" and the "Funding History" of each plan.

Taking into consideration the numbers mentioned above, the contribution rate for the 2.5% @ 55 plan will increase by 1.75 percentage points, the 2% @ 60 plan will increase by 1.47 percentage points, and the 2% @ 62 plan is projected to increase by 0.21 percentage points.

### **ANALYSIS**

The District has three retirement plans. The three plans are known as 2.5% @ 55 Plan, 2% @ 60 Plan and 2% @ 62 Plan. The District strives to pay off the 2% @ 60 and the 2% @ 62 plans each year and pay additional if the budget will allow it. The District pays the minimum annual contribution on the 2.5% @ 55 plan.

Currently, there is no Unfunded Liability for the 2% @ 60 and 2% @ 62 plans due to additional contributions made in July of 2021. Unfunded Liabilities are expected to increase for all plans due to the loss of 6.1% on net investments, which represents a total 12.9% miss of the 6.8% discount rate.

The table below shows the number of current and retired employees in each pension plan.

### Employees per Pension Plan

Plan Name	Number of Employees in Plan	Number of Retirees in Plan	Eligibility of Plan for Employee
2.5% @ 55	13	61	Closed to New Employees
2% @ 60 – Classic Members	5	2	Open to New Employees, only if already in PERS
2% @ 62 – PEPRA*	24	0	New Employee to PERS

\*Public Employees' Pension Reform Act

### Current and Future Unfunded Liability Obligations through FY2024-2025

Plan Name	Actual Unfunded Accrued Liability 2022-2023	Unfunded Accrued Liability 2023-2024	Estimated Unfunded Accrued Liability 2024-2025
2.5% @ 55	\$ 508,376	\$ 511,307	\$ 510,000
2% @ 60	\$ 0	\$ 0	\$ 0
2% @ 62 - PEPRA	\$ 0	\$ 0	\$ 0

### Current Unfunded Liability Balance

Plan Name	Plan Balance as of 6/30/22 report
2.5% @ 55	\$ 4,529,151
2% @ 60	\$ (112,609)
2% @ 62	\$ (85,729)

#### **FISCAL IMPACT**

No fiscal impact to fiscal year 2022 – 2023 budget as the PERS Unfunded Liability payments have already been submitted. Future obligations will be placed in the future budgets as needed.

#### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 2.1: Utilize best accounting practices and evaluate management and financial services.

#### **RECOMMENDATION**

CalPERS Valuation Reports are presented as informational items only.

Staff is recommending the Board direct Staff to work with the Finance Committee on potential options for reducing future Unfunded Liability Payments and then return to the full board for further action.

#### **ATTACHMENTS**

- 1) Pension Plan 2.5% @ 55 – Miscellaneous First Tier June 2022 (31 pages)
- 2) Pension Plan 2% @ 60 – Miscellaneous Second Tier (Classic) June 2022 (30 pages)
- 3) Pension Plan 2% @ 62 – PEPRA Miscellaneous Plan (PEPRA) June 2022 (31 pages)
- 4) CalPERS Announces Preliminary Net Investment Return of -6.1% for the 2021-22 Fiscal Year (3 pages)



**California Public Employees' Retirement System**

**Actuarial Office**

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744

888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | [www.calpers.ca.gov](http://www.calpers.ca.gov)

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**July 2022**

**Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District (CalPERS ID: 3596803517)**

**Annual Valuation Report as of June 30, 2021**

Dear Employer,

Attached to this letter, you will find the June 30, 2021 actuarial valuation report for the rate plan noted above. **Provided in this report is the determination of the minimum required employer contributions for fiscal year (FY) 2023-24.** In addition, the report contains important information regarding the current financial status of the plan as well as projections and risk measures to aid in planning for the future.

Because this plan is in a risk pool, the following valuation report has been separated into two sections:

- Section 1 contains specific information for the plan including the development of the current and projected employer contributions, and
- Section 2 contains the Risk Pool Actuarial Valuation appropriate to the plan as of June 30, 2021.

Section 2 can be found on the CalPERS website ([www.calpers.ca.gov](http://www.calpers.ca.gov)). From the home page, go to "Forms & Publications" and select "View All". In the search box, enter "Risk Pool" and from the results list download the Miscellaneous Risk Pool Actuarial Valuation Report for June 30, 2021.

Your June 30, 2021 actuarial valuation report contains important actuarial information about your pension plan at CalPERS. The plan actuary whose signature is in the Actuarial Certification is available to discuss.

Actuarial valuations are based on assumptions regarding future plan experience including investment return and payroll growth, eligibility for the types of benefits provided, and longevity among retirees. The CalPERS Board of Administration (board) adopts these assumptions after considering the advice of CalPERS actuarial and investment teams and other professionals. Each actuarial valuation reflects all prior differences between actual and assumed experience and adjusts the contribution requirements as needed. This valuation is based on an investment return assumption of 6.8%, which was adopted by the board in November 2021. Other assumptions used in this report are those recommended in the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021.

**Required Contribution**

The table below shows the minimum required employer contributions for FY 2023-24 along with estimates of the required contributions for FY 2024-25. Employee contributions other than cost sharing (whether paid by the employer or the employee) are in addition to the results shown below. **The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.**

Fiscal Year	Employer Normal Cost Rate	Employer Amortization of Unfunded Accrued Liability
2023-24	13.34%	\$511,307
<i>Projected Results</i>		
2024-25	13.3%	\$510,000



The actual investment return for FY 2021-22 was not known at the time this report was prepared. The projections above assume the investment return for that year would be 6.8%. ***To the extent the actual investment return for FY 2021-22 differs from 6.8%, the actual contribution requirements for FY 2024-25 will differ from those shown above.*** For additional details regarding the assumptions and methods used for these projections, please refer to the "Projected Employer Contributions" in the "Highlights and Executive Summary" section. This section also contains projected required contributions through FY 2028-29.

### **Changes from Previous Year's Valuation**

On July 12, 2021, CalPERS reported a preliminary 21.3% net return on investments for FY 2020-21. Since the return exceeded the 7.00% discount rate sufficiently, the CalPERS Funding Risk Mitigation policy allows CalPERS to use a portion of the investment gain to offset the cost of reducing the expected volatility of future investment returns. Based on the thresholds specified in the policy, the excess return of 14.3% prescribes a reduction in investment volatility that corresponds to a reduction in the discount rate of 0.20%, from 7.00% to 6.80%.

On November 17, 2021, the board adopted new actuarial assumptions based on the recommendations in the November 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study reviewed the retirement rates, termination rates, mortality rates, rates of salary increases, and inflation assumption for public agencies. These new assumptions are incorporated in this actuarial valuation and will impact the required contribution for FY 2023-24. In addition, the board adopted a new strategic asset allocation as part of its Asset Liability Management process. The new asset allocation along with the new capital market assumptions and economic assumptions support a discount rate of 6.80%. This includes a reduction in the price inflation assumption from 2.50% to 2.30%.

Besides the above noted changes, there may also be changes specific to the plan such as contract amendments and funding changes.

Further descriptions of general changes are included in the "Highlights and Executive Summary" section and in Appendix A of the Section 2 report, "Actuarial Methods and Assumptions."

### **Questions**

We understand that you might have questions about these results, and the plan actuary whose signature is on the valuation report is available to discuss. If you have other questions, you may call the Customer Contact Center at (888)-CalPERS or **(888-225-7377)**.

Sincerely,

SCOTT TERANDO, ASA, EA, MAAA, FCA, CFA  
Chief Actuary



**Actuarial Valuation  
as of June 30, 2021**

**for the  
Miscellaneous First Tier Plan  
of the  
Pleasant Valley Recreation and Park District  
(CalPERS ID: 3596803517)**

**Required Contributions  
for Fiscal Year  
July 1, 2023 - June 30, 2024**

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**Section 1 – Plan Specific Information**

**Section 2 – Risk Pool Actuarial Valuation Information**

# Section 1

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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**Plan Specific Information  
for the  
Miscellaneous First Tier Plan  
of the  
Pleasant Valley Recreation and Park  
District**

**(CalPERS ID: 3596803517)  
(Rate Plan ID: 9643)**

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## Actuarial Certification

To the best of our knowledge, this report, comprising of Sections 1 and 2, is complete and accurate and contains sufficient information to disclose, fully and fairly, the funded condition of the Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District and satisfies the actuarial valuation requirements of Government Code section 7504. This valuation is based on the member and financial data as of June 30, 2021 provided by the various CalPERS databases and the benefits under this plan with CalPERS as of the date this report was produced. Section 1 of this report is based on the member and financial data for Pleasant Valley Recreation and Park District, while Section 2 is based on the corresponding information for all agencies participating in the Miscellaneous Risk Pool to which the plan belongs.

As set forth in Section 2 of this report, the pool actuaries have certified that, in their opinion, the valuation of the Miscellaneous Risk Pool has been performed in accordance with generally accepted actuarial principles consistent with standards of practice prescribed by the Actuarial Standards Board, and that the assumptions and methods are internally consistent and reasonable for the risk pool as of the date of this valuation and as prescribed by the CalPERS Board of Administration according to provisions set forth in the California Public Employees' Retirement Law.

Having relied upon the information set forth in Section 2 of this report and based on the census and benefit provision information for the rate plan, it is my opinion as the plan actuary that the Unfunded Accrued Liability amortization bases as of June 30, 2021 and employer contribution as of July 1, 2023 have been properly and accurately determined in accordance with the principles and standards stated above.

The undersigned is an actuary who satisfies the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States with regard to pensions.

BILL KARCH, ASA, MAAA  
Supervising Pension Actuary, CalPERS

## **Highlights and Executive Summary**

- **Introduction**
- **Purpose of Section 1**
- **Required Contributions**
- **Additional Discretionary Employer Contributions**
- **Plan's Funded Status**
- **Projected Employer Contributions**
- **Other Pooled Miscellaneous Risk Pool Rate Plans**
- **Cost**
- **Changes Since the Prior Year's Valuation**
- **Subsequent Events**

## Introduction

This report presents the results of the June 30, 2021 actuarial valuation of the Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District of the California Public Employees' Retirement System (CalPERS). This actuarial valuation sets the required employer contributions for (FY) 2023-24.

## Purpose of Section 1

This Section 1 report for the Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District of CalPERS was prepared by the plan actuary in order to:

- Set forth the assets and accrued liabilities of this plan as of June 30, 2021;
- Determine the minimum required employer contribution for this plan for the FY July 1, 2023 through June 30, 2024; and
- Provide actuarial information as of June 30, 2021 to the CalPERS Board of Administration (board) and other interested parties.

The pension funding information presented in this report should not be used in financial reports subject to Governmental Accounting Standards Board (GASB) Statement No. 68 for a Cost Sharing Employer Defined Benefit Pension Plan. A separate accounting valuation report for such purposes is available on the CalPERS website ([www.calpers.ca.gov](http://www.calpers.ca.gov)).

The measurements shown in this actuarial valuation may not be applicable for other purposes. The agency should contact the plan actuary before disseminating any portion of this report for any reason that is not explicitly described above.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; changes in actuarial policies; changes in plan provisions or applicable law; and differences between the required contributions determined by the valuation and the actual contributions made by the agency.

### Assessment and Disclosure of Risk

This report includes the following risk disclosures consistent with the recommendations of Actuarial Standards of Practice No. 51 and recommended by the California Actuarial Advisory Panel (CAAP) in the Model Disclosure Elements document:

- A "Scenario Test," projecting future results under different investment income returns.
- A "Sensitivity Analysis," showing the impact on current valuation results using alternative discount rates of 5.8% and 7.8%.
- A "Sensitivity Analysis," showing the impact on current valuation results assuming rates of mortality are 10% lower or 10% higher than our current post-retirement mortality assumptions adopted in 2021.
- Plan maturity measures indicating how sensitive a plan may be to the risks noted above.



## Required Contributions

<b>Required Employer Contributions</b>	<b>Fiscal Year 2023-24</b>
<b>Employer Normal Cost Rate</b>	<b>13.34%</b>
<i>Plus</i>	
<b>Required Payment on Amortization Bases<sup>1</sup></b>	<b>\$511,307</b>
<i>Paid either as</i>	
<b>1) Monthly Payment</b>	<b>\$42,608.92</b>
<i>Or</i>	
<b>2) Annual Prepayment Option*</b>	<b>\$494,762</b>
<i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).</i>	
<i>* Only the UAL portion of the employer contribution can be prepaid (<b>which must be received in full no later than July 31</b>).</i>	

	<b>Fiscal Year 2022-23</b>	<b>Fiscal Year 2023-24</b>
<b>Development of Normal Cost as a Percentage of Payroll</b>		
Base Total Normal Cost for Formula	19.55%	21.30%
Surcharge for Class 1 Benefits <sup>2</sup>		
None	0.00%	0.00%
Phase out of Normal Cost Difference <sup>3</sup>	0.00%	0.00%
Plan's Total Normal Cost	19.55%	21.30%
Formula's Expected Employee Contribution Rate	7.96%	7.96%
Employer Normal Cost Rate	11.59%	13.34%

<sup>1</sup> The required payment on amortization bases does not take into account any additional discretionary payment made after April 29, 2022.

<sup>2</sup> Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges for each benefit.

<sup>3</sup> The normal cost change is phased out over a five-year period in accordance with the CalPERS contribution allocation policy.

## Additional Discretionary Employer Contributions

The minimum required employer contribution towards the Unfunded Accrued Liability (UAL) for this rate plan for the 2023-24 FY is \$511,307. CalPERS allows agencies to make additional discretionary payments (ADPs) at any time and in any amount. These optional payments serve to reduce the UAL and future required contributions and can result in significant long-term savings. Agencies can also use ADPs to stabilize annual contributions as a fixed dollar amount, percent of payroll or percent of revenue.

Provided below are select ADP options for consideration. Making such an ADP during FY 2023-24 does not require an ADP be made in any future year, nor does it change the remaining amortization period of any portion of unfunded liability. For information on permanent changes to amortization periods, see the "Amortization Schedule and Alternatives" section of the report.

Agencies considering making an ADP should contact CalPERS for additional information.

### Minimum Required Employer Contribution for Fiscal Year 2023-24

Estimated Normal Cost	Minimum UAL Payment	ADP	Total UAL Contribution	Estimated Total Contribution
\$127,651	\$511,307	\$0	\$511,307	\$638,958

### Alternative Fiscal Year 2023-24 Employer Contributions for Greater UAL Reduction

Funding Target	Estimated Normal Cost	Minimum UAL Payment	ADP <sup>1</sup>	Total UAL Contribution	Estimated Total Contribution
10 years	\$127,651	\$511,307	\$106,919	\$618,226	\$745,877
5 years	\$127,651	\$511,307	\$551,849	\$1,063,156	\$1,190,807

<sup>1</sup> The ADP amounts are assumed to be made in the middle of the fiscal year. A payment made earlier or later in the fiscal year would have to be less or more than the amount shown to have the same effect on the UAL amortization.

Note that the calculations above are based on the projected Unfunded Accrued Liability as of June 30, 2023 as determined in the June 30, 2021 actuarial valuation. New unfunded liabilities can emerge in future years due to assumption or method changes, changes in plan provisions, and actuarial experience different than assumed. Making an ADP illustrated above for the indicated number of years will not result in a plan that is exactly 100% funded in the indicated number of years. Valuation results will vary from one year to the next and can diverge significantly from projections over a period of several years.

## Plan's Funded Status

	June 30, 2020	June 30, 2021
1. Present Value of Projected Benefits (PVB)	\$21,567,350	\$22,782,417
2. Entry Age Accrued Liability (AL)	20,347,079	21,392,679
3. Plan's Market Value of Assets (MVA)	13,856,703	16,522,240
4. Unfunded Accrued Liability (UAL) [(2) - (3)]	6,490,376	4,870,439
5. Funded Ratio [(3) / (2)]	68.1%	77.2%

The UAL and funded ratio are assessments of the need for future employer contributions based on the actuarial cost method used to fund the plan. The UAL is the present value of future employer contributions for service that has already been earned and is in addition to future normal cost contributions for active members. The funded ratio, on the other hand, is a relative measure of funded status that allows for comparison between plans of different sizes. For measures of funded status that are appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities, please see "Hypothetical Termination Liability" in the "Risk Analysis" section.

## Projected Employer Contributions

The table below shows the required and projected employer contributions (before cost sharing) for the next six fiscal years. The projection assumes that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period. In particular, the investment return beginning with FY 2021-22 is assumed to be 6.80% per year, net of investment and administrative expenses. Actual contribution rates during this projection period could be significantly higher or lower than the projection shown below. Future contribution requirements may differ significantly from those shown below. The actual long-term cost of the plan will depend on the actual benefits and expenses paid and the actual investment experience of the fund.

Fiscal Year	Required Contribution	Projected Future Employer Contributions (Assumes 6.80% Return for Fiscal Year 2021-22 and Beyond)				
	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
	Rate Plan 9643 Results					
Normal Cost %	13.34%	13.3%	13.3%	13.3%	13.3%	13.3%
UAL Payment	\$511,307	\$510,000	\$495,000	\$479,000	\$456,000	\$472,000

For some sources of UAL, the change in UAL is amortized using a 5-year ramp up. For more information, please see "Amortization of the Unfunded Actuarial Accrued Liability" under "Actuarial Methods" in Appendix A of the Section 2 Report. This method phases in the impact of the change in UAL over a 5-year period in order to reduce employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in any one year are less likely. However, required contributions can change gradually and significantly over the next five years. In years when there is a large increase in UAL, the relatively small amortization payments during the ramp up period could result in a funded ratio that is projected to decrease initially while the contribution impact of the increase in the UAL is phased in.

For projected contributions under alternate investment return scenarios, please see the "Future Investment Return Scenarios" in the "Risk Analysis" section.

Our online pension plan projection tool, Pension Outlook, is available in the Employers section of the CalPERS website. Pension Outlook can help plan and budget pension costs under various scenarios.

## Other Pooled Miscellaneous Risk Pool Rate Plans

All of the results presented in this Section 1 report, except those shown below, correspond to rate plan 9643. In many cases, employers have additional rate plans within the same risk pool. For cost analysis and budgeting it is useful to consider contributions for these rate plans as a whole rather than individually. The estimated contribution amounts and rates for all of the employer's rate plans in the Miscellaneous Risk Pool are shown below and assume that the payroll for each rate plan will grow according to the overall payroll growth assumption of 2.80% per year for three years.

	<b>Fiscal Year</b>	<b>Fiscal Year</b>
	<b>2022-23</b>	<b>2023-24</b>
<b>Estimated Combined Employer Contributions for all Pooled Miscellaneous Rate Plans</b>		
Projected Payroll for the Contribution Year	\$2,529,692	\$2,386,873
Estimated Employer Normal Cost	\$236,437	\$248,462
Required Payment on Amortization Bases	\$530,926	\$511,307
Estimated Total Employer Contributions	\$767,363	\$759,769
Estimated Total Employer Contribution Rate (illustrative only)	30.33%	31.83%

## Cost

### Actuarial Determination of Plan Cost

Contributions to fund the plan are comprised of two components:

- Normal Cost, expressed as a percentage of total active payroll
- Amortization of the Unfunded Accrued Liability (UAL), expressed as a dollar amount

For fiscal years prior to 2016-17, the Amortization of UAL component was expressed as a percentage of total active payroll. Starting with FY 2016-17, the Amortization of UAL component was expressed as a dollar amount and invoiced on a monthly basis. There continues to be an option to prepay this amount during July of each fiscal year.

The Normal Cost component is expressed as a percentage of active payroll with employer and employee contributions payable as part of the regular payroll reporting process.

The determination of both components requires complex actuarial calculations. The calculations are based on a set of actuarial assumptions which can be divided into two categories:

- Demographic assumptions (e.g., mortality rates, retirement rates, employment termination rates, disability rates)
- Economic assumptions (e.g., future investment earnings, inflation, salary growth rates)

These assumptions reflect CalPERS' best estimate of future experience of the plan and are long term in nature. We recognize that all assumptions will not be realized in any given year. For example, the investment earnings at CalPERS have averaged 6.9% over the 20 years ending June 30, 2021, yet individual fiscal year returns have ranged from -23.6% to +21.3%. In addition, CalPERS reviews all actuarial assumptions by conducting in-depth experience studies every four years, with the most recent experience study completed in 2021.

## Changes Since the Prior Year's Valuation

### Benefits

The standard actuarial practice at CalPERS is to recognize mandated legislative benefit changes in the first annual valuation following the effective date of the legislation. Voluntary benefit changes by plan amendment are generally included in the first valuation that is prepared after the amendment becomes effective, even if the valuation date is prior to the effective date of the amendment.

This valuation generally reflects plan changes by amendments effective before the date of the report. Please refer to the "Plan's Major Benefit Options" and Appendix B of the Section 2 Report for a summary of the plan provisions used in this valuation.

### Actuarial Methods and Assumptions

On November 17, 2021, the board adopted new actuarial assumptions based on the recommendations in the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study reviewed the retirement rates, termination rates, mortality rates, rates of salary increases, and inflation assumption for Public Agencies. These new assumptions are incorporated in this actuarial valuation and will impact the required contribution for FY 2023-24. In addition, the board adopted a new asset portfolio as part of its Asset Liability Management process. The new asset mix supports a 6.80% discount rate, which reflects a change in the price inflation assumption to 2.30%.

## Subsequent Events

The contribution requirements determined in this actuarial valuation report are based on demographic and financial information as of June 30, 2021. Changes subsequent to that date are not reflected. Investment returns below the assumed rate of return may increase future required contributions while investment returns above the assumed rate of return may decrease future required contributions.

The projected employer contributions on Page 6 are calculated under the assumption that the discount rate remains at 6.8% going forward and that the realized rate of return on assets for FY 2021-22 is 6.8%.

