

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
January 4, 2023**

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/86106010479>**
 - Webinar ID: 861 0601 0479**
 - 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 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 have elapsed your microphone will be muted, and the next speaker will be invited to speak.

5:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #729

1. CALL TO ORDER

A. Recess to Closed Session

B. Closed Session

1) Conference with Labor Negotiations

The Board will conduct a closed session, pursuant to Government Code section 54957.6, with the General Manager, Human Resources Specialist, Administrative Analyst, and District counsel, the District's negotiators, regarding labor negotiations with: (a) Service Employees

International Union, Local 721, representing the District's employees, and (b) all other unrepresented employees.

C. Reconvene into Regular Meeting

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

5. PRESENTATIONS

A. District Highlights

6. PUBLIC COMMENT - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to 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.

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

A. Minutes for Regular Board Meeting of December 1, 2022 and Special Board Meetings of November 15 and December 15, 2022

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

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

C. Financial Reports

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

D. Consideration and Adoption of Resolution No. 728 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 January 5th, 2023 through February 1st, 2023 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361

Adoption of Resolution No. 728 will allow continuation of the use of teleconference meeting procedures for another 30-day period.

E. Consideration and Approval for Bid Specifications for Fencing and Lighting at Freedom Park Dog Park

There will need to be two separate Request for Proposals released for this project: one for fencing and one for lighting.

F. Consideration and Approval of a Two-Year Extension for the Landscape Maintenance Service Contract between the District and Natural Green Landscape Inc.

This contract will expire February 15, 2023, unless the District and Natural Green Landscape Inc. agree to extend the contract for an additional two (2) years with District Board approval.

G. Consideration and Approval to Accept the Phase 2 Portion of the Somis Farm Workers Project Quimby Funds

The District has received the phase 2 portion of the Quimby Funds for Somis Farm Workers Project.

H. Consideration and Approval of the Request for Proposals for the Operation of Pickleball Programming on District Lands

District staff want to ensure that with the future Freedom Park Pickleball Complex, the District can meet community demand and ensure that players of all ages, abilities, and socioeconomic background are welcome.

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval for Staff to Work with Camrosa Water District to Move Forward with an Installation of a Well Located at Calleguas Creek Park

The Well Siting Study conducted by Hopkins Groundwater Consultant in 2022 evaluated 10 specific well sites where it may be feasible to produce up to 1,500 gallons per minute.

Suggested Actions: Provide direction to work with Camrosa Water District and bring back an agreement to install a well located at Calleguas Creek Park

B. Consideration and Approval of Bid Award for Community Center Sewer Line Replacement

After further inspection, it has been determined that the sewer lines are failing more frequently, requiring the lines to be replaced.

Suggested Action: A MOTION to consider and authorize the General Manager to enter into an agreement between the District and JTEC Corporation for the installation of a new sewer line at the Community Center not to exceed the budget of \$49,500.

C. Consideration and Approval of Bid Award for the Lead and Asbestos Removal at the Freedom Park Pool

Once all the Lead and Asbestos have been mediated, the demolition phase will start, and staff will be able to start the next phase of this project.

Suggested Action: A MOTION to Approve and authorize the General Manager to enter into an agreement between the District and VenTerra Environmental Inc. for the removal of the Lead and Asbestos at the Freedom Park Pool not to exceed the budget of \$68,482.

D. Board Member Committee Assignments for 2023

The Board Chair will present committee assignments for the calendar year 2023.

Suggested Action: No action needed.

9. 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 Magner
- 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, Personnel
- F. Ad Hoc Committees – Miracle League
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report
- I. Board Members

10. ADJOURNMENT

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

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

**Pleasant Valley Recreation and Park District
Administrative Building, Room #6
Minutes of Special Meeting
November 15, 2022**

5:30 P.M.

SPECIAL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

4. ADOPTION OF 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
Accept
Agenda as
Presented**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

5. OPEN COMMUNICATIONS/PUBLIC FORUM

Lori Bean of Camarillo called in to request that the Board create a page on the PVRPD website that is dedicated to the Community Service Organization (CSO) programs. Ms. Bean stated that it is difficult to find any clear policy or criteria regarding becoming a CSO and that the District needs to address its obligation to serve all of its constituents.