This actuarial valuation report reflects statutory changes, regulatory changes and board actions through January 2022. Any subsequent changes or actions are not reflected.

## **Assets and Liabilities**

- **Breakdown of Entry Age Accrued Liability**
- **Allocation of Plan's Share of Pool's Experience/Assumption Change**
- **Development of Plan's Share of Pool's Market Value of Assets**
- **Schedule of Plan's Amortization Bases**
- **Amortization Schedule and Alternatives**
- **Employer Contribution History**
- **Funding History**

## Breakdown of Entry Age Accrued Liability

Active Members	\$4,104,859
Transferred Members	1,098,456
Terminated Members	1,246,272
Members and Beneficiaries Receiving Payments	<u>14,943,092</u>
Total	\$21,392,679

## Allocation of Plan's Share of Pool's Experience/Assumption Change

It is the policy of CalPERS to ensure equity within the risk pools by allocating the pool's experience gains/losses and assumption changes in a manner that treats each employer equitably and maintains benefit security for the members of the System while minimizing substantial variations in employer contributions. The Pool's experience gains/losses and impact of assumption/method changes is allocated to the plan as follows:

1. Plan's Accrued Liability	\$21,392,679
2. Projected UAL balance at 6/30/2021	6,530,842
3. Pool's Accrued Liability <sup>1</sup>	20,794,529,023
4. Sum of Pool's Individual Plan UAL Balances at 6/30/2021 <sup>1</sup>	4,597,734,264
5. Pool's 2020/21 Investment (Gain)/Loss <sup>1</sup>	(2,338,185,055)
6. Pool's 2020/21 Non-Investment (Gain)/Loss <sup>1</sup>	(84,077,623)
7. Plan's Share of Pool's Investment (Gain)/Loss: $[(1) - (2)] \div [(3) - (4)] \times (5)$	(2,145,469)
8. Plan's Share of Pool's Non-Investment (Gain)/Loss: $(1) \div (3) \times (6)$	(86,496)
9. Plan's New (Gain)/Loss as of 6/30/2021: $(7) + (8)$	(2,231,965)
10. Increase in Pool's Accrued Liability due to Change in Assumptions <sup>1</sup>	60,407,898
11. Plan's Share of Pool's Change in Assumptions: $(1) \div (3) \times (10)$	62,146
12. Increase in Pool's Accrued Liability due to Funding Risk Mitigation <sup>1</sup>	495,172,731
13. Plan's Share of Pool's Change due to Funding Risk Mitigation: $(1) \div (3) \times (12)$	509,416
14. Offset due to Funding Risk Mitigation	(522,317)
15. Plan's Net Investment (Gain): $(7) - (14)$	(1,623,152)

<sup>1</sup> Does not include plans that transferred to Pool on the valuation date.

## Development of the Plan's Share of Pool's Market Value of Assets

16. Plan's UAL: $(2) + (9) + (11) + (13)$	\$4,870,439
17. Plan's Share of Pool's MVA: $(1) - (16)$	\$16,522,240



## Schedule of Plan's Amortization Bases

Note that there is a two-year lag between the valuation date and the start of the contribution fiscal year.

- The assets, liabilities, and funded status of the plan are measured as of the valuation date: June 30, 2021.
- The required employer contributions determined by the valuation are for the fiscal year beginning two years after the valuation date: FY 2023-24.

This two-year lag is necessary due to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the fiscal year.

The Unfunded Accrued Liability (UAL) is used to determine the employer contribution and therefore must be rolled forward two years from the valuation date to the first day of the fiscal year for which the contribution is being determined. The UAL is rolled forward each year by subtracting the expected payment on the UAL for the fiscal year and adjusting for interest. The expected payment for the first fiscal year is determined by the actuarial valuation two years ago and the contribution for the second year is from the actuarial valuation one year ago. Additional discretionary payments are reflected in the Expected Payments column in the fiscal year they were made by the agency.

Reason for Base	Date Est.	Ramp Level 2023-24	Ramp Shape	Escalation Rate	Amort. Period	Balance 6/30/21	Expected Payment 2021-22	Balance 6/30/22	Expected Payment 2022-23	Balance 6/30/23	Minimum Required Payment 2023-24
Investment (Gain)/Loss	6/30/13	100%	Up/Down	2.80%	22	1,933,079	134,764	1,925,258	138,469	1,913,076	138,855
Non-Investment (Gain)/Loss	6/30/13	100%	Up/Down	2.80%	22	(17,829)	(1,243)	(17,757)	(1,277)	(17,645)	(1,281)
Share of Pre-2013 Pool UAL	6/30/13	No Ramp		2.80%	13	1,929,710	174,048	1,881,062	178,834	1,824,160	180,490
Assumption Change	6/30/14	100%	Up/Down	2.80%	13	870,194	87,503	838,938	89,910	803,069	90,906
Investment (Gain)/Loss	6/30/14	100%	Up/Down	2.80%	23	(1,440,592)	(97,725)	(1,437,559)	(100,413)	(1,431,542)	(100,607)
Non-Investment (Gain)/Loss	6/30/14	100%	Up/Down	2.80%	23	1,643	111	1,640	115	1,633	115
Investment (Gain)/Loss	6/30/15	100%	Up/Down	2.80%	24	903,415	59,740	903,109	61,383	901,085	61,450
Non-Investment (Gain)/Loss	6/30/15	100%	Up/Down	2.80%	24	(76,807)	(5,079)	(76,781)	(5,219)	(76,609)	(5,224)
Assumption Change	6/30/16	100%	Up/Down	2.80%	15	347,780	25,591	344,982	32,868	334,474	33,170
Investment (Gain)/Loss	6/30/16	100%	Up/Down	2.80%	25	1,129,715	59,089	1,145,471	75,892	1,144,933	75,913
Non-Investment (Gain)/Loss	6/30/16	100%	Up/Down	2.80%	25	(145,400)	(7,605)	(147,428)	(9,768)	(147,358)	(9,770)
Assumption Change	6/30/17	100%	Up/Down	2.80%	16	399,908	21,773	404,601	29,829	401,287	37,596
Investment (Gain)/Loss	6/30/17	100%	Up/Down	2.80%	26	(580,425)	(22,810)	(596,321)	(31,250)	(604,576)	(39,043)
Non-Investment (Gain)/Loss	6/30/17	100%	Up/Down	2.80%	26	(31,169)	(1,225)	(32,023)	(1,678)	(32,466)	(2,097)
Assumption Change	6/30/18	80%	Up/Down	2.80%	17	631,432	23,025	650,574	35,488	658,138	47,656
Investment (Gain)/Loss	6/30/18	80%	Up/Down	2.80%	27	(172,092)	(4,574)	(179,067)	(7,050)	(183,958)	(9,386)
Method Change	6/30/18	80%	Up/Down	2.80%	17	175,078	6,384	180,386	9,840	182,483	13,214
Non-Investment (Gain)/Loss	6/30/18	80%	Up/Down	2.80%	27	89,706	2,385	93,341	3,675	95,890	4,893
Investment (Gain)/Loss	6/30/19	60%	Up Only	0.00%	18	77,471	1,694	80,988	3,388	82,994	4,990
Non-Investment (Gain)/Loss	6/30/19	No Ramp		0.00%	18	87,487	7,983	85,186	7,983	82,729	7,844

## Schedule of Plan's Amortization Bases (Continued)

Reason for Base	Date Est.	Ramp Level	Ramp Shape	Escalation Rate	Amort. Period	Balance 6/30/21	Expected Payment 2021-22	Balance 6/30/22	Expected Payment 2022-23	Balance 6/30/23	Minimum Required Payment 2023-24
Investment (Gain)/Loss	6/30/20	40%	Up Only	0.00%	19	350,423	0	374,252	8,198	391,229	16,082
Non-Investment (Gain)/Loss	6/30/20	No Ramp	No Ramp	0.00%	19	68,115	0	72,747	6,651	70,820	6,531
Assumption Change	6/30/21	No Ramp	No Ramp	0.00%	20	62,146	(6,687)	73,283	(6,875)	85,371	7,677
Net Investment (Gain)	6/30/21	20%	Up Only	0.00%	20	(1,623,152)	0	(1,733,526)	0	(1,851,406)	(39,795)
Non-Investment (Gain)/Loss	6/30/21	No Ramp	No Ramp	0.00%	20	(86,496)	0	(92,378)	0	(98,660)	(8,872)
Risk Mitigation	6/30/21	No Ramp	No Ramp	0.00%	1	509,416	(6,794)	551,077	(6,984)	595,768	615,691
Risk Mitigation Offset	6/30/21	No Ramp	No Ramp	0.00%	1	(522,317)	0	(557,835)	0	(595,768)	(615,691)
<b>Total</b>						<b>4,870,439</b>	<b>450,348</b>	<b>4,736,220</b>	<b>512,009</b>	<b>4,529,151</b>	<b>511,307</b>

The (gain)/loss bases are the plan's allocated share of the risk pool's (gain)/loss for the fiscal year as disclosed in "Allocation of Plan's Share of Pool's Experience/Assumption Change" earlier in this section. These (gain)/loss bases will be amortized in accordance with the CalPERS amortization policy in effect at the time the base was established.

## Amortization Schedule and Alternatives

The amortization schedule on the previous page(s) shows the minimum contributions required according to the CalPERS amortization policy. Many agencies have expressed a desire for a more stable pattern of payments or have indicated interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded liability payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative "fresh start" amortization schedules using two sample periods that would both result in interest savings relative to the current amortization schedule. To initiate a Fresh Start, please contact the plan actuary.

The Current Amortization Schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existing unfunded liability bases with a single "fresh start" base and amortizing it over an appropriate period.

The Current Amortization Schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CalPERS amortization policy.

## Amortization Schedule and Alternatives (continued)

Date	Current Amortization Schedule		Alternate Schedules			
	Balance	Payment	10 Year Amortization		5 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2023	4,529,151	511,307	4,529,151	618,226	4,529,151	1,063,156
6/30/2024	4,308,728	510,175	4,198,233	618,227	3,738,424	1,063,156
6/30/2025	4,074,489	495,368	3,844,812	618,226	2,893,928	1,063,156
6/30/2026	3,839,621	479,325	3,467,359	618,227	1,992,006	1,063,156
6/30/2027	3,605,362	455,678	3,064,238	618,226	1,028,754	1,063,156
6/30/2028	3,379,609	472,282	2,633,706	618,226		
6/30/2029	3,121,345	489,348	2,173,898	618,227		
6/30/2030	2,827,884	506,893	1,682,822	618,226		
6/30/2031	2,496,336	524,931	1,158,354	618,227		
6/30/2032	2,123,603	520,163	598,221	618,226		
6/30/2033	1,730,452	514,607				
6/30/2034	1,316,308	499,236				
6/30/2035	889,886	472,022				
6/30/2036	462,594	162,548				
6/30/2037	326,065	127,711				
6/30/2038	216,256	90,685				
6/30/2039	137,242	61,703				
6/30/2040	82,807	42,938				
6/30/2041	44,065	45,539				
6/30/2042						
6/30/2043						
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
6/30/2050						
6/30/2051						
6/30/2052						
<b>Total</b>		<b>6,982,459</b>		<b>6,182,264</b>		<b>5,315,780</b>
<b>Interest Paid</b>		<b>2,453,308</b>		<b>1,653,113</b>		<b>786,629</b>
<b>Estimated Savings</b>				<b>800,195</b>		<b>1,666,679</b>

## Employer Contribution History

The table below provides a recent history of the required employer contributions for the plan. The amounts are based on the actuarial valuation from two years prior and does not account for prepayments or benefit changes made during a fiscal year. Additional discretionary payments before July 1, 2019 or after June 30, 2021 are not included.

Fiscal Year	Employer Normal Cost	Unfunded Liability Payment (\$)	Additional Discretionary Payments
2016 - 17	9.498%	\$200,862	N/A
2017 - 18	9.539%	239,623	N/A
2018 - 19	10.022%	295,150	N/A
2019 - 20	10.823%	355,155	0
2020 - 21	11.742%	400,092	0
2021 - 22	11.59%	463,829	
2022 - 23	11.59%	525,868	
2023 - 24	13.34%	511,307	

## Funding History

The table below shows the recent history of the actuarial accrued liability, share of the pool's market value of assets, unfunded accrued liability, funded ratio, and annual covered payroll.

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio	Annual Covered Payroll
06/30/2012	\$13,367,689	\$8,258,730	\$5,108,959	61.8%	\$2,161,680
06/30/2013	14,357,090	10,939,035	3,418,055	76.2%	1,831,059
06/30/2014	15,748,741	12,561,160	3,187,581	79.8%	1,590,514
06/30/2015	16,361,314	12,439,875	3,921,439	76.0%	1,544,132
06/30/2016	17,288,302	12,226,528	5,061,774	70.7%	1,394,533
06/30/2017	18,434,922	13,383,979	5,050,943	72.6%	1,384,759
06/30/2018	19,510,176	13,739,336	5,770,840	70.4%	1,244,585
06/30/2019	19,801,042	13,766,797	6,034,245	69.5%	1,055,650
06/30/2020	20,347,079	13,856,703	6,490,376	68.1%	949,103
06/30/2021	21,392,679	16,522,240	4,870,439	77.2%	880,827

## **Risk Analysis**

- **Future Investment Return Scenarios**
- **Discount Rate Sensitivity**
- **Mortality Rate Sensitivity**
- **Maturity Measures**
- **Maturity Measures History**
- **Hypothetical Termination Liability**

## Future Investment Return Scenarios

Analysis using the investment return scenarios from the Asset Liability Management process completed in 2021 was performed to determine the effects of various future investment returns on required employer contributions. The projections below reflect the impact of the CalPERS Funding Risk Mitigation policy. The projections also assume that all other actuarial assumptions will be realized and that no further changes in assumptions, contributions, benefits, or funding will occur.

The first table shows projected contribution requirements if the fund were to earn either 3.0% or 10.8% annually. These alternate investment returns were chosen because 90% of long-term average returns are expected to fall between them over the 20-year period ending June 30, 2041.

Assumed Annual Return FY 2021-22 through 2040-41	Projected Employer Contributions				
	2024-25	2025-26	2026-27	2027-28	2028-29
<b>3.0% (5<sup>th</sup> percentile)</b>					
Normal Cost Rate	13.3%	13.3%	13.3%	13.3%	13.3%
UAL Contribution	\$526,000	\$542,000	\$574,000	\$614,000	\$712,000
<b>10.8% (95<sup>th</sup> percentile)</b>					
Normal Cost Rate	13.6%	13.9%	14.2%	14.5%	14.7%
UAL Contribution	\$495,000	\$451,000	\$390,000	\$303,000	\$0

Required contributions outside of this range are also possible. In particular, whereas it is unlikely that investment returns will average less than 3.0% or greater than 10.8% over a 20-year period, the likelihood of a single investment return less than 3.0% or greater than 10.8% in any given year is much greater. The following analysis illustrates the effect of an extreme, single year investment return.

The portfolio has an expected volatility (or standard deviation) of 12.0% per year. Accordingly, in any given year there is a 16% probability that the annual return will be -5.2% or less and a 2.5% probability that the annual return will be -17.2% or less. These returns represent one and two standard deviations below the expected return of 6.8%.

The following table shows the effect of a one or two standard deviation investment loss in FY 2021-22 on the FY 2024-25 contribution requirements. Note that a single-year investment gain or loss decreases or increases the required UAL contribution amount incrementally for each of the next five years, not just one, due to the 5-year ramp in the amortization policy. However, the contribution requirements beyond the first year are also impacted by investment returns beyond the first year. Historically, significant downturns in the market are often followed by higher than average returns. Such investment gains would offset the impact of these single year negative returns in years beyond FY 2024-25.

Assumed Annual Return for Fiscal Year 2021-22	Required Employer Contributions	Projected Employer Contributions
	2023-24	2024-25
<b>(17.2)% (2 standard deviation loss)</b>		
Normal Cost Rate	13.34%	13.3%
UAL Contribution	\$511,307	\$608,000
<b>(5.2)% (1 standard deviation loss)</b>		
Normal Cost Rate	13.34%	13.3%
UAL Contribution	\$511,307	\$559,000

- Without investment gains (returns higher than 6.8%) in year FY 2022-23 or later, projected contributions rates would continue to rise over the next four years due to the continued phase-in of the impact of the illustrated investment loss in FY 2021-22.
- The Pension Outlook Tool can be used to model projected contributions for these scenarios beyond FY 2024-25 as well as to model other investment return scenarios.

## Discount Rate Sensitivity

The discount rate assumption is calculated as the sum of the assumed real rate of return and the assumed annual price inflation, currently 4.5% and 2.3%, respectively. Changing either the price inflation assumption or the real rate of return assumption will change the discount rate. The sensitivity of the valuation results to the discount rate assumption depends on which component of the discount rate is changed. Shown below are various valuation results as of June 30, 2021 assuming alternate discount rates by changing the two components independently. Results are shown using the current discount rate of 6.8% as well as alternate discount rates of 5.8% and 7.8%. The rates of 5.8% and 7.8% were selected since they illustrate the impact of a 1.0% increase or decrease to the 6.8% assumption.

### Sensitivity to the Real Rate of Return Assumption

As of June 30, 2021	1% Lower Real Return Rate	Current Assumptions	1% Higher Real Return Rate
<b>Discount Rate</b>	<b>5.8%</b>	<b>6.8%</b>	<b>7.8%</b>
Inflation	2.3%	2.3%	2.3%
<b>Real Rate of Return</b>	<b>3.5%</b>	<b>4.5%</b>	<b>5.5%</b>
a) Total Normal Cost	26.87%	21.30%	17.08%
b) Accrued Liability	\$24,158,734	\$21,392,679	\$19,102,717
c) Market Value of Assets	\$16,522,240	\$16,522,240	\$16,522,240
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$7,636,494	\$4,870,439	\$2,580,477
e) Funded Ratio	68.4%	77.2%	86.5%

### Sensitivity to the Price Inflation Assumption

As of June 30, 2021	1% Lower Inflation Rate	Current Assumptions	1% Higher Inflation Rate
<b>Discount Rate</b>	<b>5.8%</b>	<b>6.8%</b>	<b>7.8%</b>
<b>Inflation</b>	<b>1.3%</b>	<b>2.3%</b>	<b>3.3%</b>
Real Rate of Return	4.5%	4.5%	4.5%
a) Total Normal Cost	22.38%	21.30%	19.39%
b) Accrued Liability	\$22,149,734	\$21,392,679	\$19,634,874
c) Market Value of Assets	\$16,522,240	\$16,522,240	\$16,522,240
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$5,627,494	\$4,870,439	\$3,112,634
e) Funded Ratio	74.6%	77.2%	84.1%

## Mortality Rate Sensitivity

The following table looks at the change in the June 30, 2021 plan costs and funded status under two different longevity scenarios, namely assuming post-retirement rates of mortality are 10% lower or 10% higher than our current mortality assumptions adopted in 2021. This type of analysis highlights the impact on the plan of improving or worsening mortality over the long-term.

As of June 30, 2021	10% Lower Mortality Rates	Current Assumptions	10% Higher Mortality Rates
a) Total Normal Cost	21.65%	21.30%	20.98%
b) Accrued Liability	\$21,831,592	\$21,392,679	\$20,988,510
c) Market Value of Assets	\$16,522,240	\$16,522,240	\$16,522,240
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$5,309,352	\$4,870,439	\$4,466,270
e) Funded Ratio	75.7%	77.2%	78.7%



## Maturity Measures

As pension plans mature they become more sensitive to risks. Understanding plan maturity and how it affects the ability of a pension plan sponsor to tolerate risk is important in understanding how the pension plan is impacted by investment return volatility, other economic variables and changes in longevity or other demographic assumptions. Since it is the employer that bears the risk, it is appropriate to perform this analysis on a pension plan level considering all rate plans. The following measures are for one rate plan only.

One way to look at the maturity level of CalPERS and its plans is to look at the ratio of a plan's retiree liability to its total liability. A pension plan in its infancy will have a very low ratio of retiree liability to total liability. As the plan matures, the ratio starts increasing. A mature plan will often have a ratio above 60%-65%.

<b>Ratio of Retiree Accrued Liability to Total Accrued Liability</b>	<b>June 30, 2020</b>	<b>June 30, 2021</b>
1. Retired Accrued Liability	\$13,854,236	\$14,943,092
2. Total Accrued Liability	20,347,079	21,392,679
3. Ratio of Retiree AL to Total AL [(1) / (2)]	0.68	0.70

Another measure of maturity level of CalPERS and its plans is to look at the ratio of actives to retirees, also called the support ratio. A pension plan in its infancy will have a very high ratio of active to retired members. As the plan matures and members retire, the ratio declines. A mature plan will often have a ratio near or below one.

To calculate the support ratio for the rate plan, retirees and beneficiaries receiving a continuance are each counted as one, even though they may have only worked a portion of their careers as an active member of this rate plan. For this reason, the support ratio, while intuitive, may be less informative than the ratio of retiree liability to total accrued liability above. For comparison, the support ratio for all CalPERS public agency plans is 0.82 and is calculated consistently with how it is for the individual rate plan. Note that to calculate the support ratio for all public agency plans, a retiree with service from more than one CalPERS agency is counted as a retiree more than once.

<b>Support Ratio</b>	<b>June 30, 2020</b>	<b>June 30, 2021</b>
1. Number of Actives	15	13
2. Number of Retirees	57	61
3. Support Ratio [(1) / (2)]	0.26	0.21

## Maturity Measures (Continued)

The actuarial calculations supplied in this communication are based on various assumptions about long-term demographic and economic behavior. Unless these assumptions (e.g., terminations, deaths, disabilities, retirements, salary growth, investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year-to-year differences between actual experience and the assumptions are called actuarial gains and losses and serve to lower or raise required employer contributions from one year to the next. Therefore, employer contributions will inevitably fluctuate, especially due to the ups and downs of investment returns.