6. NEW ITEMS – DISCUSSION/ACTION

A. Consideration of 2022 Fee Study and Cost Recovery Analysis and Approval of Resolution No. 726 Adopting a Cost Recovery Policy

General Manager Mary Otten introduced Terry Madsen with ClearSource Financial Consulting who provided the PowerPoint presentation. The current cost recovery analysis indicates that, in aggregate, 9% of District operating costs are currently recovered from user fees and charges. This number is based on the FY 2021/2022 budget. The industrywide average for generated revenue as a percentage of operating expenditures is about 23% but this can vary widely. The proposed community service organization rate schedule was discussed and compared to an average market rate of approximately \$19-\$20/hr. Reserved CSO facility use should be grouped in the 21-40% cost recovery rate because the programs are similar to District provided programs like aquatics, sports, camps and classes.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to approve Resolution No. 726 adopting a Cost Recovery Policy for use as a guide to implement fee and charge adjustments in the related program categories AND direct changes to the District’s Master Fee Schedule including direction regarding initial adjustments and direction regarding pre-scheduled multi-year pattern of adjustment to fees and charges (Year 1, 5% adjustment increase; Year 2, 2% additional increase to the Year 1 adjustment; Year 3, 2% additional increase to the Year 2 adjustment for a total of 9% over the next 3 years) with an implementation date of July 1, 2023 with the exception that the implementation of the \$3.00 per parking spot for those who charge for parking become effective January 1, 2023.

Motion to Approve Reso #726, Cost Recovery Policy and Fee Schedule

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

7. ADJOURNMENT

Chair Kelley adjourned the meeting at 7:11 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Elaine Magner
Chair**

**Pleasant Valley Recreation and Park District
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
December 1, 2022**

6:00 P.M.

REGULAR MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: All but Director Dransfeldt who was absent

4. AMENDMENTS TO THE AGENDA

General Manager Mary Otten requested that Item 5.A. FT Employee Recognition be removed.

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

Voting was as follows:

Ayes: Magner, Malloy, Roberts, Chair Kelley

Noes:

Absent: Dransfeldt

Motion: Carried

**Motion to
Approve the
Agenda as
Amended**

Carried

5. PRESENTATION

A. FT Employee Recognition

This item was removed.

6. PUBLIC COMMENT

None.

7. CONSENT AGENDA

A. Minutes for Regular Board Meeting of November 3, 2022

B. Warrants, Accounts Payable & Payroll

C. Financial Reports

D. Consideration and Adoption of Resolution No. 727 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 December 5th, 2022 through January 3rd, 2023 Pursuant to the Ralph M. Brown Act as Amended by Assembly Bill No. 361

E. Consideration for Entering into a Consent to Enter Agreement with Dish Wireless at Mission Oaks Park for Soil Drilling to Design a Cell Tower Foundation

F. Consideration and Approval to Authorize the General Manager to Sign to Accept the City of Camarillo Community Funding Agreement for the 2022 Camarillo Christmas Parade

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

Motion to Approve Consent Agenda

Voting was as follows:

Ayes: Magner, Malloy, Roberts, Chair Kelley

Noes:

Absent: Dransfeldt

Carried

Motion: Carried

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of Bid Award for the Demolition of the Freedom Park Pool

Park Services Manager Bob Cerasuolo presented a recommendation for a bid award for the demolition of the Freedom Park pool.

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve and authorize the General Manager to enter into an agreement between the District and Standard Demolition Inc. for the demolition of the Freedom Park Pool not to exceed the budget of \$126,179.

Motion to Approve Bid from Standard Demolition Inc for Freedom Pool Demo

Voting was as follows:

Ayes: Magner, Malloy, Roberts, Chair Kelley

Noes:

Absent: Dransfeldt

Motion: Carried

Carried

B. Approval of 2023 Part Time Salary Schedule with Minimum Wage Impact

Human Resources Specialist Kathryn Drewry presented the part time salary schedule. There was a correction noted on page 169 that the top end of the 2023 proposed rate for an Administrative Services Worker should be listed at \$50 and not \$18.60 to remain consistent with the current rates.

Chair Kelley called for motion. A motion was made by Director Magner and seconded by Director Roberts to approve the 2023 part time salary schedule with minimum wage impact.

Motion to Approve 23 PT Salary Schedule

Voting was as follows:

Ayes: Magner, Roberts, Malloy, Chair Kelley

Noes:

Absent: Dransfeldt

Motion: Carried

Carried

C. Consideration and Approval of Employment Agreement Between the District and General Manager

Human Resources Specialist Kathryn Drewry presented a revised employment agreement which would extend General Manager Mary Otten’s contract until November 30, 2027.

Chair Kelley called for motion. A motion was made by Director Magner and seconded by Director Malloy to approve the employment agreement between the District and Mary Otten to serve as the District’s General Manager for another five years.

Motion to Approve GM Contract

Voting was as follows:

Ayes: Magner, Malloy, Roberts, Chair Kelley

Noes:

Absent: Dransfeldt

Carried

Motion: Carried

D. Consideration, Selection and Vote for a LAFCo Special District Alternate and Regular Member

Administrative Analyst Dylan Gunning presented a consideration for voting for special district alternate and regular members for LAFCo.

Chair Kelley called for motions. A motion was made by Director Magner and seconded by Director Roberts to approve Doug Nickles for LAFCo’s special district regular member.

Motion to Approve Doug Nickles for LAFCo

Voting was as follows:

Ayes: Magner, Roberts, Malloy, Chair Kelley

Noes:

Absent: Dransfeldt

Carried

Motion: Carried

A motion was made by Director Roberts and seconded by Director Malloy to approve Bev Dransfeldt for LAFCo’s special district alternate member.

Motion to Approve Bev Dransfeldt for LAFCo

Voting was as follows:

Ayes: Roberts, Malloy, Magner, Chair Kelley

Noes:

Absent: Dransfeldt

Carried

Motion: Carried

9. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. Chair Kelley

B. Ventura County Special District Association/California Special District Association – VCSDA – Director Magner – No report. CSDA - Director Magner – No report.

C. Ventura County Consolidated Oversight Board – No report.

D. Santa Monica Mountains Conservancy – No report.

E. Standing Committees – Finance – Director Malloy stated that there was an increase in revenue from more classes and rentals, along with turf mitigation rebates. Personnel – Director Magner stated that the GM contract was discussed.

F. Ad Hoc Committees – Miracle League – No report.

G. Foundation for Pleasant Valley Recreation and Parks – Director Magner stated that \$400 was raised from the pup pics for the Howl-o-ween event. The Wonderland of Wreaths fundraiser is now live at pvrpdfoundation.org with a deadline of 1pm on Saturday, Dec 5.

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 Malloy mentioned Charlotte Craven's 36 years of service to the community as a councilmember since she is stepping down this year.

10. ADJOURNMENT

Chair Kelley adjourned the meeting at 6:58 p.m.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Elaine Magner
Chair

**Pleasant Valley Recreation and Park District
Administrative Building, Room #6
Minutes of Special Meeting
December 15, 2022**

5:30 P.M.

SPECIAL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

4. ADOPTION OF 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
Accept
Agenda as
Presented**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

5. OPEN COMMUNICATIONS/PUBLIC FORUM

No comments.

6. NEW ITEMS – DISCUSSION/ACTION

A. Installation of Elected District Board Members

Administrative Analyst and Clerk of the Board Dylan Gunning administered an oath of office for Directors Robert Kelley and Elaine Magner who were re-elected in the November 2022 general elections. Director Kelley will represent Division 2 and Director Magner will represent Division 4.

B. Selection of Chair, Vice-Chair and Secretary for the 2023 Board of Directors

Chair Kelley opened up the floor for nominations for the positions of Chair, Vice-Chair and Secretary for the 2023 Board of Directors.

1. Nominations for the Position of Board Chair

Chair Kelley called for a motion. A motion was made by Director Malloy and seconded by Director Dransfeldt to approve Director Magner as Chair for the calendar year 2023.

**Motion to
Approve
Director
Magner as
Board Chair**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

2. Nominations for the Position of Vice Chair

Chair Kelley called for a motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to nominate Director Dransfeldt for the position of Vice Chair.

A motion was also made by Director Magner and seconded by Director Malloy to nominate Director Malloy for the position of Vice Chair.

Roll was called for the nomination of Director Dransfeldt for the position of Vice Chair.

Voting was as follows:

Ayes: Roberts, Dransfeldt

Noes: Magner, Malloy, Chair Kelley

Absent:

Motion: Failed

Motion to Approve Director Malloy as Vice Chair

Roll was called for the nomination of Director Malloy for the position of Vice Chair.

Voting was as follows:

Ayes: Magner, Malloy, Chair Kelley

Noes: Dransfeldt, Roberts

Absent:

Motion: Carried

Carried

3. Nominations for the Position of Secretary

Chair Kelley called for a motion. A motion was made by Director Magner and seconded by Director Malloy to nominate Director Dransfeldt for the position of Secretary.