### Asset Volatility Ratio

Shown in the table below is the asset volatility ratio (AVR), which is the ratio of market value of assets to payroll. Plans that have higher AVR experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an asset-to-payroll ratio of 8 may experience twice the contribution volatility due to investment return volatility than a plan with an asset-to-payroll ratio of 4. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as the plan matures.

### Liability Volatility Ratio

Also shown in the table below is the liability volatility ratio (LVR), which is the ratio of accrued liability to payroll. Plans that have a higher LVR experience more volatile employer contributions (as a percentage of payroll) due to changes in liability. For example, a plan with LVR ratio of 8 is expected to have twice the contribution volatility of a plan with LVR of 4. It should be noted that this ratio indicates a longer-term potential for contribution volatility, since the AVR, described above, will tend to move closer to the LVR as the funded ratio approaches 100%.

Contribution Volatility	June 30, 2020	June 30, 2021
1. Market Value of Assets	\$13,856,703	\$16,522,240
2. Payroll	949,103	880,827
3. Asset Volatility Ratio (AVR) [(1) / (2)]	14.6	18.8
4. Accrued Liability	\$20,347,079	\$21,392,679
5. Liability Volatility Ratio (LVR) [(4) / (2)]	21.4	24.3

## Maturity Measures History

Valuation Date	Ratio of Retiree Accrued Liability to Total Accrued Liability	Support Ratio	Asset Volatility Ratio	Liability Volatility Ratio
06/30/2017	0.64	0.42	9.7	13.3
06/30/2018	0.66	0.39	11.0	15.7
06/30/2019	0.65	0.32	13.0	18.8
06/30/2020	0.68	0.26	14.6	21.4
06/30/2021	0.70	0.21	18.8	24.3

## Hypothetical Termination Liability

The hypothetical termination liability is an estimate of the financial position of the plan had the contract with CalPERS been terminated as of June 30, 2021. The plan liability on a termination basis is calculated differently compared to the plan’s ongoing funding liability. For the hypothetical termination liability calculation, both compensation and service are frozen as of the valuation date and no future pay increases or service accruals are assumed. This measure of funded status is not appropriate for assessing the need for future employer contributions in the case of an ongoing plan, that is, for an employer that continues to provide CalPERS retirement benefits to active employees.

A more conservative investment policy and asset allocation strategy was adopted by the board for the Terminated Agency Pool. The Terminated Agency Pool has limited funding sources since no future employer contributions will be made. Therefore, expected benefit payments are secured by risk-free assets and benefit security for members is increased while limiting the funding risk. However, this asset allocation has a lower expected rate of return than the PERF and consequently, a lower discount rate is assumed. The lower discount rate for the Terminated Agency Pool results in higher liabilities for terminated plans.

The effective termination discount rate will depend on actual market rates of return for risk-free securities on the date of termination. As market discount rates are variable, the table below shows a range for the hypothetical termination liability based on the lowest and highest interest rates observed during an approximate 19 -month period from 12 months before the valuation date to seven months after.

<b>Market Value of Assets (MVA)</b>	<b>Hypothetical Termination Liability<sup>1,2</sup> at 1.00%</b>	<b>Funded Ratio</b>	<b>Unfunded Termination Liability at 1.00%</b>	<b>Hypothetical Termination Liability<sup>1,2</sup> at 2.25%</b>	<b>Funded Ratio</b>	<b>Unfunded Termination Liability at 2.25%</b>
\$16,522,240	\$47,376,547	34.9%	\$30,854,307	\$39,581,648	41.7%	\$23,059,408

<sup>1</sup> The hypothetical liabilities calculated above include a 5% contingency load. The contingency load and other actuarial assumptions can be found in Appendix A.

<sup>2</sup> The discount rate used for termination valuations is a weighted average of the 10-year and 30-year U.S. Treasury yields where the weights are based on matching asset and liability durations as of the termination date. The discount rates used in the table are based on 20-year Treasury bonds, rounded to the nearest quarter percentage point, which is a good proxy for most plans. The 20-year Treasury yield was 2.00% on June 30, 2021, the valuation date.

In order to terminate the plan, first contact our Pension Contract Services unit to initiate a Resolution of Intent to Terminate. The completed Resolution will allow the plan actuary to provide a preliminary termination valuation with a more up-to-date estimate of the plan liabilities. Before beginning this process, please consult with the plan actuary.

## Participant Data

The table below shows a summary of the plan's member data upon which this valuation is based:

	June 30, 2020	June 30, 2021
<b>Active Members</b>		
Counts	15	13
Average Attained Age	49.49	48.53
Average Entry Age to Rate Plan	33.64	31.86
Average Years of Credited Service	15.83	16.66
Average Annual Covered Pay	\$63,274	\$67,756
Annual Covered Payroll	\$949,103	\$880,827
Present Value of Future Payroll	\$7,630,686	\$7,806,626
<b>Transferred Members</b>	9	6
<b>Separated Members</b>	60	59
<b>Retired Members and Beneficiaries</b>		
Counts*	57	61
Average Annual Benefits*	\$18,712	\$18,736

Counts of members included in the valuation are counts of the records processed by the valuation. Multiple records may exist for those who have service in more than one valuation group. This does not result in double counting of liabilities.

\* Values include community property settlements.

## List of Class 1 Benefit Provisions

This plan has the additional Class 1 Benefit Provisions:

- None

## Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which the agency has contracted. A description of principal standard and optional plan provisions is in Section 2.

Member Category	Benefit Group	
	Misc	Misc
<b>Demographics</b>		
Actives	No	Yes
Transfers/Separated	Yes	Yes
Receiving	Yes	Yes
<b>Benefit Provision</b>		
Benefit Formula	2% @ 60	2.5% @ 55
Social Security Coverage Full/Modified	Yes Modified	Yes Modified
Employee Contribution Rate	Three Year	8.00%
Final Average Compensation Period	Yes	Three Year
Sick Leave Credit	Standard	Yes
Non-Industrial Disability	No	Standard
Industrial Disability	Yes	No
Pre-Retirement Death Benefits Optional Settlement 2	No	Yes
1959 Survivor Benefit Level Special	No	No
Alternate (firefighters)	No	No
Post-Retirement Death Benefits Lump Sum	\$500	\$500
Survivor Allowance (PRSA)	No	No
COLA	2%	2%

## Section 2

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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### **Risk Pool Actuarial Valuation Information**

**Section 2 may be found on the CalPERS website  
([www.calpers.ca.gov](http://www.calpers.ca.gov)) in the Forms and  
Publications section**



**California Public Employees' Retirement System**

**Actuarial Office**

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744

888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | [www.calpers.ca.gov](http://www.calpers.ca.gov)

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**July 2022**

**Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District (CalPERS ID: 3596803517)**

**Annual Valuation Report as of June 30, 2021**

Dear Employer,

Attached to this letter, you will find the June 30, 2021 actuarial valuation report for the rate plan noted above. **Provided in this report is the determination of the minimum required employer contributions for fiscal year (FY) 2023-24.** In addition, the report contains important information regarding the current financial status of the plan as well as projections and risk measures to aid in planning for the future.

Because this plan is in a risk pool, the following valuation report has been separated into two sections:

- Section 1 contains specific information for the plan including the development of the current and projected employer contributions, and
- Section 2 contains the Risk Pool Actuarial Valuation appropriate to the plan as of June 30, 2021.

Section 2 can be found on the CalPERS website ([www.calpers.ca.gov](http://www.calpers.ca.gov)). From the home page, go to "Forms & Publications" and select "View All". In the search box, enter "Risk Pool" and from the results list download the Miscellaneous Risk Pool Actuarial Valuation Report for June 30, 2021.

Your June 30, 2021 actuarial valuation report contains important actuarial information about your pension plan at CalPERS. The plan actuary whose signature is in the Actuarial Certification is available to discuss.

Actuarial valuations are based on assumptions regarding future plan experience including investment return and payroll growth, eligibility for the types of benefits provided, and longevity among retirees. The CalPERS Board of Administration (board) adopts these assumptions after considering the advice of CalPERS actuarial and investment teams and other professionals. Each actuarial valuation reflects all prior differences between actual and assumed experience and adjusts the contribution requirements as needed. This valuation is based on an investment return assumption of 6.8%, which was adopted by the board in November 2021. Other assumptions used in this report are those recommended in the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021.

**Required Contribution**

The table below shows the minimum required employer contributions for FY 2023-24 along with estimates of the required contributions for FY 2024-25. Employee contributions other than cost sharing (whether paid by the employer or the employee) are in addition to the results shown below. **The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.**

Fiscal Year	Employer Normal Cost Rate	Employer Amortization of Unfunded Accrued Liability
2023-24	10.10%	\$0
<i>Projected Results</i>		
2024-25	10.1%	\$0

The actual investment return for FY 2021-22 was not known at the time this report was prepared. The projections above assume the investment return for that year would be 6.8%. ***To the extent the actual investment return for FY 2021-22 differs from 6.8%, the actual contribution requirements for FY 2024-25 will differ from those shown above.*** For additional details regarding the assumptions and methods used for these projections, please refer to the "Projected Employer Contributions" in the "Highlights and Executive Summary" section. This section also contains projected required contributions through FY 2028-29.

### **Changes from Previous Year's Valuation**

On July 12, 2021, CalPERS reported a preliminary 21.3% net return on investments for FY 2020-21. Since the return exceeded the 7.00% discount rate sufficiently, the CalPERS Funding Risk Mitigation policy allows CalPERS to use a portion of the investment gain to offset the cost of reducing the expected volatility of future investment returns. Based on the thresholds specified in the policy, the excess return of 14.3% prescribes a reduction in investment volatility that corresponds to a reduction in the discount rate of 0.20%, from 7.00% to 6.80%.

On November 17, 2021, the board adopted new actuarial assumptions based on the recommendations in the November 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study reviewed the retirement rates, termination rates, mortality rates, rates of salary increases, and inflation assumption for public agencies. These new assumptions are incorporated in this actuarial valuation and will impact the required contribution for FY 2023-24. In addition, the board adopted a new strategic asset allocation as part of its Asset Liability Management process. The new asset allocation along with the new capital market assumptions and economic assumptions support a discount rate of 6.80%. This includes a reduction in the price inflation assumption from 2.50% to 2.30%.

Besides the above noted changes, there may also be changes specific to the plan such as contract amendments and funding changes.

Further descriptions of general changes are included in the "Highlights and Executive Summary" section and in Appendix A of the Section 2 report, "Actuarial Methods and Assumptions."

### **Questions**

We understand that you might have questions about these results, and the plan actuary whose signature is on the valuation report is available to discuss. If you have other questions, you may call the Customer Contact Center at (888)-CalPERS or **(888-225-7377)**.

Sincerely,

SCOTT TERANDO, ASA, EA, MAAA, FCA, CFA  
Chief Actuary





**Actuarial Valuation  
as of June 30, 2021**

**for the  
Miscellaneous Second Tier Plan  
of the  
Pleasant Valley Recreation and Park District  
(CalPERS ID: 3596803517)**

**Required Contributions  
for Fiscal Year  
July 1, 2023 - June 30, 2024**

# **Table of Contents**

**Section 1 – Plan Specific Information**

**Section 2 – Risk Pool Actuarial Valuation Information**

# Section 1

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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**Plan Specific Information  
for the  
Miscellaneous Second Tier Plan  
of the  
Pleasant Valley Recreation and Park  
District**

**(CalPERS ID: 3596803517)  
(Rate Plan ID: 9644)**

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## Actuarial Certification

To the best of our knowledge, this report, comprising of Sections 1 and 2, is complete and accurate and contains sufficient information to disclose, fully and fairly, the funded condition of the Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District and satisfies the actuarial valuation requirements of Government Code section 7504. This valuation is based on the member and financial data as of June 30, 2021 provided by the various CalPERS databases and the benefits under this plan with CalPERS as of the date this report was produced. Section 1 of this report is based on the member and financial data for Pleasant Valley Recreation and Park District, while Section 2 is based on the corresponding information for all agencies participating in the Miscellaneous Risk Pool to which the plan belongs.

As set forth in Section 2 of this report, the pool actuaries have certified that, in their opinion, the valuation of the Miscellaneous Risk Pool has been performed in accordance with generally accepted actuarial principles consistent with standards of practice prescribed by the Actuarial Standards Board, and that the assumptions and methods are internally consistent and reasonable for the risk pool as of the date of this valuation and as prescribed by the CalPERS Board of Administration according to provisions set forth in the California Public Employees' Retirement Law.

Having relied upon the information set forth in Section 2 of this report and based on the census and benefit provision information for the rate plan, it is my opinion as the plan actuary that the Unfunded Accrued Liability amortization bases as of June 30, 2021 and employer contribution as of July 1, 2023 have been properly and accurately determined in accordance with the principles and standards stated above.

The undersigned is an actuary who satisfies the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States with regard to pensions.

BILL KARCH, ASA, MAAA  
Supervising Pension Actuary, CalPERS

## **Highlights and Executive Summary**

- **Introduction**
- **Purpose of Section 1**
- **Required Contributions**
- **Additional Discretionary Employer Contributions**
- **Plan's Funded Status**
- **Projected Employer Contributions**
- **Other Pooled Miscellaneous Risk Pool Rate Plans**
- **Cost**
- **Changes Since the Prior Year's Valuation**
- **Subsequent Events**

## Introduction

This report presents the results of the June 30, 2021 actuarial valuation of the Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District of the California Public Employees' Retirement System (CalPERS). This actuarial valuation sets the required employer contributions for (FY) 2023-24.

## Purpose of Section 1

This Section 1 report for the Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District of CalPERS was prepared by the plan actuary in order to:

- Set forth the assets and accrued liabilities of this plan as of June 30, 2021;
- Determine the minimum required employer contribution for this plan for the FY July 1, 2023 through June 30, 2024; and
- Provide actuarial information as of June 30, 2021 to the CalPERS Board of Administration (board) and other interested parties.

The pension funding information presented in this report should not be used in financial reports subject to Governmental Accounting Standards Board (GASB) Statement No. 68 for a Cost Sharing Employer Defined Benefit Pension Plan. A separate accounting valuation report for such purposes is available on the CalPERS website ([www.calpers.ca.gov](http://www.calpers.ca.gov)).

The measurements shown in this actuarial valuation may not be applicable for other purposes. The agency should contact the plan actuary before disseminating any portion of this report for any reason that is not explicitly described above.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; changes in actuarial policies; changes in plan provisions or applicable law; and differences between the required contributions determined by the valuation and the actual contributions made by the agency.

### Assessment and Disclosure of Risk

This report includes the following risk disclosures consistent with the recommendations of Actuarial Standards of Practice No. 51 and recommended by the California Actuarial Advisory Panel (CAAP) in the Model Disclosure Elements document:

- A "Scenario Test," projecting future results under different investment income returns.
- A "Sensitivity Analysis," showing the impact on current valuation results using alternative discount rates of 5.8% and 7.8%.
- A "Sensitivity Analysis," showing the impact on current valuation results assuming rates of mortality are 10% lower or 10% higher than our current post-retirement mortality assumptions adopted in 2021.
- Plan maturity measures indicating how sensitive a plan may be to the risks noted above.

## Required Contributions

Required Employer Contributions	Fiscal Year 2023-24
<b>Employer Normal Cost Rate</b>	<b>10.10%</b>
<i>Plus</i>	
<b>Required Payment on Amortization Bases<sup>1</sup></b>	<b>\$0</b>
<i>Paid either as</i>	
<b>1) Monthly Payment</b>	<b>\$0.00</b>
<i>Or</i>	
<b>2) Annual Prepayment Option*</b>	<b>\$0</b>
<p><i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).</i></p> <p><i>* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).</i></p>	

	Fiscal Year 2022-23	Fiscal Year 2023-24
<b>Development of Normal Cost as a Percentage of Payroll</b>		
Base Total Normal Cost for Formula	15.56%	17.03%
Surcharge for Class 1 Benefits <sup>2</sup>		
None	0.00%	0.00%
Phase out of Normal Cost Difference <sup>3</sup>	0.00%	0.00%
Plan's Total Normal Cost	15.56%	17.03%
Formula's Expected Employee Contribution Rate	6.93%	6.93%
Employer Normal Cost Rate	8.63%	10.10%

<sup>1</sup> The required payment on amortization bases does not take into account any additional discretionary payment made after April 29, 2022.

<sup>2</sup> Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges for each benefit.

<sup>3</sup> The normal cost change is phased out over a five-year period in accordance with the CalPERS contribution allocation policy.



## Additional Discretionary Employer Contributions

The minimum required employer contribution towards the Unfunded Accrued Liability (UAL) for this rate plan for the 2023-24 FY is \$0. CalPERS allows agencies to make additional discretionary payments (ADPs) at any time and in any amount. These optional payments serve to reduce the UAL and future required contributions and can result in significant long-term savings. Agencies can also use ADPs to stabilize annual contributions as a fixed dollar amount, percent of payroll or percent of revenue.

Provided below are select ADP options for consideration. Making such an ADP during FY 2023-24 does not require an ADP be made in any future year, nor does it change the remaining amortization period of any portion of unfunded liability. For information on permanent changes to amortization periods, see the "Amortization Schedule and Alternatives" section of the report.

Agencies considering making an ADP should contact CalPERS for additional information.

### Minimum Required Employer Contribution for Fiscal Year 2023-24

Estimated Normal Cost	Minimum UAL Payment	ADP	Total UAL Contribution	Estimated Total Contribution
\$45,867	\$0	\$0	\$0	\$45,867

### Alternative Fiscal Year 2023-24 Employer Contributions for Greater UAL Reduction

Funding Target	Estimated Normal Cost	Minimum UAL Payment	ADP <sup>1</sup>	Total UAL Contribution	Estimated Total Contribution
N/A	N/A	N/A	N/A	N/A	N/A

<sup>1</sup> The ADP amounts are assumed to be made in the middle of the fiscal year. A payment made earlier or later in the fiscal year would have to be less or more than the amount shown to have the same effect on the UAL amortization.

Note that the calculations above are based on the projected Unfunded Accrued Liability as of June 30, 2023 as determined in the June 30, 2021 actuarial valuation. New unfunded liabilities can emerge in future years due to assumption or method changes, changes in plan provisions, and actuarial experience different than assumed. Making an ADP illustrated above for the indicated number of years will not result in a plan that is exactly 100% funded in the indicated number of years. Valuation results will vary from one year to the next and can diverge significantly from projections over a period of several years.

## Plan's Funded Status

	June 30, 2020	June 30, 2021
1. Present Value of Projected Benefits (PVB)	\$1,277,995	\$1,564,135
2. Entry Age Accrued Liability (AL)	785,843	917,286
3. Plan's Market Value of Assets (MVA)	736,676	997,275
4. Unfunded Accrued Liability (UAL) [(2) - (3)]	49,167	(79,989)
5. Funded Ratio [(3) / (2)]	93.7%	108.7%

The UAL and funded ratio are assessments of the need for future employer contributions based on the actuarial cost method used to fund the plan. The UAL is the present value of future employer contributions for service that has already been earned and is in addition to future normal cost contributions for active members. The funded ratio, on the other hand, is a relative measure of funded status that allows for comparison between plans of different sizes. For measures of funded status that are appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities, please see "Hypothetical Termination Liability" in the "Risk Analysis" section.

## Projected Employer Contributions

The table below shows the required and projected employer contributions (before cost sharing) for the next six fiscal years. The projection assumes that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period. In particular, the investment return beginning with FY 2021-22 is assumed to be 6.80% per year, net of investment and administrative expenses. Actual contribution rates during this projection period could be significantly higher or lower than the projection shown below. Future contribution requirements may differ significantly from those shown below. The actual long-term cost of the plan will depend on the actual benefits and expenses paid and the actual investment experience of the fund.

Fiscal Year	Required Contribution	Projected Future Employer Contributions (Assumes 6.80% Return for Fiscal Year 2021-22 and Beyond)				
	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
	Rate Plan 9644 Results					
Normal Cost %	10.10%	10.1%	10.1%	10.1%	10.1%	10.1%
UAL Payment	\$0	\$0	\$0	\$0	\$0	\$0

For some sources of UAL, the change in UAL is amortized using a 5-year ramp up. For more information, please see "Amortization of the Unfunded Actuarial Accrued Liability" under "Actuarial Methods" in Appendix A of the Section 2 Report. This method phases in the impact of the change in UAL over a 5-year period in order to reduce employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in any one year are less likely. However, required contributions can change gradually and significantly over the next five years. In years when there is a large increase in UAL, the relatively small amortization payments during the ramp up period could result in a funded ratio that is projected to decrease initially while the contribution impact of the increase in the UAL is phased in.

For projected contributions under alternate investment return scenarios, please see the "Future Investment Return Scenarios" in the "Risk Analysis" section.

Our online pension plan projection tool, Pension Outlook, is available in the Employers section of the CalPERS website. Pension Outlook can help plan and budget pension costs under various scenarios.

## Other Pooled Miscellaneous Risk Pool Rate Plans

All of the results presented in this Section 1 report, except those shown below, correspond to rate plan 9644. In many cases, employers have additional rate plans within the same risk pool. For cost analysis and budgeting it is useful to consider contributions for these rate plans as a whole rather than individually. The estimated contribution amounts and rates for all of the employer's rate plans in the Miscellaneous Risk Pool are shown below and assume that the payroll for each rate plan will grow according to the overall payroll growth assumption of 2.80% per year for three years.

	<b>Fiscal Year</b>	<b>Fiscal Year</b>
	<b>2022-23</b>	<b>2023-24</b>
<b>Estimated Combined Employer Contributions for all Pooled Miscellaneous Rate Plans</b>		
Projected Payroll for the Contribution Year	\$2,529,692	\$2,386,873
Estimated Employer Normal Cost	\$236,437	\$248,462
Required Payment on Amortization Bases	\$530,926	\$511,307
Estimated Total Employer Contributions	\$767,363	\$759,769
Estimated Total Employer Contribution Rate (illustrative only)	30.33%	31.83%

## Cost

### Actuarial Determination of Plan Cost

Contributions to fund the plan are comprised of two components:

- Normal Cost, expressed as a percentage of total active payroll
- Amortization of the Unfunded Accrued Liability (UAL), expressed as a dollar amount

For fiscal years prior to 2016-17, the Amortization of UAL component was expressed as a percentage of total active payroll. Starting with FY 2016-17, the Amortization of UAL component was expressed as a dollar amount and invoiced on a monthly basis. There continues to be an option to prepay this amount during July of each fiscal year.

The Normal Cost component is expressed as a percentage of active payroll with employer and employee contributions payable as part of the regular payroll reporting process.

The determination of both components requires complex actuarial calculations. The calculations are based on a set of actuarial assumptions which can be divided into two categories:

- Demographic assumptions (e.g., mortality rates, retirement rates, employment termination rates, disability rates)
- Economic assumptions (e.g., future investment earnings, inflation, salary growth rates)

These assumptions reflect CalPERS' best estimate of future experience of the plan and are long term in nature. We recognize that all assumptions will not be realized in any given year. For example, the investment earnings at CalPERS have averaged 6.9% over the 20 years ending June 30, 2021, yet individual fiscal year returns have ranged from -23.6% to +21.3%. In addition, CalPERS reviews all actuarial assumptions by conducting in-depth experience studies every four years, with the most recent experience study completed in 2021.

## Changes Since the Prior Year's Valuation

### Benefits

The standard actuarial practice at CalPERS is to recognize mandated legislative benefit changes in the first annual valuation following the effective date of the legislation. Voluntary benefit changes by plan amendment are generally included in the first valuation that is prepared after the amendment becomes effective, even if the valuation date is prior to the effective date of the amendment.

This valuation generally reflects plan changes by amendments effective before the date of the report. Please refer to the "Plan's Major Benefit Options" and Appendix B of the Section 2 Report for a summary of the plan provisions used in this valuation.

### Actuarial Methods and Assumptions

On November 17, 2021, the board adopted new actuarial assumptions based on the recommendations in the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study reviewed the retirement rates, termination rates, mortality rates, rates of salary increases, and inflation assumption for Public Agencies. These new assumptions are incorporated in this actuarial valuation and will impact the required contribution for FY 2023-24. In addition, the board adopted a new asset portfolio as part of its Asset Liability Management process. The new asset mix supports a 6.80% discount rate, which reflects a change in the price inflation assumption to 2.30%.

## Subsequent Events

The contribution requirements determined in this actuarial valuation report are based on demographic and financial information as of June 30, 2021. Changes subsequent to that date are not reflected. Investment returns below the assumed rate of return may increase future required contributions while investment returns above the assumed rate of return may decrease future required contributions.

The projected employer contributions on Page 6 are calculated under the assumption that the discount rate remains at 6.8% going forward and that the realized rate of return on assets for FY 2021-22 is 6.8%.

This actuarial valuation report reflects statutory changes, regulatory changes and board actions through January 2022. Any subsequent changes or actions are not reflected.

## **Assets and Liabilities**

- **Breakdown of Entry Age Accrued Liability**
- **Allocation of Plan's Share of Pool's Experience/Assumption Change**
- **Development of Plan's Share of Pool's Market Value of Assets**
- **Schedule of Plan's Amortization Bases**
- **Amortization Schedule and Alternatives**
- **Employer Contribution History**
- **Funding History**

## Breakdown of Entry Age Accrued Liability

Active Members	\$740,222
Transferred Members	13,652
Terminated Members	65,643
Members and Beneficiaries Receiving Payments	<u>97,769</u>
Total	\$917,286

## Allocation of Plan's Share of Pool's Experience/Assumption Change

It is the policy of CalPERS to ensure equity within the risk pools by allocating the pool's experience gains/losses and assumption changes in a manner that treats each employer equitably and maintains benefit security for the members of the System while minimizing substantial variations in employer contributions. The Pool's experience gains/losses and impact of assumption/method changes is allocated to the plan as follows:

1. Plan's Accrued Liability	\$917,286
2. Projected UAL balance at 6/30/2021	27,642
3. Pool's Accrued Liability <sup>1</sup>	20,794,529,023
4. Sum of Pool's Individual Plan UAL Balances at 6/30/2021 <sup>1</sup>	4,597,734,264
5. Pool's 2020/21 Investment (Gain)/Loss <sup>1</sup>	(2,338,185,055)
6. Pool's 2020/21 Non-Investment (Gain)/Loss <sup>1</sup>	(84,077,623)
7. Plan's Share of Pool's Investment (Gain)/Loss: $[(1) - (2)] \div [(3) - (4)] \times (5)$	(128,430)
8. Plan's Share of Pool's Non-Investment (Gain)/Loss: $(1) \div (3) \times (6)$	(3,709)
9. Plan's New (Gain)/Loss as of 6/30/2021: $(7) + (8)$	(132,139)
10. Increase in Pool's Accrued Liability due to Change in Assumptions <sup>1</sup>	60,407,898
11. Plan's Share of Pool's Change in Assumptions: $(1) \div (3) \times (10)$	2,665
12. Increase in Pool's Accrued Liability due to Funding Risk Mitigation <sup>1</sup>	495,172,731
13. Plan's Share of Pool's Change due to Funding Risk Mitigation: $(1) \div (3) \times (12)$	21,843
14. Offset due to Funding Risk Mitigation	(27,966)
15. Plan's Net Investment (Gain): $(7) - (14)$	(100,464)

<sup>1</sup> Does not include plans that transferred to Pool on the valuation date.

## Development of the Plan's Share of Pool's Market Value of Assets

16. Plan's UAL: $(2) + (9) + (11) + (13)$	(\$79,989)
17. Plan's Share of Pool's MVA: $(1) - (16)$	\$997,275

## Schedule of Plan's Amortization Bases

Note that there is a two-year lag between the valuation date and the start of the contribution fiscal year.

- The assets, liabilities, and funded status of the plan are measured as of the valuation date: June 30, 2021.
- The required employer contributions determined by the valuation are for the fiscal year beginning two years after the valuation date: FY 2023-24.

This two-year lag is necessary due to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the fiscal year.

The Unfunded Accrued Liability (UAL) is used to determine the employer contribution and therefore must be rolled forward two years from the valuation date to the first day of the fiscal year for which the contribution is being determined. The UAL is rolled forward each year by subtracting the expected payment on the UAL for the fiscal year and adjusting for interest. The expected payment for the first fiscal year is determined by the actuarial valuation two years ago and the contribution for the second year is from the actuarial valuation one year ago. Additional discretionary payments are reflected in the Expected Payments column in the fiscal year they were made by the agency.

Reason for Base	Date Est.	Ramp Level	Ramp Shape	Escalation Rate	Amort. Period	Balance 6/30/21	Expected Payment 2021-22	Balance 6/30/22	Expected Payment 2022-23	Balance 6/30/23	Expected Payment 2023-24	Minimum Required Payment
Fresh Start	6/30/21				N/A	(79,989)	25,522	(111,804)	(6,578)	(112,609)	0	0
<b>Total</b>						<b>(79,989)</b>	<b>25,522</b>	<b>(111,804)</b>	<b>(6,578)</b>	<b>(112,609)</b>	<b>0</b>	<b>0</b>

The (gain)/loss bases are the plan's allocated share of the risk pool's (gain)/loss for the fiscal year as disclosed in "Allocation of Plan's Share of Pool's Experience/Assumption Change" earlier in this section. These (gain)/loss bases will be amortized in accordance with the CalPERS amortization policy in effect at the time the base was established.



## Amortization Schedule and Alternatives

The amortization schedule on the previous page(s) shows the minimum contributions required according to the CalPERS amortization policy. Many agencies have expressed a desire for a more stable pattern of payments or have indicated interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded liability payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative "fresh start" amortization schedules using two sample periods that would both result in interest savings relative to the current amortization schedule. To initiate a Fresh Start, please contact the plan actuary.

The Current Amortization Schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existing unfunded liability bases with a single "fresh start" base and amortizing it over an appropriate period.

The Current Amortization Schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CalPERS amortization policy.

## Amortization Schedule and Alternatives (continued)

Date	Current Amortization Schedule		Alternate Schedules			
	Balance	Payment	N/A Year Amortization		N/A Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2023	N/A	N/A	N/A	N/A	N/A	N/A
6/30/2024						
6/30/2025						
6/30/2026						
6/30/2027						
6/30/2028						
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6/30/2049						
6/30/2050						
6/30/2051						
6/30/2052						
<b>Total</b>		<b>N/A</b>		<b>N/A</b>		<b>N/A</b>
<b>Interest Paid</b>		<b>N/A</b>		<b>N/A</b>		<b>N/A</b>
<b>Estimated Savings</b>				<b>N/A</b>		<b>N/A</b>

## Employer Contribution History

The table below provides a recent history of the required employer contributions for the plan. The amounts are based on the actuarial valuation from two years prior and does not account for prepayments or benefit changes made during a fiscal year. Additional discretionary payments before July 1, 2019 or after June 30, 2021 are not included.

<b>Fiscal Year</b>	<b>Employer Normal Cost</b>	<b>Unfunded Liability Payment (\$)</b>	<b>Additional Discretionary Payments</b>
2016 - 17	7.159%	\$800	N/A
2017 - 18	7.200%	961	N/A
2018 - 19	7.634%	1,527	N/A
2019 - 20	8.081%	1,855	0
2020 - 21	8.794%	453	22,939
2021 - 22	8.65%	1,271	
2022 - 23	8.63%	2,202	
2023 - 24	10.10%	0	

## Funding History

The table below shows the recent history of the actuarial accrued liability, share of the pool's market value of assets, unfunded accrued liability, funded ratio, and annual covered payroll.

<b>Valuation Date</b>	<b>Accrued Liability (AL)</b>	<b>Share of Pool's Market Value of Assets (MVA)</b>	<b>Unfunded Accrued Liability (UAL)</b>	<b>Funded Ratio</b>	<b>Annual Covered Payroll</b>
06/30/2012	\$23,820	\$19,012	\$4,808	79.8%	\$178,230
06/30/2013	60,341	50,877	9,464	84.3%	234,610
06/30/2014	99,509	95,272	4,237	95.7%	247,665
06/30/2015	175,656	164,799	10,857	93.8%	445,871
06/30/2016	270,266	238,474	31,792	88.2%	409,081
06/30/2017	391,088	362,400	28,688	92.7%	425,544
06/30/2018	541,428	503,147	38,281	92.9%	378,429
06/30/2019	647,353	622,780	24,573	96.2%	347,885
06/30/2020	785,843	736,676	49,167	93.7%	401,299
06/30/2021	917,286	997,275	(79,989)	108.7%	418,020

## **Risk Analysis**

- **Future Investment Return Scenarios**
- **Discount Rate Sensitivity**
- **Mortality Rate Sensitivity**
- **Maturity Measures**
- **Maturity Measures History**
- **Hypothetical Termination Liability**

## Future Investment Return Scenarios

Analysis using the investment return scenarios from the Asset Liability Management process completed in 2021 was performed to determine the effects of various future investment returns on required employer contributions. The projections below reflect the impact of the CalPERS Funding Risk Mitigation policy. The projections also assume that all other actuarial assumptions will be realized and that no further changes in assumptions, contributions, benefits, or funding will occur.

The first table shows projected contribution requirements if the fund were to earn either 3.0% or 10.8% annually. These alternate investment returns were chosen because 90% of long-term average returns are expected to fall between them over the 20-year period ending June 30, 2041.

Assumed Annual Return FY 2021-22 through 2040-41	Projected Employer Contributions				
	2024-25	2025-26	2026-27	2027-28	2028-29
<b>3.0% (5<sup>th</sup> percentile)</b>					
Normal Cost Rate	10.1%	10.1%	10.1%	10.1%	10.1%
UAL Contribution	\$0	\$0	\$120	\$1,200	\$3,400
<b>10.8% (95<sup>th</sup> percentile)</b>					
Normal Cost Rate	10.3%	10.5%	10.7%	11.0%	11.2%
UAL Contribution	\$0	\$0	\$0	\$0	\$0

Required contributions outside of this range are also possible. In particular, whereas it is unlikely that investment returns will average less than 3.0% or greater than 10.8% over a 20-year period, the likelihood of a single investment return less than 3.0% or greater than 10.8% in any given year is much greater. The following analysis illustrates the effect of an extreme, single year investment return.

The portfolio has an expected volatility (or standard deviation) of 12.0% per year. Accordingly, in any given year there is a 16% probability that the annual return will be -5.2% or less and a 2.5% probability that the annual return will be -17.2% or less. These returns represent one and two standard deviations below the expected return of 6.8%.

The following table shows the effect of a one or two standard deviation investment loss in FY 2021-22 on the FY 2024-25 contribution requirements. Note that a single-year investment gain or loss decreases or increases the required UAL contribution amount incrementally for each of the next five years, not just one, due to the 5-year ramp in the amortization policy. However, the contribution requirements beyond the first year are also impacted by investment returns beyond the first year. Historically, significant downturns in the market are often followed by higher than average returns. Such investment gains would offset the impact of these single year negative returns in years beyond FY 2024-25.

Assumed Annual Return for Fiscal Year 2021-22	Required Employer Contributions	Projected Employer Contributions
	2023-24	2024-25
<b>(17.2)% (2 standard deviation loss)</b>		
Normal Cost Rate	10.10%	10.1%
UAL Contribution	\$0	\$3,300
<b>(5.2)% (1 standard deviation loss)</b>		
Normal Cost Rate	10.10%	10.1%
UAL Contribution	\$0	\$360

- Without investment gains (returns higher than 6.8%) in year FY 2022-23 or later, projected contributions rates would continue to rise over the next four years due to the continued phase-in of the impact of the illustrated investment loss in FY 2021-22.
- The Pension Outlook Tool can be used to model projected contributions for these scenarios beyond FY 2024-25 as well as to model other investment return scenarios.

## Discount Rate Sensitivity

The discount rate assumption is calculated as the sum of the assumed real rate of return and the assumed annual price inflation, currently 4.5% and 2.3%, respectively. Changing either the price inflation assumption or the real rate of return assumption will change the discount rate. The sensitivity of the valuation results to the discount rate assumption depends on which component of the discount rate is changed. Shown below are various valuation results as of June 30, 2021 assuming alternate discount rates by changing the two components independently. Results are shown using the current discount rate of 6.8% as well as alternate discount rates of 5.8% and 7.8%. The rates of 5.8% and 7.8% were selected since they illustrate the impact of a 1.0% increase or decrease to the 6.8% assumption.

### Sensitivity to the Real Rate of Return Assumption

As of June 30, 2021	1% Lower Real Return Rate	Current Assumptions	1% Higher Real Return Rate
<b>Discount Rate</b>	<b>5.8%</b>	<b>6.8%</b>	<b>7.8%</b>
Inflation	2.3%	2.3%	2.3%
<b>Real Rate of Return</b>	<b>3.5%</b>	<b>4.5%</b>	<b>5.5%</b>
a) Total Normal Cost	21.31%	17.03%	13.75%
b) Accrued Liability	\$1,067,572	\$917,286	\$794,912
c) Market Value of Assets	\$997,275	\$997,275	\$997,275
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$70,297	(\$79,989)	(\$202,363)
e) Funded Ratio	93.4%	108.7%	125.5%

### Sensitivity to the Price Inflation Assumption

As of June 30, 2021	1% Lower Inflation Rate	Current Assumptions	1% Higher Inflation Rate
<b>Discount Rate</b>	<b>5.8%</b>	<b>6.8%</b>	<b>7.8%</b>
<b>Inflation</b>	<b>1.3%</b>	<b>2.3%</b>	<b>3.3%</b>
Real Rate of Return	4.5%	4.5%	4.5%
a) Total Normal Cost	17.90%	17.03%	15.49%
b) Accrued Liability	\$961,214	\$917,286	\$835,072
c) Market Value of Assets	\$997,275	\$997,275	\$997,275
d) Unfunded Liability/(Surplus) [(b) - (c)]	(\$36,061)	(\$79,989)	(\$162,203)
e) Funded Ratio	103.8%	108.7%	119.4%

## Mortality Rate Sensitivity

The following table looks at the change in the June 30, 2021 plan costs and funded status under two different longevity scenarios, namely assuming post-retirement rates of mortality are 10% lower or 10% higher than our current mortality assumptions adopted in 2021. This type of analysis highlights the impact on the plan of improving or worsening mortality over the long-term.

As of June 30, 2021	10% Lower Mortality Rates	Current Assumptions	10% Higher Mortality Rates
a) Total Normal Cost	17.35%	17.03%	16.73%
b) Accrued Liability	\$935,787	\$917,286	\$900,232
c) Market Value of Assets	\$997,275	\$997,275	\$997,275
d) Unfunded Liability/(Surplus) [(b) - (c)]	(\$61,488)	(\$79,989)	(\$97,043)
e) Funded Ratio	106.6%	108.7%	110.8%

## Maturity Measures

As pension plans mature they become more sensitive to risks. Understanding plan maturity and how it affects the ability of a pension plan sponsor to tolerate risk is important in understanding how the pension plan is impacted by investment return volatility, other economic variables and changes in longevity or other demographic assumptions. Since it is the employer that bears the risk, it is appropriate to perform this analysis on a pension plan level considering all rate plans. The following measures are for one rate plan only.

One way to look at the maturity level of CalPERS and its plans is to look at the ratio of a plan's retiree liability to its total liability. A pension plan in its infancy will have a very low ratio of retiree liability to total liability. As the plan matures, the ratio starts increasing. A mature plan will often have a ratio above 60%-65%.

<b>Ratio of Retiree Accrued Liability to Total Accrued Liability</b>	<b>June 30, 2020</b>	<b>June 30, 2021</b>
1. Retired Accrued Liability	\$96,085	\$97,769
2. Total Accrued Liability	785,843	917,286
3. Ratio of Retiree AL to Total AL [(1) / (2)]	0.12	0.11

Another measure of maturity level of CalPERS and its plans is to look at the ratio of actives to retirees, also called the support ratio. A pension plan in its infancy will have a very high ratio of active to retired members. As the plan matures and members retire, the ratio declines. A mature plan will often have a ratio near or below one.

To calculate the support ratio for the rate plan, retirees and beneficiaries receiving a continuance are each counted as one, even though they may have only worked a portion of their careers as an active member of this rate plan. For this reason, the support ratio, while intuitive, may be less informative than the ratio of retiree liability to total accrued liability above. For comparison, the support ratio for all CalPERS public agency plans is 0.82 and is calculated consistently with how it is for the individual rate plan. Note that to calculate the support ratio for all public agency plans, a retiree with service from more than one CalPERS agency is counted as a retiree more than once.

<b>Support Ratio</b>	<b>June 30, 2020</b>	<b>June 30, 2021</b>
1. Number of Actives	5	5
2. Number of Retirees	2	2
3. Support Ratio [(1) / (2)]	2.50	2.50

## Maturity Measures (Continued)

The actuarial calculations supplied in this communication are based on various assumptions about long-term demographic and economic behavior. Unless these assumptions (e.g., terminations, deaths, disabilities, retirements, salary growth, investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year-to-year differences between actual experience and the assumptions are called actuarial gains and losses and serve to lower or raise required employer contributions from one year to the next. Therefore, employer contributions will inevitably fluctuate, especially due to the ups and downs of investment returns.

### Asset Volatility Ratio

Shown in the table below is the asset volatility ratio (AVR), which is the ratio of market value of assets to payroll. Plans that have higher AVR experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an asset-to-payroll ratio of 8 may experience twice the contribution volatility due to investment return volatility than a plan with an asset-to-payroll ratio of 4. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as the plan matures.

### Liability Volatility Ratio

Also shown in the table below is the liability volatility ratio (LVR), which is the ratio of accrued liability to payroll. Plans that have a higher LVR experience more volatile employer contributions (as a percentage of payroll) due to changes in liability. For example, a plan with LVR ratio of 8 is expected to have twice the contribution volatility of a plan with LVR of 4. It should be noted that this ratio indicates a longer-term potential for contribution volatility, since the AVR, described above, will tend to move closer to the LVR as the funded ratio approaches 100%.

Contribution Volatility	June 30, 2020	June 30, 2021
1. Market Value of Assets	\$736,676	\$997,275
2. Payroll	401,299	418,020
3. Asset Volatility Ratio (AVR) [(1) / (2)]	1.8	2.4
4. Accrued Liability	\$785,843	\$917,286
5. Liability Volatility Ratio (LVR) [(4) / (2)]	2.0	2.2

## Maturity Measures History

Valuation Date	Ratio of Retiree Accrued Liability to Total Accrued Liability	Support Ratio	Asset Volatility Ratio	Liability Volatility Ratio
06/30/2017	0.00	N/A	0.9	0.9
06/30/2018	0.00	N/A	1.3	1.4
06/30/2019	0.15	2.00	1.8	1.9
06/30/2020	0.12	2.50	1.8	2.0
06/30/2021	0.11	2.50	2.4	2.2



## Hypothetical Termination Liability

The hypothetical termination liability is an estimate of the financial position of the plan had the contract with CalPERS been terminated as of June 30, 2021. The plan liability on a termination basis is calculated differently compared to the plan’s ongoing funding liability. For the hypothetical termination liability calculation, both compensation and service are frozen as of the valuation date and no future pay increases or service accruals are assumed. This measure of funded status is not appropriate for assessing the need for future employer contributions in the case of an ongoing plan, that is, for an employer that continues to provide CalPERS retirement benefits to active employees.

A more conservative investment policy and asset allocation strategy was adopted by the board for the Terminated Agency Pool. The Terminated Agency Pool has limited funding sources since no future employer contributions will be made. Therefore, expected benefit payments are secured by risk-free assets and benefit security for members is increased while limiting the funding risk. However, this asset allocation has a lower expected rate of return than the PERF and consequently, a lower discount rate is assumed. The lower discount rate for the Terminated Agency Pool results in higher liabilities for terminated plans.

The effective termination discount rate will depend on actual market rates of return for risk-free securities on the date of termination. As market discount rates are variable, the table below shows a range for the hypothetical termination liability based on the lowest and highest interest rates observed during an approximate 19 -month period from 12 months before the valuation date to seven months after.

<b>Market Value of Assets (MVA)</b>	<b>Hypothetical Termination Liability<sup>1,2</sup> at 1.00%</b>	<b>Funded Ratio</b>	<b>Unfunded Termination Liability at 1.00%</b>	<b>Hypothetical Termination Liability<sup>1,2</sup> at 2.25%</b>	<b>Funded Ratio</b>	<b>Unfunded Termination Liability at 2.25%</b>
\$997,275	\$2,273,474	43.9%	\$1,276,199	\$1,817,970	54.9%	\$820,695

<sup>1</sup> The hypothetical liabilities calculated above include a 5% contingency load. The contingency load and other actuarial assumptions can be found in Appendix A.

<sup>2</sup> The discount rate used for termination valuations is a weighted average of the 10-year and 30-year U.S. Treasury yields where the weights are based on matching asset and liability durations as of the termination date. The discount rates used in the table are based on 20-year Treasury bonds, rounded to the nearest quarter percentage point, which is a good proxy for most plans. The 20-year Treasury yield was 2.00% on June 30, 2021, the valuation date.

In order to terminate the plan, first contact our Pension Contract Services unit to initiate a Resolution of Intent to Terminate. The completed Resolution will allow the plan actuary to provide a preliminary termination valuation with a more up-to-date estimate of the plan liabilities. Before beginning this process, please consult with the plan actuary.

## Participant Data

The table below shows a summary of the plan’s member data upon which this valuation is based:

	June 30, 2020	June 30, 2021
<b>Active Members</b>		
Counts	5	5
Average Attained Age	49.41	50.41
Average Entry Age to Rate Plan	43.45	43.45
Average Years of Credited Service	5.99	6.99
Average Annual Covered Pay	\$80,260	\$83,604
Annual Covered Payroll	\$401,299	\$418,020
Present Value of Future Payroll	\$2,702,663	\$3,320,467
<b>Transferred Members</b>	2	2
<b>Separated Members</b>	5	5
<b>Retired Members and Beneficiaries</b>		
Counts*	2	2
Average Annual Benefits*	\$3,377	\$3,419

Counts of members included in the valuation are counts of the records processed by the valuation. Multiple records may exist for those who have service in more than one valuation group. This does not result in double counting of liabilities.

\* Values include community property settlements.

## List of Class 1 Benefit Provisions

This plan has the additional Class 1 Benefit Provisions:

- None

## Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which the agency has contracted. A description of principal standard and optional plan provisions is in Section 2.

Benefit Group	
Member Category	Misc
<b>Demographics</b>	
Actives	Yes
Transfers/Separated	Yes
Receiving	Yes
<b>Benefit Provision</b>	
Benefit Formula	2% @ 60
Social Security Coverage Full/Modified	Yes Modified
Employee Contribution Rate	7.00%
Final Average Compensation Period	Three Year
Sick Leave Credit	Yes
Non-Industrial Disability	Standard
Industrial Disability	No
Pre-Retirement Death Benefits	Yes
Optional Settlement 2	No
1959 Survivor Benefit Level	No
Special	No
Alternate (firefighters)	No
Post-Retirement Death Benefits	\$500
Lump Sum	No
Survivor Allowance (PRSA)	2%
COLA	

## Section 2

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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### **Risk Pool Actuarial Valuation Information**

**Section 2 may be found on the CalPERS website  
([www.calpers.ca.gov](http://www.calpers.ca.gov)) in the Forms and  
Publications section**



California Public Employees' Retirement System

Actuarial Office

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744

888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

July 2022

PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District (CalPERS ID: 3596803517)

Annual Valuation Report as of June 30, 2021

Dear Employer,

Attached to this letter, you will find the June 30, 2021 actuarial valuation report for the rate plan noted above. **Provided in this report is the determination of the minimum required employer contributions for fiscal year (FY) 2023-24.** In addition, the report contains important information regarding the current financial status of the plan as well as projections and risk measures to aid in planning for the future.

Because this plan is in a risk pool, the following valuation report has been separated into two sections:

- Section 1 contains specific information for the plan including the development of the current and projected employer contributions, and
- Section 2 contains the Risk Pool Actuarial Valuation appropriate to the plan as of June 30, 2021.

Section 2 can be found on the CalPERS website (www.calpers.ca.gov). From the home page, go to "Forms & Publications" and select "View All". In the search box, enter "Risk Pool" and from the results list download the Miscellaneous Risk Pool Actuarial Valuation Report for June 30, 2021.

Your June 30, 2021 actuarial valuation report contains important actuarial information about your pension plan at CalPERS. The plan actuary whose signature is in the Actuarial Certification is available to discuss.

Actuarial valuations are based on assumptions regarding future plan experience including investment return and payroll growth, eligibility for the types of benefits provided, and longevity among retirees. The CalPERS Board of Administration (board) adopts these assumptions after considering the advice of CalPERS actuarial and investment teams and other professionals. Each actuarial valuation reflects all prior differences between actual and assumed experience and adjusts the contribution requirements as needed. This valuation is based on an investment return assumption of 6.8%, which was adopted by the board in November 2021. Other assumptions used in this report are those recommended in the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021.

Required Contribution

The table below shows the minimum required employer contributions and the Employee PEPRA Rate for FY 2023-24 along with estimates of the required contributions for FY 2024-25. Employee contributions other than cost sharing (whether paid by the employer or the employee) are in addition to the results shown below. **The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.**

Fiscal Year	Employer Normal Cost Rate	Employer Amortization of Unfunded Accrued Liability	PEPRA Member Rate
2023-24	7.68%	\$0	7.75%
<i>Projected Results</i>			
2024-25	7.7%	\$0	TBD

The actual investment return for FY 2021-22 was not known at the time this report was prepared. The projections above assume the investment return for that year would be 6.8%. ***To the extent the actual investment return for FY 2021-22 differs from 6.8%, the actual contribution requirements for FY 2024-25 will differ from those shown above.*** For additional details regarding the assumptions and methods used for these projections, please refer to the "Projected Employer Contributions" in the "Highlights and Executive Summary" section. This section also contains projected required contributions through FY 2028-29.

### **Changes from Previous Year's Valuation**

On July 12, 2021, CalPERS reported a preliminary 21.3% net return on investments for FY 2020-21. Since the return exceeded the 7.00% discount rate sufficiently, the CalPERS Funding Risk Mitigation policy allows CalPERS to use a portion of the investment gain to offset the cost of reducing the expected volatility of future investment returns. Based on the thresholds specified in the policy, the excess return of 14.3% prescribes a reduction in investment volatility that corresponds to a reduction in the discount rate of 0.20%, from 7.00% to 6.80%.

On November 17, 2021, the board adopted new actuarial assumptions based on the recommendations in the November 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study reviewed the retirement rates, termination rates, mortality rates, rates of salary increases, and inflation assumption for public agencies. These new assumptions are incorporated in this actuarial valuation and will impact the required contribution for FY 2023-24. In addition, the board adopted a new strategic asset allocation as part of its Asset Liability Management process. The new asset allocation along with the new capital market assumptions and economic assumptions support a discount rate of 6.80%. This includes a reduction in the price inflation assumption from 2.50% to 2.30%.

Besides the above noted changes, there may also be changes specific to the plan such as contract amendments and funding changes.

Further descriptions of general changes are included in the "Highlights and Executive Summary" section and in Appendix A of the Section 2 report, "Actuarial Methods and Assumptions."

### **Questions**

We understand that you might have questions about these results, and the plan actuary whose signature is on the valuation report is available to discuss. If you have other questions, you may call the Customer Contact Center at (888)-CalPERS or **(888-225-7377)**.

Sincerely,

SCOTT TERANDO, ASA, EA, MAAA, FCA, CFA  
Chief Actuary



**Actuarial Valuation  
as of June 30, 2021**

**for the  
PEPRA Miscellaneous Plan  
of the  
Pleasant Valley Recreation and Park District  
(CalPERS ID: 3596803517)**

**Required Contributions  
for Fiscal Year  
July 1, 2023 - June 30, 2024**

# **Table of Contents**

**Section 1 – Plan Specific Information**

**Section 2 – Risk Pool Actuarial Valuation Information**



# Section 1

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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**Plan Specific Information  
for the  
PEPRA Miscellaneous Plan  
of the  
Pleasant Valley Recreation and Park  
District**

**(CalPERS ID: 3596803517)  
(Rate Plan ID: 27385)**

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## Actuarial Certification

To the best of our knowledge, this report, comprising of Sections 1 and 2, is complete and accurate and contains sufficient information to disclose, fully and fairly, the funded condition of the PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District and satisfies the actuarial valuation requirements of Government Code section 7504. This valuation is based on the member and financial data as of June 30, 2021 provided by the various CalPERS databases and the benefits under this plan with CalPERS as of the date this report was produced. Section 1 of this report is based on the member and financial data for Pleasant Valley Recreation and Park District, while Section 2 is based on the corresponding information for all agencies participating in the Miscellaneous Risk Pool to which the plan belongs.

As set forth in Section 2 of this report, the pool actuaries have certified that, in their opinion, the valuation of the Miscellaneous Risk Pool has been performed in accordance with generally accepted actuarial principles consistent with standards of practice prescribed by the Actuarial Standards Board, and that the assumptions and methods are internally consistent and reasonable for the risk pool as of the date of this valuation and as prescribed by the CalPERS Board of Administration according to provisions set forth in the California Public Employees' Retirement Law.

Having relied upon the information set forth in Section 2 of this report and based on the census and benefit provision information for the rate plan, it is my opinion as the plan actuary that the Unfunded Accrued Liability amortization bases as of June 30, 2021 and employer contribution as of July 1, 2023 have been properly and accurately determined in accordance with the principles and standards stated above.

The undersigned is an actuary who satisfies the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States with regard to pensions.

BILL KARCH, ASA, MAAA  
Supervising Pension Actuary, CalPERS

## **Highlights and Executive Summary**

- **Introduction**
- **Purpose of Section 1**
- **Required Contributions**
- **Additional Discretionary Employer Contributions**
- **Plan's Funded Status**
- **Projected Employer Contributions**
- **Other Pooled Miscellaneous Risk Pool Rate Plans**
- **Cost**
- **Changes Since the Prior Year's Valuation**
- **Subsequent Events**

## Introduction

This report presents the results of the June 30, 2021 actuarial valuation of the PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District of the California Public Employees' Retirement System (CalPERS). This actuarial valuation sets the required employer contributions for (FY) 2023-24.

## Purpose of Section 1

This Section 1 report for the PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District of CalPERS was prepared by the plan actuary in order to:

- Set forth the assets and accrued liabilities of this plan as of June 30, 2021;
- Determine the minimum required employer contribution for this plan for the FY July 1, 2023 through June 30, 2024; and
- Provide actuarial information as of June 30, 2021 to the CalPERS Board of Administration (board) and other interested parties.

The pension funding information presented in this report should not be used in financial reports subject to Governmental Accounting Standards Board (GASB) Statement No. 68 for a Cost Sharing Employer Defined Benefit Pension Plan. A separate accounting valuation report for such purposes is available on the CalPERS website ([www.calpers.ca.gov](http://www.calpers.ca.gov)).

The measurements shown in this actuarial valuation may not be applicable for other purposes. The agency should contact the plan actuary before disseminating any portion of this report for any reason that is not explicitly described above.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; changes in actuarial policies; changes in plan provisions or applicable law; and differences between the required contributions determined by the valuation and the actual contributions made by the agency.

### Assessment and Disclosure of Risk

This report includes the following risk disclosures consistent with the recommendations of Actuarial Standards of Practice No. 51 and recommended by the California Actuarial Advisory Panel (CAAP) in the Model Disclosure Elements document:

- A "Scenario Test," projecting future results under different investment income returns.
- A "Sensitivity Analysis," showing the impact on current valuation results using alternative discount rates of 5.8% and 7.8%.
- A "Sensitivity Analysis," showing the impact on current valuation results assuming rates of mortality are 10% lower or 10% higher than our current post-retirement mortality assumptions adopted in 2021.
- Plan maturity measures indicating how sensitive a plan may be to the risks noted above.

## Required Contributions

	Fiscal Year 2023-24
<b>Required Employer Contributions</b>	
<b>Employer Normal Cost Rate</b>	<b>7.68%</b>
<i>Plus</i>	
<b>Required Payment on Amortization Bases<sup>1</sup></b>	<b>\$0</b>
<i>Paid either as</i>	
<b>1) Monthly Payment</b>	<b>\$0.00</b>
<i>Or</i>	
<b>2) Annual Prepayment Option*</b>	<b>\$0</b>
<b>Required PEPRA Member Contribution Rate</b>	<b>7.75%</b>
<p><i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).</i></p> <p><i>* Only the UAL portion of the employer contribution can be prepaid (<b>which must be received in full no later than July 31</b>).</i></p> <p><i>For additional detail regarding the determination of the required PEPRA member contribution rate see section on PEPRA Member Contribution Rates.</i></p>	

	Fiscal Year 2022-23	Fiscal Year 2023-24
<b>Development of Normal Cost as a Percentage of Payroll</b>		
Base Total Normal Cost for Formula	14.22%	15.43%
Surcharge for Class 1 Benefits <sup>2</sup>		
None	0.00%	0.00%
Phase out of Normal Cost Difference <sup>3</sup>	0.00%	0.00%
Plan's Total Normal Cost	14.22%	15.43%
Plan's Employee Contribution Rate	6.75%	7.75%
Employer Normal Cost Rate	7.47%	7.68%

<sup>1</sup> The required payment on amortization bases does not take into account any additional discretionary payment made after April 29, 2022.

<sup>2</sup> Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges for each benefit.

<sup>3</sup> The normal cost change is phased out over a five-year period in accordance with the CalPERS contribution allocation policy.

## Additional Discretionary Employer Contributions

The minimum required employer contribution towards the Unfunded Accrued Liability (UAL) for this rate plan for the 2023-24 FY is \$0. CalPERS allows agencies to make additional discretionary payments (ADPs) at any time and in any amount. These optional payments serve to reduce the UAL and future required contributions and can result in significant long-term savings. Agencies can also use ADPs to stabilize annual contributions as a fixed dollar amount, percent of payroll or percent of revenue.

Provided below are select ADP options for consideration. Making such an ADP during FY 2023-24 does not require an ADP be made in any future year, nor does it change the remaining amortization period of any portion of unfunded liability. For information on permanent changes to amortization periods, see the "Amortization Schedule and Alternatives" section of the report.

Agencies considering making an ADP should contact CalPERS for additional information.

### Minimum Required Employer Contribution for Fiscal Year 2023-24

Estimated Normal Cost	Minimum UAL Payment	ADP	Total UAL Contribution	Estimated Total Contribution
\$74,944	\$0	\$0	\$0	\$74,944

### Alternative Fiscal Year 2023-24 Employer Contributions for Greater UAL Reduction

Funding Target	Estimated Normal Cost	Minimum UAL Payment	ADP <sup>1</sup>	Total UAL Contribution	Estimated Total Contribution
N/A	N/A	N/A	N/A	N/A	N/A

<sup>1</sup> The ADP amounts are assumed to be made in the middle of the fiscal year. A payment made earlier or later in the fiscal year would have to be less or more than the amount shown to have the same effect on the UAL amortization.

Note that the calculations above are based on the projected Unfunded Accrued Liability as of June 30, 2023 as determined in the June 30, 2021 actuarial valuation. New unfunded liabilities can emerge in future years due to assumption or method changes, changes in plan provisions, and actuarial experience different than assumed. Making an ADP illustrated above for the indicated number of years will not result in a plan that is exactly 100% funded in the indicated number of years. Valuation results will vary from one year to the next and can diverge significantly from projections over a period of several years.

## Plan's Funded Status

	June 30, 2020	June 30, 2021
1. Present Value of Projected Benefits (PVB)	\$1,977,153	\$2,310,401
2. Entry Age Accrued Liability (AL)	528,822	756,014
3. Plan's Market Value of Assets (MVA)	494,383	835,057
4. Unfunded Accrued Liability (UAL) [(2) - (3)]	34,439	(79,043)
5. Funded Ratio [(3) / (2)]	93.5%	110.5%

The UAL and funded ratio are assessments of the need for future employer contributions based on the actuarial cost method used to fund the plan. The UAL is the present value of future employer contributions for service that has already been earned and is in addition to future normal cost contributions for active members. The funded ratio, on the other hand, is a relative measure of funded status that allows for comparison between plans of different sizes. For measures of funded status that are appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities, please see "Hypothetical Termination Liability" in the "Risk Analysis" section.

## Projected Employer Contributions

The table below shows the required and projected employer contributions (before cost sharing) for the next six fiscal years. The projection assumes that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period. In particular, the investment return beginning with FY 2021-22 is assumed to be 6.80% per year, net of investment and administrative expenses. Actual contribution rates during this projection period could be significantly higher or lower than the projection shown below. Future contribution requirements may differ significantly from those shown below. The actual long-term cost of the plan will depend on the actual benefits and expenses paid and the actual investment experience of the fund.

Fiscal Year	Required Contribution	Projected Future Employer Contributions (Assumes 6.80% Return for Fiscal Year 2021-22 and Beyond)				
	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
	Rate Plan 27385 Results					
Normal Cost %	7.68%	7.7%	7.7%	7.7%	7.7%	7.7%
UAL Payment	\$0	\$0	\$0	\$0	\$0	\$0

For some sources of UAL, the change in UAL is amortized using a 5-year ramp up. For more information, please see "Amortization of the Unfunded Actuarial Accrued Liability" under "Actuarial Methods" in Appendix A of the Section 2 Report. This method phases in the impact of the change in UAL over a 5-year period in order to reduce employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in any one year are less likely. However, required contributions can change gradually and significantly over the next five years. In years when there is a large increase in UAL, the relatively small amortization payments during the ramp up period could result in a funded ratio that is projected to decrease initially while the contribution impact of the increase in the UAL is phased in.

For projected contributions under alternate investment return scenarios, please see the "Future Investment Return Scenarios" in the "Risk Analysis" section.

Our online pension plan projection tool, Pension Outlook, is available in the Employers section of the CalPERS website. Pension Outlook can help plan and budget pension costs under various scenarios.



## Other Pooled Miscellaneous Risk Pool Rate Plans

All of the results presented in this Section 1 report, except those shown below, correspond to rate plan 27385. In many cases, employers have additional rate plans within the same risk pool. For cost analysis and budgeting it is useful to consider contributions for these rate plans as a whole rather than individually. The estimated contribution amounts and rates for all of the employer's rate plans in the Miscellaneous Risk Pool are shown below and assume that the payroll for each rate plan will grow according to the overall payroll growth assumption of 2.80% per year for three years.

	<b>Fiscal Year</b>	<b>Fiscal Year</b>
	<b>2022-23</b>	<b>2023-24</b>
<b>Estimated Combined Employer Contributions for all Pooled Miscellaneous Rate Plans</b>		
Projected Payroll for the Contribution Year	\$2,529,692	\$2,386,873
Estimated Employer Normal Cost	\$236,437	\$248,462
Required Payment on Amortization Bases	\$530,926	\$511,307
Estimated Total Employer Contributions	\$767,363	\$759,769
Estimated Total Employer Contribution Rate (illustrative only)	30.33%	31.83%

## Cost

### Actuarial Determination of Plan Cost

Contributions to fund the plan are comprised of two components:

- Normal Cost, expressed as a percentage of total active payroll
- Amortization of the Unfunded Accrued Liability (UAL), expressed as a dollar amount

For fiscal years prior to 2016-17, the Amortization of UAL component was expressed as a percentage of total active payroll. Starting with FY 2016-17, the Amortization of UAL component was expressed as a dollar amount and invoiced on a monthly basis. There continues to be an option to prepay this amount during July of each fiscal year.

The Normal Cost component is expressed as a percentage of active payroll with employer and employee contributions payable as part of the regular payroll reporting process.

The determination of both components requires complex actuarial calculations. The calculations are based on a set of actuarial assumptions which can be divided into two categories:

- Demographic assumptions (e.g., mortality rates, retirement rates, employment termination rates, disability rates)
- Economic assumptions (e.g., future investment earnings, inflation, salary growth rates)

These assumptions reflect CalPERS' best estimate of future experience of the plan and are long term in nature. We recognize that all assumptions will not be realized in any given year. For example, the investment earnings at CalPERS have averaged 6.9% over the 20 years ending June 30, 2021, yet individual fiscal year returns have ranged from -23.6% to +21.3%. In addition, CalPERS reviews all actuarial assumptions by conducting in-depth experience studies every four years, with the most recent experience study completed in 2021.

## Changes Since the Prior Year's Valuation

### Benefits

The standard actuarial practice at CalPERS is to recognize mandated legislative benefit changes in the first annual valuation following the effective date of the legislation. Voluntary benefit changes by plan amendment are generally included in the first valuation that is prepared after the amendment becomes effective, even if the valuation date is prior to the effective date of the amendment.

This valuation generally reflects plan changes by amendments effective before the date of the report. Please refer to the "Plan's Major Benefit Options" and Appendix B of the Section 2 Report for a summary of the plan provisions used in this valuation.

### Actuarial Methods and Assumptions

On November 17, 2021, the board adopted new actuarial assumptions based on the recommendations in the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study reviewed the retirement rates, termination rates, mortality rates, rates of salary increases, and inflation assumption for Public Agencies. These new assumptions are incorporated in this actuarial valuation and will impact the required contribution for FY 2023-24. In addition, the board adopted a new asset portfolio as part of its Asset Liability Management process. The new asset mix supports a 6.80% discount rate, which reflects a change in the price inflation assumption to 2.30%.

## Subsequent Events

The contribution requirements determined in this actuarial valuation report are based on demographic and financial information as of June 30, 2021. Changes subsequent to that date are not reflected. Investment returns below the assumed rate of return may increase future required contributions while investment returns above the assumed rate of return may decrease future required contributions.

The projected employer contributions on Page 6 are calculated under the assumption that the discount rate remains at 6.8% going forward and that the realized rate of return on assets for FY 2021-22 is 6.8%.

This actuarial valuation report reflects statutory changes, regulatory changes and board actions through January 2022. Any subsequent changes or actions are not reflected.

## **Assets and Liabilities**

- **Breakdown of Entry Age Accrued Liability**
- **Allocation of Plan's Share of Pool's Experience/Assumption Change**
- **Development of Plan's Share of Pool's Market Value of Assets**
- **Schedule of Plan's Amortization Bases**
- **Amortization Schedule and Alternatives**
- **Employer Contribution History**
- **Funding History**

## Breakdown of Entry Age Accrued Liability

Active Members	\$667,638
Transferred Members	68,097
Terminated Members	20,279
Members and Beneficiaries Receiving Payments	0
Total	\$756,014

## Allocation of Plan's Share of Pool's Experience/Assumption Change

It is the policy of CalPERS to ensure equity within the risk pools by allocating the pool's experience gains/losses and assumption changes in a manner that treats each employer equitably and maintains benefit security for the members of the System while minimizing substantial variations in employer contributions. The Pool's experience gains/losses and impact of assumption/method changes is allocated to the plan as follows:

1. Plan's Accrued Liability	\$756,014
2. Projected UAL balance at 6/30/2021	11,320
3. Pool's Accrued Liability <sup>1</sup>	20,794,529,023
4. Sum of Pool's Individual Plan UAL Balances at 6/30/2021 <sup>1</sup>	4,597,734,264
5. Pool's 2020/21 Investment (Gain)/Loss <sup>1</sup>	(2,338,185,055)
6. Pool's 2020/21 Non-Investment (Gain)/Loss <sup>1</sup>	(84,077,623)
7. Plan's Share of Pool's Investment (Gain)/Loss: $[(1) - (2)] \div [(3) - (4)] \times (5)$	(107,505)
8. Plan's Share of Pool's Non-Investment (Gain)/Loss: $(1) \div (3) \times (6)$	(3,057)
9. Plan's New (Gain)/Loss as of 6/30/2021: $(7) + (8)$	(110,562)
10. Increase in Pool's Accrued Liability due to Change in Assumptions <sup>1</sup>	60,407,898
11. Plan's Share of Pool's Change in Assumptions: $(1) \div (3) \times (10)$	2,196
12. Increase in Pool's Accrued Liability due to Funding Risk Mitigation <sup>1</sup>	495,172,731
13. Plan's Share of Pool's Change due to Funding Risk Mitigation: $(1) \div (3) \times (12)$	18,003
14. Offset due to Funding Risk Mitigation	(31,159)
15. Plan's Net Investment (Gain): $(7) - (14)$	(76,346)

<sup>1</sup> Does not include plans that transferred to Pool on the valuation date.

## Development of the Plan's Share of Pool's Market Value of Assets

16. Plan's UAL: $(2) + (9) + (11) + (13)$	(\$79,043)
17. Plan's Share of Pool's MVA: $(1) - (16)$	\$835,057

## Schedule of Plan's Amortization Bases

Note that there is a two-year lag between the valuation date and the start of the contribution fiscal year.

- The assets, liabilities, and funded status of the plan are measured as of the valuation date: June 30, 2021.
- The required employer contributions determined by the valuation are for the fiscal year beginning two years after the valuation date: FY 2023-24.

This two-year lag is necessary due to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the fiscal year.

The Unfunded Accrued Liability (UAL) is used to determine the employer contribution and therefore must be rolled forward two years from the valuation date to the first day of the fiscal year for which the contribution is being determined. The UAL is rolled forward each year by subtracting the expected payment on the UAL for the fiscal year and adjusting for interest. The expected payment for the first fiscal year is determined by the actuarial valuation two years ago and the contribution for the second year is from the actuarial valuation one year ago. Additional discretionary payments are reflected in the Expected Payments column in the fiscal year they were made by the agency.

Reason for Base	Date Est.	Ramp Level	Ramp Shape	Escalation Rate	Amort. Period	Balance 6/30/21	Expected Payment 2021-22	Balance 6/30/22	Expected Payment 2022-23	Balance 6/30/23	Expected Payment 2023-24	Minimum Required Payment
Fresh Start	6/30/21				N/A	(79,043)	9,220	(93,946)	(14,133)	(85,729)	0	0
<b>Total</b>						<b>(79,043)</b>	<b>9,220</b>	<b>(93,946)</b>	<b>(14,133)</b>	<b>(85,729)</b>	<b>0</b>	<b>0</b>

The (gain)/loss bases are the plan's allocated share of the risk pool's (gain)/loss for the fiscal year as disclosed in "Allocation of Plan's Share of Pool's Experience/Assumption Change" earlier in this section. These (gain)/loss bases will be amortized in accordance with the CalPERS amortization policy in effect at the time the base was established.

## Amortization Schedule and Alternatives

The amortization schedule on the previous page(s) shows the minimum contributions required according to the CalPERS amortization policy. Many agencies have expressed a desire for a more stable pattern of payments or have indicated interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded liability payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative "fresh start" amortization schedules using two sample periods that would both result in interest savings relative to the current amortization schedule. To initiate a Fresh Start, please contact the plan actuary.

The Current Amortization Schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existing unfunded liability bases with a single "fresh start" base and amortizing it over an appropriate period.

The Current Amortization Schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CalPERS amortization policy.

## Amortization Schedule and Alternatives (continued)

Date	Current Amortization Schedule		Alternate Schedules			
	Balance	Payment	N/A Year Amortization		N/A Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2023	N/A	N/A	N/A	N/A	N/A	N/A
6/30/2024						
6/30/2025						
6/30/2026						
6/30/2027						
6/30/2028						
6/30/2029						
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6/30/2047						
6/30/2048						
6/30/2049						
6/30/2050						
6/30/2051						
6/30/2052						
<b>Total</b>		<b>N/A</b>		<b>N/A</b>		<b>N/A</b>
<b>Interest Paid</b>		<b>N/A</b>		<b>N/A</b>		<b>N/A</b>
<b>Estimated Savings</b>				<b>N/A</b>		<b>N/A</b>



## Employer Contribution History

The table below provides a recent history of the required employer contributions for the plan. The amounts are based on the actuarial valuation from two years prior and does not account for prepayments or benefit changes made during a fiscal year. Additional discretionary payments before July 1, 2019 or after June 30, 2021 are not included.

<b>Fiscal Year</b>	<b>Employer Normal Cost</b>	<b>Unfunded Liability Payment (\$)</b>	<b>Additional Discretionary Payments</b>
2016 - 17	6.555%	\$186	N/A
2017 - 18	6.533%	316	N/A
2018 - 19	6.842%	446	N/A
2019 - 20	6.985%	667	5,619
2020 - 21	7.732%	1,147	23,575
2021 - 22	7.59%	886	
2022 - 23	7.47%	2,856	
2023 - 24	7.68%	0	

## Funding History

The table below shows the recent history of the actuarial accrued liability, share of the pool's market value of assets, unfunded accrued liability, funded ratio, and annual covered payroll.

<b>Valuation Date</b>	<b>Accrued Liability (AL)</b>	<b>Share of Pool's Market Value of Assets (MVA)</b>	<b>Unfunded Accrued Liability (UAL)</b>	<b>Funded Ratio</b>	<b>Annual Covered Payroll</b>
06/30/2014	\$1,227	\$1,282	(\$55)	104.5%	\$82,595
06/30/2015	13,091	12,113	978	92.5%	161,981
06/30/2016	42,798	38,235	4,563	89.3%	375,155
06/30/2017	111,178	106,712	4,466	96.0%	478,320
06/30/2018	225,831	211,080	14,751	93.5%	658,378
06/30/2019	353,590	332,414	21,176	94.0%	849,976
06/30/2020	528,822	494,383	34,439	93.5%	981,564
06/30/2021	756,014	835,057	(79,043)	110.5%	898,253

## **Risk Analysis**

- **Future Investment Return Scenarios**
- **Discount Rate Sensitivity**
- **Mortality Rate Sensitivity**
- **Maturity Measures**
- **Maturity Measures History**
- **Hypothetical Termination Liability**

## Future Investment Return Scenarios

Analysis using the investment return scenarios from the Asset Liability Management process completed in 2021 was performed to determine the effects of various future investment returns on required employer contributions. The projections below reflect the impact of the CalPERS Funding Risk Mitigation policy. The projections also assume that all other actuarial assumptions will be realized and that no further changes in assumptions, contributions, benefits, or funding will occur.

The first table shows projected contribution requirements if the fund were to earn either 3.0% or 10.8% annually. These alternate investment returns were chosen because 90% of long-term average returns are expected to fall between them over the 20-year period ending June 30, 2041.

Assumed Annual Return FY 2021-22 through 2040-41	Projected Employer Contributions				
	2024-25	2025-26	2026-27	2027-28	2028-29
<b>3.0% (5<sup>th</sup> percentile)</b>					
Normal Cost Rate	7.7%	7.7%	7.7%	7.7%	7.7%
UAL Contribution	\$0	\$0	\$330	\$1,500	\$3,500
<b>10.8% (95<sup>th</sup> percentile)</b>					
Normal Cost Rate	7.9%	8.1%	8.3%	8.5%	8.7%
UAL Contribution	\$0	\$0	\$0	\$0	\$0

Required contributions outside of this range are also possible. In particular, whereas it is unlikely that investment returns will average less than 3.0% or greater than 10.8% over a 20-year period, the likelihood of a single investment return less than 3.0% or greater than 10.8% in any given year is much greater. The following analysis illustrates the effect of an extreme, single year investment return.

The portfolio has an expected volatility (or standard deviation) of 12.0% per year. Accordingly, in any given year there is a 16% probability that the annual return will be -5.2% or less and a 2.5% probability that the annual return will be -17.2% or less. These returns represent one and two standard deviations below the expected return of 6.8%.

The following table shows the effect of a one or two standard deviation investment loss in FY 2021-22 on the FY 2024-25 contribution requirements. Note that a single-year investment gain or loss decreases or increases the required UAL contribution amount incrementally for each of the next five years, not just one, due to the 5-year ramp in the amortization policy. However, the contribution requirements beyond the first year are also impacted by investment returns beyond the first year. Historically, significant downturns in the market are often followed by higher than average returns. Such investment gains would offset the impact of these single year negative returns in years beyond FY 2024-25.

Assumed Annual Return for Fiscal Year 2021-22	Required Employer Contributions	Projected Employer Contributions
	2023-24	2024-25
<b>(17.2)% (2 standard deviation loss)</b>		
Normal Cost Rate	7.68%	7.7%
UAL Contribution	\$0	\$3,000
<b>(5.2)% (1 standard deviation loss)</b>		
Normal Cost Rate	7.68%	7.7%
UAL Contribution	\$0	\$500

- Without investment gains (returns higher than 6.8%) in year FY 2022-23 or later, projected contributions rates would continue to rise over the next four years due to the continued phase-in of the impact of the illustrated investment loss in FY 2021-22.
- The Pension Outlook Tool can be used to model projected contributions for these scenarios beyond FY 2024-25 as well as to model other investment return scenarios.

## Discount Rate Sensitivity

The discount rate assumption is calculated as the sum of the assumed real rate of return and the assumed annual price inflation, currently 4.5% and 2.3%, respectively. Changing either the price inflation assumption or the real rate of return assumption will change the discount rate. The sensitivity of the valuation results to the discount rate assumption depends on which component of the discount rate is changed. Shown below are various valuation results as of June 30, 2021 assuming alternate discount rates by changing the two components independently. Results are shown using the current discount rate of 6.8% as well as alternate discount rates of 5.8% and 7.8%. The rates of 5.8% and 7.8% were selected since they illustrate the impact of a 1.0% increase or decrease to the 6.8% assumption.

### Sensitivity to the Real Rate of Return Assumption

As of June 30, 2021	1% Lower Real Return Rate	Current Assumptions	1% Higher Real Return Rate
<b>Discount Rate</b>	<b>5.8%</b>	<b>6.8%</b>	<b>7.8%</b>
Inflation	2.3%	2.3%	2.3%
<b>Real Rate of Return</b>	<b>3.5%</b>	<b>4.5%</b>	<b>5.5%</b>
a) Total Normal Cost	19.32%	15.43%	12.47%
b) Accrued Liability	\$961,287	\$756,014	\$601,061
c) Market Value of Assets	\$835,057	\$835,057	\$835,057
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$126,230	(\$79,043)	(\$233,996)
e) Funded Ratio	86.9%	110.5%	138.9%

### Sensitivity to the Price Inflation Assumption

As of June 30, 2021	1% Lower Inflation Rate	Current Assumptions	1% Higher Inflation Rate
<b>Discount Rate</b>	<b>5.8%</b>	<b>6.8%</b>	<b>7.8%</b>
<b>Inflation</b>	<b>1.3%</b>	<b>2.3%</b>	<b>3.3%</b>
Real Rate of Return	4.5%	4.5%	4.5%
a) Total Normal Cost	16.27%	15.43%	14.03%
b) Accrued Liability	\$797,599	\$756,014	\$684,142
c) Market Value of Assets	\$835,057	\$835,057	\$835,057
d) Unfunded Liability/(Surplus) [(b) - (c)]	(\$37,458)	(\$79,043)	(\$150,915)
e) Funded Ratio	104.7%	110.5%	122.1%

## Mortality Rate Sensitivity

The following table looks at the change in the June 30, 2021 plan costs and funded status under two different longevity scenarios, namely assuming post-retirement rates of mortality are 10% lower or 10% higher than our current mortality assumptions adopted in 2021. This type of analysis highlights the impact on the plan of improving or worsening mortality over the long-term.

As of June 30, 2021	10% Lower Mortality Rates	Current Assumptions	10% Higher Mortality Rates
a) Total Normal Cost	15.71%	15.43%	15.18%
b) Accrued Liability	\$769,811	\$756,014	\$743,246
c) Market Value of Assets	\$835,057	\$835,057	\$835,057
d) Unfunded Liability/(Surplus) [(b) - (c)]	(\$65,246)	(\$79,043)	(\$91,811)
e) Funded Ratio	108.5%	110.5%	112.4%

## Maturity Measures

As pension plans mature they become more sensitive to risks. Understanding plan maturity and how it affects the ability of a pension plan sponsor to tolerate risk is important in understanding how the pension plan is impacted by investment return volatility, other economic variables and changes in longevity or other demographic assumptions. Since it is the employer that bears the risk, it is appropriate to perform this analysis on a pension plan level considering all rate plans. The following measures are for one rate plan only.

One way to look at the maturity level of CalPERS and its plans is to look at the ratio of a plan's retiree liability to its total liability. A pension plan in its infancy will have a very low ratio of retiree liability to total liability. As the plan matures, the ratio starts increasing. A mature plan will often have a ratio above 60%-65%.

<b>Ratio of Retiree Accrued Liability to Total Accrued Liability</b>	<b>June 30, 2020</b>	<b>June 30, 2021</b>
1. Retired Accrued Liability	\$0	\$0
2. Total Accrued Liability	528,822	756,014
3. Ratio of Retiree AL to Total AL [(1) / (2)]	0.00	0.00

Another measure of maturity level of CalPERS and its plans is to look at the ratio of actives to retirees, also called the support ratio. A pension plan in its infancy will have a very high ratio of active to retired members. As the plan matures and members retire, the ratio declines. A mature plan will often have a ratio near or below one.

To calculate the support ratio for the rate plan, retirees and beneficiaries receiving a continuance are each counted as one, even though they may have only worked a portion of their careers as an active member of this rate plan. For this reason, the support ratio, while intuitive, may be less informative than the ratio of retiree liability to total accrued liability above. For comparison, the support ratio for all CalPERS public agency plans is 0.82 and is calculated consistently with how it is for the individual rate plan. Note that to calculate the support ratio for all public agency plans, a retiree with service from more than one CalPERS agency is counted as a retiree more than once.

<b>Support Ratio</b>	<b>June 30, 2020</b>	<b>June 30, 2021</b>
1. Number of Actives	19	16
2. Number of Retirees	0	0
3. Support Ratio [(1) / (2)]	N/A	N/A

## Maturity Measures (Continued)

The actuarial calculations supplied in this communication are based on various assumptions about long-term demographic and economic behavior. Unless these assumptions (e.g., terminations, deaths, disabilities, retirements, salary growth, investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year-to-year differences between actual experience and the assumptions are called actuarial gains and losses and serve to lower or raise required employer contributions from one year to the next. Therefore, employer contributions will inevitably fluctuate, especially due to the ups and downs of investment returns.

### Asset Volatility Ratio

Shown in the table below is the asset volatility ratio (AVR), which is the ratio of market value of assets to payroll. Plans that have higher AVR experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an asset-to-payroll ratio of 8 may experience twice the contribution volatility due to investment return volatility than a plan with an asset-to-payroll ratio of 4. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as the plan matures.

### Liability Volatility Ratio

Also shown in the table below is the liability volatility ratio (LVR), which is the ratio of accrued liability to payroll. Plans that have a higher LVR experience more volatile employer contributions (as a percentage of payroll) due to changes in liability. For example, a plan with LVR ratio of 8 is expected to have twice the contribution volatility of a plan with LVR of 4. It should be noted that this ratio indicates a longer-term potential for contribution volatility, since the AVR, described above, will tend to move closer to the LVR as the funded ratio approaches 100%.

Contribution Volatility	June 30, 2020	June 30, 2021
1. Market Value of Assets	\$494,383	\$835,057
2. Payroll	981,564	898,253
3. Asset Volatility Ratio (AVR) [(1) / (2)]	0.5	0.9
4. Accrued Liability	\$528,822	\$756,014
5. Liability Volatility Ratio (LVR) [(4) / (2)]	0.5	0.8

## Maturity Measures History

Valuation Date	Ratio of Retiree Accrued Liability to Total Accrued Liability	Support Ratio	Asset Volatility Ratio	Liability Volatility Ratio
06/30/2017	0.00	N/A	0.2	0.2
06/30/2018	0.00	N/A	0.3	0.3
06/30/2019	0.00	N/A	0.4	0.4
06/30/2020	0.00	N/A	0.5	0.5
06/30/2021	0.00	N/A	0.9	0.8

## Hypothetical Termination Liability

The hypothetical termination liability is an estimate of the financial position of the plan had the contract with CalPERS been terminated as of June 30, 2021. The plan liability on a termination basis is calculated differently compared to the plan’s ongoing funding liability. For the hypothetical termination liability calculation, both compensation and service are frozen as of the valuation date and no future pay increases or service accruals are assumed. This measure of funded status is not appropriate for assessing the need for future employer contributions in the case of an ongoing plan, that is, for an employer that continues to provide CalPERS retirement benefits to active employees.

A more conservative investment policy and asset allocation strategy was adopted by the board for the Terminated Agency Pool. The Terminated Agency Pool has limited funding sources since no future employer contributions will be made. Therefore, expected benefit payments are secured by risk-free assets and benefit security for members is increased while limiting the funding risk. However, this asset allocation has a lower expected rate of return than the PERF and consequently, a lower discount rate is assumed. The lower discount rate for the Terminated Agency Pool results in higher liabilities for terminated plans.

The effective termination discount rate will depend on actual market rates of return for risk-free securities on the date of termination. As market discount rates are variable, the table below shows a range for the hypothetical termination liability based on the lowest and highest interest rates observed during an approximate 19 -month period from 12 months before the valuation date to seven months after.

<b>Market Value of Assets (MVA)</b>	<b>Hypothetical Termination Liability<sup>1,2</sup> at 1.00%</b>	<b>Funded Ratio</b>	<b>Unfunded Termination Liability at 1.00%</b>	<b>Hypothetical Termination Liability<sup>1,2</sup> at 2.25%</b>	<b>Funded Ratio</b>	<b>Unfunded Termination Liability at 2.25%</b>
\$835,057	\$2,156,125	38.7%	\$1,321,068	\$1,455,838	57.4%	\$620,781

<sup>1</sup> The hypothetical liabilities calculated above include a 5% contingency load. The contingency load and other actuarial assumptions can be found in Appendix A.

<sup>2</sup> The discount rate used for termination valuations is a weighted average of the 10-year and 30-year U.S. Treasury yields where the weights are based on matching asset and liability durations as of the termination date. The discount rates used in the table are based on 20-year Treasury bonds, rounded to the nearest quarter percentage point, which is a good proxy for most plans. The 20-year Treasury yield was 2.00% on June 30, 2021, the valuation date.

In order to terminate the plan, first contact our Pension Contract Services unit to initiate a Resolution of Intent to Terminate. The completed Resolution will allow the plan actuary to provide a preliminary termination valuation with a more up-to-date estimate of the plan liabilities. Before beginning this process, please consult with the plan actuary.

## Participant Data

The table below shows a summary of the plan's member data upon which this valuation is based:

	June 30, 2020	June 30, 2021
<b>Active Members</b>		
Counts	19	16
Average Attained Age	38.13	39.71
Average Entry Age to Rate Plan	35.13	35.51
Average Years of Credited Service	2.98	4.21
Average Annual Covered Pay	\$51,661	\$56,141
Annual Covered Payroll	\$981,564	\$898,253
Present Value of Future Payroll	\$11,038,131	\$10,785,343
<b>Transferred Members</b>		
	4	5
<b>Separated Members</b>		
	4	6
<b>Retired Members and Beneficiaries</b>		
Counts*	0	0
Average Annual Benefits*	\$0	\$0

Counts of members included in the valuation are counts of the records processed by the valuation. Multiple records may exist for those who have service in more than one valuation group. This does not result in double counting of liabilities.

\* Values include community property settlements.

## List of Class 1 Benefit Provisions

This plan has the additional Class 1 Benefit Provisions:

- None



## Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which the agency has contracted. A description of principal standard and optional plan provisions is in Section 2.

Benefit Group	
Member Category	Misc
<b>Demographics</b> Actives Transfers/Separated Receiving	Yes Yes No
<b>Benefit Provision</b> Benefit Formula Social Security Coverage Full/Modified	2% @ 62 Yes Full
Employee Contribution Rate	6.75%
Final Average Compensation Period	Three Year
Sick Leave Credit	Yes
Non-Industrial Disability	Standard
Industrial Disability	No
Pre-Retirement Death Benefits Optional Settlement 2	Yes
1959 Survivor Benefit Level Special	No
Alternate (firefighters)	No
Post-Retirement Death Benefits Lump Sum	\$500
Survivor Allowance (PRSA)	No
COLA	2%

## PEPRA Member Contribution Rates

The California Public Employees’ Pension Reform Act of 2013 (PEPRA) established new benefit formulas, final compensation period, and contribution requirements for “new” employees (generally those first hired into a CalPERS-covered position on or after January 1, 2013). In accordance with Government Code Section 7522.30(b), “new members ... shall have an initial contribution rate of at least 50% of the normal cost rate.” The normal cost rate is dependent on the plan of retirement benefits, actuarial assumptions, and demographics of the risk pool, particularly members’ entry age. Should the total normal cost rate change by more than 1% from the base total normal cost rate, the new member rate shall be 50% of the new normal cost rate rounded to the nearest quarter percent.

The table below shows the determination of the PEPRA member contribution rates effective July 1, 2023, based on 50% of the total normal cost rate as of the June 30, 2021 valuation.

Rate Plan Identifier	Benefit Group Name	Basis for Current Rate		Rates Effective July 1, 2023			
		Total Normal Cost	Member Rate	Total Normal Cost	Change	Change Needed	Member Rate
27385	Miscellaneous PEPRA Level	13.735%	6.75%	15.43%	1.695%	Yes	7.75%

## Section 2

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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### **Risk Pool Actuarial Valuation Information**

**Section 2 may be found on the CalPERS website  
([www.calpers.ca.gov](http://www.calpers.ca.gov)) in the Forms and  
Publications section**



# CalPERS Announces Preliminary Net Investment Return of -6.1% for the 2021-22 Fiscal Year

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July 20, 2022

Communications & Stakeholder Relations

Contact: Megan White, Information Officer

(916) 795-3991 - [newsroom@calpers.ca.gov](mailto:newsroom@calpers.ca.gov)

## Challenging global public markets, strong private market returns lead to varied performance

**SACRAMENTO, Calif.** – Tumultuous global markets played a role in CalPERS' first loss since the global financial crisis of 2009, as the System today announced a preliminary -6.1% net return on investments for the 12-month period that ended June 30, 2022. Assets stood at \$440 billion at the end of the fiscal year.

"We've done a lot of work in recent years to plan and prepare for difficult conditions," said CalPERS Chief Executive Officer Marcie Frost. "Despite the market conditions and their impact on our returns, we're focused on long-term performance and our members can be confident that their retirement is safe and secure."

Volatile global financial markets, geopolitical instability, domestic interest rate hikes, and inflation all have had an impact on public market returns. CalPERS' investments in global public stocks returned -13.1%, while fixed income investments returned -14.5%. Public market investments make up roughly 79% of the CalPERS' total fund. CalPERS' private market investments fared much better, with private equity and real assets sectors returning 21.3% and 24.1%, respectively.

"This is a unique moment in the financial markets, and we've seen a deviation from some investing fundamentals," said CalPERS Chief Investment Officer Nicole Musicco. "For instance, our traditional diversification strategies were less effective than expected, as we

saw both public equity and fixed income assets fall in tandem. But despite a challenging year, we were able to outperform our total fund benchmark by 90 basis points and provide strong returns from our private market asset classes. These are bright spots that we can build on as we implement our new strategic asset allocation and increase our exposure to private market assets.”

Total fund annualized returns for the 5-year period ending June 30, 2022 stood at 6.7%, the 10-year period at 7.7%, the 20-year period at 6.9%, and 30-year period at 7.7%.

Asset Class	Net Rate of Return	Policy Benchmark
Total Fund	-6.1%	-7.0%
Public Equity	-13.1%	-13.2%
Fixed Income	-14.5%	-14.5%
Private Equity*	21.3%	8.3%
Real Assets*	24.1%	27.1%
Liquidity	0.3%	0.1%

\* Private market asset valuations lag one quarter and are as of March 31, 2022.

With CalPERS’ discount rate of 6.8% and this year’s preliminary return of -6.1%, the estimated overall funded status stands at 72%.

The official total fund performance numbers go through multiple layers of review and oversight. View the Total Fund and Benchmark Performance Calculation – Wilshire Associates (PDF) for more information.

CalPERS' 2021-22 final fiscal year investment performance will be calculated based on audited figures and will be reflected in contribution levels for the State of California and school districts in fiscal year 2023-24, and for contracting cities, counties, and special districts in fiscal year 2024-25.

The ending value of the fund is based on several factors and not investment performance alone. Contributions made to CalPERS from employers and employees, monthly payments made to retirees, investment fees, and the performance of its investments, among other

factors, all influence the ending total value of the PERF.

###

### **MEDIA ADVISORY**

What: Media availability to discuss fiscal year investment returns

Who: CalPERS CEO, CIO, senior investment office staff

When: Wednesday, July 20, at 10 a.m. PT.

Format: Credentialed media only; call 800-369-3154. Password: CalPERS

## About CalPERS

For more than eight decades, CalPERS has built retirement and health security for state, school, and public agency members who invest their lifework in public service. Our pension fund serves more than 2 million members in the CalPERS retirement system and administers benefits for more than 1.5 million members and their families in our health program, making us the largest defined-benefit public pension in the U.S. CalPERS' total fund market value currently stands at approximately \$442 billion. For more information, visit [www.calpers.ca.gov](http://www.calpers.ca.gov).

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Brandon Lopez, Park Supervisor**

**DATE: November 3, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD  
FOR THE SENIOR CENTER ROOF REPLACEMENT  
PROJECT**

**SUMMARY**

In July 2022, the District approved the 2022/23 annual budget and one of the capital projects slated for this fiscal year is the replacement of the Senior Center Roof. The roof was last replaced during the addition in 1982 and is showing wear. During budget workshops, this project was originally allocated \$100,000 from the capital budget. After further inspection, it was deemed there would need to be more work included in this project than originally planned. The additions to this project will increase the budget for this project to \$146,852.

**BACKGROUND**

This Capital Improvement Project was identified in the FY 2022/23 Capital Improvement Plan Budget. At the July 6, 2022 Board meeting, the Board appropriated capital funds in the amount of \$100,000 for the replacement of the roof located at the Senior Center.

The original building was built in 1969 and in 1982 an addition was built. The current roof has lasted approximately 40 years with minor repairs. Over the years staff and contractors have patched the roof a number of times. The roofing material on this building is made from concrete tiles that typically last 35 years. Many of the tiles have cracked or broke over the years. Cracked tiles allow water to enter below the tiles causing leaks and damage to the wood on the roof.

**ANALYSIS**

The District is responsible for the maintenance and upkeep of several buildings and roofs throughout the District. Staff contacted a roofing company to assess the current state of the roof located at the Senior Center. Currently the roof has numerous broken tiles that cannot be replaced (no longer made) and will need a replacement. The company identified several areas that require immediate attention (currently open and porous broken tiles) and other failing sections of the roof.

The systematic repair and maintenance of these required infrastructure items will extend their service life. This project will complete the repair and maintenance at this site and set a starting point for scheduled preventative maintenance practices.

Staff has elected to replace the concrete tile roof shingles with composition roof shingles. Changing the style of shingles will eliminate the edge shingle around the perimeter of the building. During the mandatory job walk on September 27, 2022, contractors recommended changing the design of the existing fascia board to accommodate the elimination of the edge shingle. This change to the original scope of work adds additional wood to the perimeter of the roof. After further examination it was determined much of the wood beneath the edge shingles was damaged

and in need of repair. The added fascia board will replace the damaged wood and create a cleaner finish to the improved roof. The change to the original scope of work will increase the overall cost to this project. Identifying this increase before the project starts will allow the Board to address the change and budget adjustment which could have caused delays to the project.

At the mandatory job walk, there were nine contractors in attendance. Proposals were submitted on October 6, 2022 and the District received two qualified bids.

<b>Contractor</b>	<b>Bid Amount</b>
Falcon Roofing	\$123,501
SBS Corp	\$199,000

The District has worked with both of the contractors that submitted bids on several projects. Staff is confident either contractor can complete this project. After reviewing each bid, Staff is recommending Falcon Roofing for this project as the low bidder.

Any contingency funds may be used for repairs that are not visible until the tile roof shingles are removed. Staff does not anticipate additional repairs for this project; however, knowing the age of this building, staff is requesting more than our normal 10% contingency. During the bid process, staff had the contractors provide unit pricing for wood to be replaced if needed, but not to exceed \$10,000. This will mitigate any delays to this project which could have an increased risk of weather delays due to the timing of this project.

If the Board votes to award the bid to Falcon Roofing, the project timeline will be as follows:

November 3, 2022 – Bid Award

December 12, 2022 – Estimated project start date

January 20, 2022 – Project completion

### **FISCAL IMPACT**

Funding for this project was allocated from the FY 2022-2023 Capital Budget. The Board originally allocated \$100,000 to the Senior Center Roof replacement. The action before the Board would authorize the General Manager to make a budget adjustment for \$46,851 bringing the total of this project to \$146,852 and authorize \$123,502 plus a \$23,350 contingency for a total budget not to exceed \$146,852. The Capital budget for 2022-2023 was adopted in the amount of \$862,500. Staff anticipates other projects in the Capital budget to be completed under budget allowing staff to allocate more funds to the Senior Center roof project without increasing the overall Capital Budget for 2022-2023. If additional funds are needed in excess of \$862,500, staff will request additional funds during mid-year budget adjustments.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 3.1: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

- A. Update the Capital Improvement Plan. As capital funding allows, execute, implement, and develop projects each year in accordance with the plan. Review and update the plan every two years as part of the Capital Budgeting process.



### **RECOMMENDATION**

It is recommended that the Board approve and authorize the General Manager to enter into an agreement between the District and Falcon Roofing for the removal and installation of a new roof on the Senior Center, not to exceed \$146,852.

### **ATTACHMENTS**

- 1) Bid Documents (23 pages)
- 2) Bid Abstract (1 page)

**BID FORM**

**FIRM NAME:** Falcon Roofing Company

**POINT OF CONTACT:** Mike Parrent

**ADDRESS:** 425 Constitution ave #D, Camarillo, Ca 93012

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**TELEPHONE NUMBER:** 805-484-7400

**FAX NUMBER:** 805-484-9200

**FOR THE**

**SENIOR CENTER ROOF PROJECT**

**SPEC NO SC-1**

**FISCAL YEAR 2022-23**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**BID FOR THE**  
**SENIOR CENTER ROOF PROJECT**  
**SPEC NO SC-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 “**SENIOR CENTER ROOF PROJECT, SPEC NO SC-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 “**SENIOR CENTER ROOF PROJECT, SPEC NO SC-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.

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

**KNOW ALL MEN BY THESE PRESENTS** that we FALCON ROOFING COMPANY  
as Principal, hereinafter referred to as "Contractor" and OLD REPUBLIC SURETY COMPANY  
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,  
hereinafter called the "District," in the sum of  
TEN PERCENT OF AMOUNT BID Dollars (\$ 10% OF BID ), for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents. The conditions of  
this obligation are such that whereas the Contractor submitted to the District a certain Bid, attached  
hereto and hereby made a part hereof, to enter into a contract in writing for the SENIOR CENTER\*,  
and will furnish all required certificates of insurance and bonds as required by the Contract.

\* ROOF PROJECT

**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 29TH day of SEPTEMBER, 2022, 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:

FALCON ROOFING COMPANY

(Contractor)

425 CONSTITUTION AVE. #D, CAMARILLO, CA 93012

(Address)

*[Signature]*  
(By)

Owner  
(Title)

ATTEST:

OLD REPUBLIC SURETY COMPANY  
(Surety)

14728 PIPELINE AVENUE #E, CHINO HILLS, CA 91709  
(Address)

*[Signature]*  
(By)

BRITTON CHRISTIANSEN, ATTORNEY-in-FACT  
(Title)



(To be filled in by Surety):

The rate of premium on this bond is \$ NONE per thousand.

The total amount of premium charged is \$ NONE

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





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

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

Britton Christiansen, Myrna Smith, Philip E. Vega, Kevin Vega of Covina, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

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

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of September, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner  
Assistant Secretary



Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

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

74 0061



Signed and sealed at the City of Brookfield, WI this 29TH day of SEPTEMBER, 2022.

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-06)

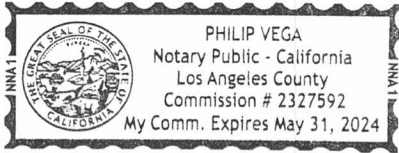
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of LOS ANGELES )  
On SEP 29 2022 before me, PHILIP VEGA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared BRITTON CHRISTIANSEN  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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



## INFORMATION REQUIRED OF BIDDERS

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

(Additional sheets may be attached if necessary.)

(1) Address: 425 Constitution ave #D, Camarillo, Ca 93012

(2) Telephone: 805-484-7400

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

(4) Contractor's State License Classification C39 Expiration date 6/30/2023

(5) Corporate organized under the laws of the State of: n/a

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

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

Charles M Parrent 1898 marco dr, Camarillo, Ca 93010

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(8) Number of years of experience as a Contractor in construction work. 35+

(9) List at least three (3) completed projects completed in the last 36 months:

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
<u>\$ 79,8740.00</u>	<u>Reroof and wood repairs</u>	<u>7/8/22</u>	<u>PVSD Mike Valdez 600 Temple, Camarillo, Ca 93010</u>

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
<u>\$ 13,634.00</u>	<u>roof 2 canopy</u>	<u>8/18/22</u>	<u>Conejo Valley USD, Ken Thomas, 750 Mitchell Rd, NP</u>

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
<u>\$ 74,562.00</u>	<u>gutters &amp; repairs</u>	<u>8/8/22</u>	<u>LVUSD, Julie Pescetto, 4111 Las Virgines Rd,</u>



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

Date of Inspection: Charles M Parrent  
9/27/22

(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 SENIOR CENTER ROOF PROJECT and indicate what part of the work will be done by each such Subcontractor.

NAME: NONE

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 SENIOR CENTER ROOF PROJECT.

NAME: NONE  
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 (x)

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

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

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

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

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

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

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

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

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

**(TO ACCOMPANY BID)**

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

**QUESTIONNAIRE**

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

Yes \_\_\_\_\_ No   X  

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

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

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**SENIOR CENTER ROOF PROJECT  
SPEC NO SC-1**

**BID SCHEDULE**

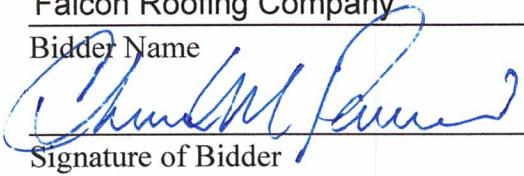
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Tear-off and haul away all existing roof material, nail removal, material disposal, dump fees.	77SQ	1	\$278.00	\$21,406.00	all roof sections
2.	Install Certaineed Landmark Series Shingles. (Color TBD)	63SQ	1	\$279.00	\$36,477.00	
3.	Install Certaineed Mountain Ridge High Profile hip and ridge shingles. (Color TBD)	164'	1	\$10.50	\$1,722.00	
4.	15 lb. ASTM underlayment	63 SQ	1	\$63.49	\$4,000.00	
5.	12 - O'Hagin roof vents	12	1	\$76.50	\$918.00	
6.	Replace fascia to specifications	356'	1	\$46.00	\$16,376.00	
7.	Install flat roof to specifications	14 SQ	1	\$3,043.00	\$42,602.00	includes 20 manf warranty
8.	Provide unit price for wood to be replaced. Not to exceed \$10,000	unknown	1sq ft	\$3.00 per SQ	unknown	plywood 1/2" CDX replacement per sq ft
9.						
10.						
11.						
12.						
13.						
14.						



ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
15.						
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
TOTAL BID AMOUNT IN FIGURES					\$ 126,511.00	
TOTAL BID AMOUNT IN WORDS _____						
one hundred and twenty six thousand, five hundred and eleven only						

Falcon Roofing Company

Bidder Name



Signature of Bidder

Dated 10/5/2022

## RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

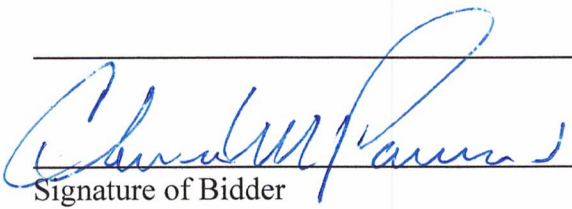
When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the 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.

Charles M Parrent dba Falcon Roofing Company

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
  
\_\_\_\_\_  
Signature of Bidder

Dated 10/5/2022

**CONTRACTOR LICENSE AFFIDAVIT**

STATE OF CALIFORNIA )  
COUNTY OF Ventura ) ss.

Charles M Parrent, being first duly sworn, deposes  
**Name**

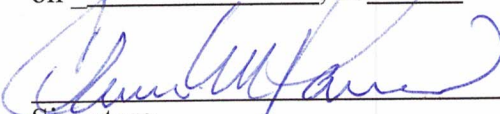
and says that he or she is Owner of Falcon Roofing Company,  
**Title** **Name of Firm**

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.

715753 C39  
**Contractor's State License Number and Classification**  
6/30/2023  
**License Expiration Date**

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

on Oct 5th, 20 22.  
Subscribed at: Camarillo, Ventura county Calif.  
(City and County, State)

  
Signature  
425 Consitution ave #D,  
camarillo, Ca 93012

715753 C39  
State License Number and Classification

Street Address City State Zip Code  
Telephone Number 805-484-7400



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.

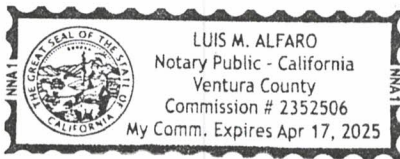
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Ventura )

On October 04, 2022, before me, Luis M. Alfaro, a Notary Public, personally appeared Charles M. Parrent, 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.

(Seal)



Signature [Handwritten Signature]

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

The undersigned declares:

I am the owner of Falcon Roofing Company, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10-5-2022 [date], at Camarillo [city], CA [state].

# **FALCON ROOFING COMPANY**

425 Constitution Ave. Suite D. Camarillo, Calif. 93012

Office: (805) 484-7400 Fax: (805) 484 - 9200

Calif. Contractor's License #715753

10/5/2022

Re: Addendums 1-3 for Senior Center Roof Project Spec No. SC-1

Received and attached

**JOB NAME: SENIOR CENTER ROOF SPEC NO. SC-1**

**ADDENDUM #1 TO CONTRACT FOR SENIOR CENTER ROOF PROJECT**

To all Bidders,

The provisions set forth on each page of this addendum shall hereby become an integral part of the contract to which it is attached with the same force and effect as if these changes had been entered directly on the original contract.

Only the provisions of the original contract noted hereon are modified by these provisions and then only to the extent noted. All provisions or portions of provisions in the original contract, which are not expressly modified by this addendum, shall remain in full force and effect.

**CHANGES/ADDITIONS:**

**Senior Center Roofing Specifications**

Certainteed Landmark Series Shingles. (Color TBD)

Certainteed Mountain Ridge High profile hip and ridge shingles.

15 lb. ASTM underlayment.

12 – O'Hagin roof vents.

Provide unit price for wood to be replaced. Not to exceed \$10,000.

**Flat roof**

Remove existing roof systems down to wood sheathing and haul away debris.

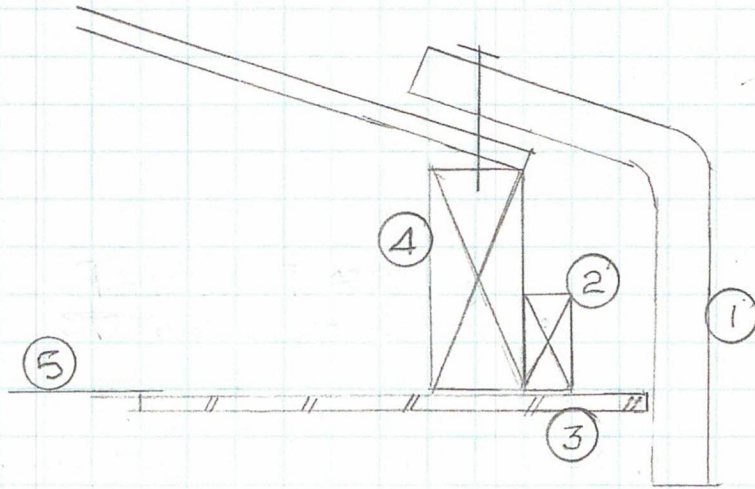
Mechanically fasten one (1) layer of 1.5" rigid insulation and appropriate pressure treated wood nailers at perimeters and base angles.

Mechanically attach one (1) layer of ¼" Secure Rock over entire flat roof sections.

Mechanically attach one (1) layer of Tremco 45 Mil. KEE Single Ply membrane over entire flat roof assembly as per Tremco long term warranty guidelines.

Provide manufactures Twenty (20) year QA warranty on completed roof system.

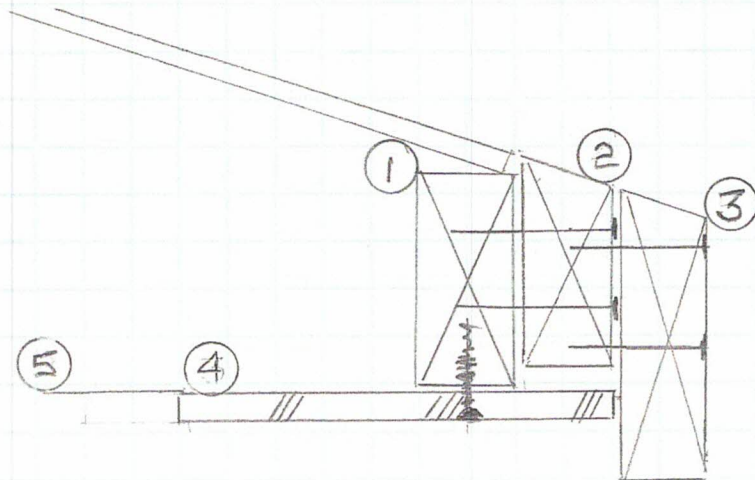




## EXISTING EYE DEMOLITION DETAIL

N.T.S.

1. REMOVE EXISTING CLAY EYE TILE AND DISCARD.
2. REMOVE EXISTING WOOD STRIP AND DISCARD.
3. REMOVE EXISTING 3/8" PLYWOOD STRIP AND DISCARD.
4. EXISTING 2"x4" WOOD FRAMING TO REMAIN.
5. EXISTING SOFFIT SCREEN TO REMAIN.



## NEW EAVE FASCIA DETAIL

NTS.

1. EXISTING 2"x4" FRAMING.
2. NEW DOUG FIR 2"x4" CUT TO SLOPE OF ROOF AND FASTENED w/ 2-16ds NAILS 24" O.C.
3. NEW 2"x6" SPRUCE FASCIA CUT TO SLOPE OF ROOF AND FASTENED w/ 2-16ds 24" O.C.
4. NEW 5 1/2" 15/32 PLYWOOD STRIP (ONE SIDE SANDED) SCREW FASTENED 12" O.C.
5. EXISTING SOFFIT SCREEN. SECURE AS NEEDED.

### NOTE:

ALL NEW EXPOSED WOOD TO BE PRIMED AND PAINTED BY ROOFING CONTRACTOR.

**JOB NAME: SENIOR CENTER ROOF SPEC NO. SC-1**

**ADDENDUM #2 TO CONTRACT FOR SENIOR CENTER ROOF PROJECT**

To all Bidders,

The provisions set forth on each page of this addendum shall hereby become an integral part of the contract to which it is attached with the same force and effect as if these changes had been entered directly on the original contract.

Only the provisions of the original contract noted hereon are modified by these provisions and then only to the extent noted. All provisions or portions of provisions in the original contract, which are not expressly modified by this addendum, shall remain in full force and effect.

**CHANGES/ADDITIONS:**

**Questions:**

Is the new fascia detail part of the base bid? Or are we doing it per unit pricing?

Response: Please include the new fascia detail as part of the base bid. The unit pricing is for wood repairs as needed.

Are we to run the Membrane roofing up and underneath the existing Parapet Wall and Metal Cap and are we to replace the Parapet Cap?

Response: Yes, the metal cap is to be removed and saved. The membrane should extend out and over the parapet wall. The existing metal cap is to be re-installed

Garland offers a comparable material to Tremco's 45 mil KEE membrane and they also offer the same services and warranty. I have attached the datasheet. Can this material be submitted as a substitution to Tremco's 45 mil membrane for the flat roof sections at the Senior Center?

Response: It is highly recommended the bidder adhere to the provided specifications. You are welcome to submit the material substitution as a bid alt as part of the bid packet for consideration.

Will these additional comments be sent out in an addendum?

Response: Yes



**JOB NAME: SENIOR CENTER ROOF SPEC NO. SC-1**

**ADDENDUM #3 TO CONTRACT FOR SENIOR CENTER ROOF PROJECT**

To all Bidders,

The provisions set forth on each page of this addendum shall hereby become an integral part of the contract to which it is attached with the same force and effect as if these changes had been entered directly on the original contract.

Only the provisions of the original contract noted hereon are modified by these provisions and then only to the extent noted. All provisions or portions of provisions in the original contract, which are not expressly modified by this addendum, shall remain in full force and effect.

**CHANGES/ADDITIONS:**

Updated Bid Schedule (2 pages)





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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Justin Kiraly, Administrative Services Manager**

**DATE: November 3, 2022**

**SUBJECT: CONSIDERATION OF SWITCHING RETIREMENT  
CONTRIBUTIONS FOR PART TIME EMPLOYEES  
FROM DISTRICT RUN 457 TO SOCIAL SECURITY**

**SUMMARY**

Currently, the District pays into a District run 457 retirement plan for part time employees. Staff recommends switching contributions from the 457 plan to the Federal Social Security program.

**BACKGROUND**

On July 1, 1963, Pleasant Valley Recreation and Park District entered into a Section 218 agreement with the State of California to provide Social Security coverage for full time employees. When the agreement was signed, part time employees were listed as an exempt class from Social Security coverage. At the time, employees not covered under Social Security were not explicitly required to have equivalent retirement coverage provided by their employer.

Section 3121 of the Internal Revenue Code was eventually amended in 1990. This section clarified that all employees must either be covered by Social Security, or a comparable employer provided pension. This pension must provide an annuity that must equal the same value the employee would receive if they were in the Social Security program. In addition, contributions to the District pension account must be 7.5%. This applies to all the District's part time employees.

Currently, there are 5 employees receiving annual benefits from the District run 457, with an annual payout of \$6,870.64. In addition to the 5 employees receiving benefits, the District currently has over 250 employees attached to the 457 plan.

**ANALYSIS**

District staff currently spend around 35-40 hours per year minimum on ensuring the requirements of the Internal Revenue Code are being fulfilled. This includes the time necessary to track each part time employee, as well as issuing checks as necessary.

Additionally, the District is required to contribute 7.5% of part time earnings to the pension account. This is 1.2% more than what the District would contribute if part time employees were enrolled in Social Security, which is a 6.2% contribution rate.

Currently, because part time employees are not reported on our Social Security reports, they do not receive Social Security credit for their service. This means that employees who work part time for the District who then move on to work a job covered by Social Security, will see those years worked with the District as \$0 in earnings when calculating Social Security average monthly earnings, resulting in lower payments. For example, a part time employee who works for the District for three years will need 38 instead of 35 years of service for maximum retirement payments.

Staff provided a letter and held a meeting with unrepresented part-time employees detailing how the change might affect them. Unrepresented part-time employees were made aware they would have the option to either switch or stay on the District run 457. The District is meeting with SEIU to determine if they are interested in this program as well. The timeline for this switch over to Social Security would be January 1, 2023, which follows the new tax year.

### **FISCAL IMPACT**

Switching part time employees to Social Security instead of the District provided 457 would save the District 1.2% of part time wages. In calendar year 2021, the District paid \$275,058.18 in part time wages. This resulted in a required contribution to the 457 account of \$20,629.36. However, if these employees were covered under Social Security, the contribution would only be \$17,053.61, a savings of \$3,575.76.

In addition, the District would save on time spent ensuring compliance, updating 457 contributions, and other necessary tasks. This time spent would allow for staff to engage in more projects during the year.

The District would also limit liability for future retiree payouts. The District is mandated to payout retirees until death, which requires the District to ensure the 457 is properly funded. By switching to Social Security, the District would have better ability to ensure future solvency.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 1.2: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

### **RECOMMENDATION**

It is recommended that the Board Approve:

Option #1: Switch part-time employee retirement enrollment from the District run 457 to Social Security for all new unrepresented employees and current employees who choose to opt into Social Security

**or**

Option #2: All part-time staff would remain on the District run 457.

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

**TO: BOARD OF DIRECTORS**

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

**DATE: November 3, 2022**

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD  
FOR THE RESURFACING OF THE TENNIS COURTS AT  
MISSION OAKS PARK**

**BACKGROUND**

Mission Oaks is a 20-acre park that was built in two phases with the first completed in 1993 and the second phase finalized in 1996. This park has many amenities - 3 softball fields, a dog park, 3 pavilions, a playground for 2-5 and 5-12-year old's along with six (6) lighted Tennis Courts. As part of last fiscal year's budget, the District converted the tennis court lights to L.E.D.

In July 2022, the District approved the 2022/23 annual budget to include capital projects. The Mission Oaks Park tennis courts resurfacing project was approved through the budgeting process and was allocated \$130,000 as these courts haven't been resurfaced since 2006.

The concrete on the six (6) tennis courts at Mission Oaks Park has been popping due to bad concrete from the initial pouring of the courts. In 2002, court one (1) was resurfaced with an acrylic concrete surfacer that was to stop the popping, but unfortunately it did not hold. In 2006 all the courts were resurfaced with an acrylic sealer and paint.

The surface is beginning to lose the acrylic coating. This results in a slippery playing surface that impacts both the enjoyment and the safety of the players. Staff has patched and painted the courts as needed for a quick fix to the concrete popping but they are now in need of a full resurfacing.

**ANALYSIS**

At the September 7, 2022 Board meeting, a Request for Bid and bid specifications for the resurfacing of the courts was approved. Staff held a mandatory job walk on September 21, 2022 and four (4) contractors attended. All bids were due on October 8, 2022 at 10:00 a.m. at which time staff opened the bids. The bids ranged from \$86,000 up to \$118,700 with the low bidder being Pacific Tennis Courts.

The breakdown of the four (4) bids staff received are shown in the below table.

<b>Vendor</b>	<b>Bid Amount</b>
Pacific Tennis Courts	\$86,000
Trueline Construction and Surfacing	\$88,461.40
SBS Corporation	\$99,900
TD Sports West	\$118,700

The tennis court resurfacing consists of two phases: repair and surfacing. In the first phase, the court is cleaned and inspected, and the vendor will repair all cracks and damages. Resurfacing a tennis court involves reconditioning the existing worn-out and damaged court structure as well as painting and resealing all six courts. Re-surfacing the tennis courts will provide safety of the players as well as transform its appearance and make it more functional again.

The project will start on January 2, 2023, with an approximate completion date of January 20, 2023.

### **FISCAL IMPACT**

Funding for this project was allocated from the FY 2022-2023 Capital Budget. The total expense for Pacific Tennis Courts is \$86,000 plus a 10% contingency of \$8,600 to bring the total to \$94,600. The District allocated \$130,000 from the capital budget for this project.

### **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 3.1: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

- A. Update the Capital Improvement Plan. As capital funding allows, execute, implement, and develop projects each year in accordance with the plan. Review and update the plan every two years as part of the Capital Budgeting process.

### **RECOMMENDATION**

It is recommended that the Board approve and authorize the General Manager to enter into an agreement between the District and Pacific Tennis Courts for the resurfacing of the six tennis courts located at Mission Oaks Park with a not to exceed budget of \$94,600.

### **ATTACHMENTS**

- 1) Bid Abstract (1 page)
- 2) Contract (29 pages)



**BID FORM**

**FIRM NAME:** Pacific Tennis Courts, Inc.

**POINT OF CONTACT:** Phil Carter

**ADDRESS:** 530 Los Angeles Ave., Suite 115-320, Moorpark, CA 93021

---

**TELEPHONE NUMBER:** (818) 991-7445

**FAX NUMBER:** (818) 706-1951

**FOR THE**

**Mission Oaks Resurfacing Tennis Courts PROJECT**

**SPEC NO. MOTC-1**

**FISCAL YEAR 2022-2023**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**BID FOR THE**  
**Mission Oaks Resurfacing Tennis Courts PROJECT**

**SPEC NO. \_MOTC-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 “**Mission Oaks Resurfacing Tennis Courts PROJECT, SPEC NO. MOTC-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 “**Mission Oaks Resurfacing Tennis Courts PROJECT, SPEC NO. MOTC-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**


**Mission Oaks Resurfacing Tennis Courts PROJECT  
SPEC NO. MOTC-1**

**BID SCHEDULE**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	High Pressure wash all 6 courts	1	1	8600.00	8600.00	
2.	Grind high edges caused by raising of concrete	1	1	8600.00	8600.00	
3.	Remove raised hollow area of concrete slab where rebar is too close to slab surface	1	1	8600.00	8600.00	
4.	Cut out rebar and fill void with cement modifier	1	1	8600.00	8600.00	
5.	Repair cracks and spalls with acrylic Crack Patch by SportMaster	1	1	8600.00	8600.00	
6.	Squeegee 1 coat Acrylic Resurfacer with #90 silica sand	1	1	8600.00	8600.00	
7.	Squeegee 1 coat SportMaster Acrylic Texture System with #90 silica sand	1	1	8600.00	8600.00	
8.	Squeegee 1 coat SportMaster color system with no silica sand paint to match existing colors	1	1	8600.00	8600.00	
9.	Paint 2-inch play lines White	1	1	8600.00	8600.00	
10.	Caulking: Remove existing material in center expansion joints and install self-leveling caulking	1	1	8600.00	8600.00	
11.						
12.						
13.						
14.						

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
15.						
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
TOTAL BID AMOUNT IN FIGURES					\$ 86,000.00	
TOTAL BID AMOUNT IN WORDS <u>Eighty Six Thousand Dollars</u>						

PACIFIC TENNIS COCART INC, PHIL CARTER  
Bidder Name

  
Signature of Bidder

Dated 10-5-22

**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.

Pacific Tennis Courts, Inc.  
\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
  
\_\_\_\_\_  
Signature of Bidder

Dated October 5, 2022

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

**KNOW ALL MEN BY THESE PRESENTS** that we Pacific Tennis Courts, Inc.  
as Principal, hereinafter referred to as "Contractor" and American Contractors Indemnity Company  
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,  
hereinafter called the "District," in the sum of  
Ten Percent of the Total Amount Bid Dollars (\$ 10%), 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 \_\_\_\_\_  
Mission Oaks Resurfacing Tennis Court Project, Spec No. MOTC-1

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their  
several seals this 4th day of October, 2022, 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:

Pacific Tennis Courts, Inc.  
(Contractor)  
530 Los Angeles Ave., Suite 115-320  
(Address)  
Moorpark, CA 93021



[Signature]  
(By)  
PRESIDENT  
(Title)

ATTEST:

American Contractors Indemnity Company  
(Surety)

801 S. Figueroa Street, Suite 700  
(Address)

Los Angeles, California 90017

[Signature]  
(By)  
Christina Rogers, Attorney-in-Fact  
(Title)



(To be filled in by Surety):

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

The total amount of premium charged is \$ N/A

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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

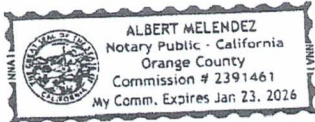
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On OCT 04 2022, before me, Albert Melendez, Notary Public,  
personally appeared Christina Rogers

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE [Signature]

PLACE NOTARY SEAL ABOVE

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

**Description of attached document**

Title or type of document: \_\_\_\_\_

\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_

# California All-Purpose Certificate of Acknowledgment

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

State of California

County of Ventura } s.s.

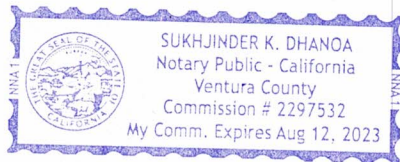
On 10/5/2022 before me, Sukhjinder Kaur Dhanoa, Notary Public,  
Name of Notary Public, Title

personally appeared Philip Carter  
Name of Signer (1)

Name of Signer (2)  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



[Signature]  
 Signature of Notary Public

[Signature] Seal

**OPTIONAL INFORMATION**

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

**Description of Attached Document**

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bid Bond

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information
<b>Method of Signer Identification</b> 1 Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
<b>Other</b> <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____





POWER OF ATTORNEY

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

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

Erik Johansson, James W. Johnson, Jennifer Anaya, Melissa Lopez, Nataly Salas, Albert Melendez, Christina Johnson or Christina Rogers of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\* UNLIMITED \*\*\*\*\* Dollars (\*\*\*\$UNLIMITED\*\*\*). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

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

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

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

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 4th day of October, 2022.

Corporate Seals
Bond No. Bid Bond
Agency No. 19261 - PDF POA



[Signature]
Kio Lo, Assistant Secretary





## SURETY BOND SEAL ADDENDUM

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

In response to the logistical issues associated with the Covid-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized the Attorneys-in-Fact named on the Power of Attorney attached hereto and incorporated herein by reference to affix the Companies' seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by such Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1<sup>st</sup> day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company,  
United States Surety Company and U.S. Specialty Insurance Company



By: Frank Mester  
Frank Mester, Vice President

## INFORMATION REQUIRED OF BIDDERS

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

(Additional sheets may be attached if necessary.)

- (1) Address: 530 Los Angeles Ave., Suite 115-320, Moorpark, CA 93021
- (2) Telephone: (818) 991-7445
- (3) Type of Firm: Corporation  
(Individual, Partnership, or Corporation)
- (4) Contractor's State License Classification 980738 Expiration date 1/31/2023
- (5) Corporate organized under the laws of the State of: California
- (6) Is 51% or more of the business owned by: American Indian ( ), Asian ( ), Black ( ), Hispanic ( ), Female ( ), Other (Specify) No.
- (7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.  
Phil Carter - 534 Park Springs Ct., Oak Park, CA 91377  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (8) Number of years of experience as a Contractor in construction work. 40+

(9) List at least three (5) completed projects completed in the last 24 months:

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
<u>\$ 60,747.44</u>	<u>BB Resurfacing</u>	<u>4/2022</u>	<u>City of Oxnard - 305 West Third Street Oxnard, CA 93030 Nathan Barreras - 805-385-7828</u>
<u>\$ 53,588.00</u>	<u>BB Resurfacing</u>	<u>8/2022</u>	<u>City of Oxnard - 305 West Third Street Oxnard, CA 93030 Nathan Barreras - 805-385-7828</u>
<u>\$ 115,200.00</u>	<u>TC Resurfacing</u>	<u>8/2022</u>	<u>W.D. Gott Construction Ryan Nilson - 909-982-8951</u>



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

NAME: N/A  
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   X  

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

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



**CONTRACTOR LICENSE AFFIDAVIT**

STATE OF CALIFORNIA )  
COUNTY OF Ventura ) ss.

Phil Carter, being first duly sworn, deposes  
**Name**

and says that he or she is President of Pacific Tennis Courts, Inc.,  
**Title** **Name of Firm**

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

980738 - A, B, C8  
**Contractor's State License Number and Classification**  
1/31/2023  
**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 980738 - A, B, C8  
State License Number and Classification

530 Los Angeles Ave., Suite 115-320 Moorpark CA 93021  
Street Address City State Zip Code

Telephone Number (818) 991-7445





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

The undersigned declares:

I am the President of Pacific Tennis Courts, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/5/2022 [date], at Moorpark [city], California [state].

# **PACIFIC TENNIS COURTS, INC.**

530 Los Angeles Avenue, Suite 115-320, Moorpark, CA 93021 Phone (818) 991-7445 Fax (818) 706-1951

## PACIFIC TENNIS COURTS, INC. Resolutions Pertaining to Corporate Authority

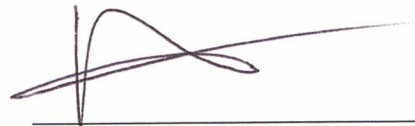
The Undersigned is the President and Secretary of PACIFIC TENNIS COURTS, INC. The undersigned certifies that the Board of Directors adopted the following resolutions and its meeting on February 26, 2019:

WHEREAS, the corporation negotiates, submits bids, and enters into contracts for construction projects; and

NOW, THEREFORE, BE IT Resolved, that this company is authorized to submit bids and proposals, and enter into contracts for construction projects; and

RESOLVED FURTHER, that the officers of this Company and in particular, PHILIP CARTER, JR, as President and Secretary of the Corporation, is hereby authorized and directed to prepare, and execute on behalf of the company any necessary documentation, agreements, bids and proposals which may be necessary to complete this transaction.

I hereby certify the foregoing is a true and accurate representation of the resolutions adopted by the Board on February 26, 2019.



PHILIP CARTER, JR, President

## 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 "Mission Oaks Resurfacing Tennis Courts PROJECT, SPEC NO. MOTC-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 Engineer, 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-One (21) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, 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 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 \_\_\_\_\_, 2022

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

ATTEST:

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

Dated \_\_\_\_\_, 2022

**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:

**Mission Oaks Resurfacing Tennis Courts PROJECT**

**SPEC NO. MOTC-1**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
TELEPHONE

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

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

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

**Labor Code Section 3700**

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

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

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

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

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

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

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**CONTRACTOR**

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

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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.)

**8. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:**

- A. Chair Kelley
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Ad Hoc Committees – City of Camarillo Liaison, Miracle League, Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report
- I. Board Members