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Motion to Approve Director Dransfeldt as Secretary

Carried

7. ADJOURNMENT

Chair Kelley adjourned the meeting at 5:42 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Elaine Magner
Chair**

CASH REPORT

| | 11/30/2022 | 11/30/2021 |
|----------------------------------|------------------------|------------------------|
| | Balance | Balance |
| Restricted Funds | | |
| Debt Service - Restricted | \$ 141,175.20 | \$ 135,446.70 |
| 457 Pension Trust Restricted | \$ 68,694.87 | \$ 83,842.62 |
| Quimby Fee - Restricted | \$ 1,100,848.46 | \$ 279,894.87 |
| Ventura County Pool - Restricted | \$ 5,645,496.22 | \$ 3,799,731.62 |
| Park Impact Fees | \$ 173,377.10 | \$ 158.40 |
| FCDP Checking | \$ 13,601.16 | \$ 13,601.16 |
| Total | \$ 7,143,193.01 | \$ 4,312,675.37 |

| | | |
|------------------------------------|------------------------|------------------------|
| Semi-Restricted Funds | | |
| Assessment | \$ 439,984.99 | \$ 255,579.08 |
| Capital Reserves | \$ 500,000.00 | \$ 235,791.48 |
| Capital - Vehicle Replacement | \$ 49,843.80 | \$ 79,843.80 |
| Capital - Designated Project | \$ 230,484.00 | \$ - |
| LAIF - Capital | \$ 1,330,318.77 | \$ 2,072,215.45 |
| PacWest/CalCLASS - Capital | \$ 1,336,084.06 | \$ - |
| 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 |
| Total | \$ 4,709,052.71 | \$ 3,224,429.81 |

| | | |
|-------------------------------------|------------------------|------------------------|
| Unrestricted Funds | | |
| Contingency | \$ 1,499,633.15 | \$ 12,244.18 |
| LAIF/Cal Trust - Contingency | \$ - | \$ 1,682,152.19 |
| General Fund Checking | \$ 250,706.72 | \$ 241,863.33 |
| Total | \$ 1,750,339.87 | \$ 1,936,259.70 |

| | | |
|---------------------------|-------------------------|------------------------|
| Total of all Funds | \$ 13,602,585.59 | \$ 9,473,364.88 |
|---------------------------|-------------------------|------------------------|

| | 12/15/2022 | 12/31/2021 |
|----------------------------------|------------------------|------------------------|
| | Balance | Balance |
| Restricted Funds | | |
| Debt Service - Restricted | \$ 141,175.20 | \$ 270,233.18 |
| 457 Pension Trust Restricted | \$ 68,694.87 | \$ 83,851.08 |
| Quimby Fee - Restricted | \$ 1,098,392.15 | \$ 467,398.59 |
| Ventura County Pool - Restricted | \$ 5,645,496.22 | \$ 3,302,728.10 |
| Park Impact Fees | \$ 173,377.10 | \$ 165,364.20 |
| FCDP Checking | \$ 13,601.16 | \$ 13,601.16 |
| Total | \$ 7,140,736.70 | \$ 4,303,176.31 |

| | | |
|------------------------------------|------------------------|------------------------|
| Semi-Restricted Funds | | |
| Assessment | \$ 422,084.13 | \$ 835,397.13 |
| Capital Reserves | \$ 500,000.00 | \$ 645,010.49 |
| Capital - Vehicle Replacement | \$ 49,843.80 | \$ 79,843.80 |
| Capital - Designated Project | \$ 230,484.00 | \$ - |
| LAIF - Capital | \$ 1,330,318.77 | \$ 2,072,848.18 |
| PacWest/CalCLASS - Capital | \$ 1,336,084.06 | \$ - |
| 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 |
| Total | \$ 4,691,151.85 | \$ 4,214,099.60 |

| | | |
|-------------------------------------|------------------------|------------------------|
| Unrestricted Funds | | |
| Contingency | \$ 999,633.15 | \$ 4,697,261.04 |
| LAIF/Cal Trust - Contingency | \$ - | \$ - |
| General Fund Checking | \$ 323,179.72 | \$ 99,389.65 |
| Total | \$ 1,322,812.87 | \$ 4,796,650.69 |

| | | |
|---------------------------|-------------------------|-------------------------|
| Total of all Funds | \$ 13,154,701.42 | \$ 13,313,926.60 |
|---------------------------|-------------------------|-------------------------|

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

| | Date | Amount | |
|--------------------------|--------------------|----------------------|-------------------------------|
| Accounts Payables: | 11/30/2022 | \$ 205,626.56 | |
| | Total | \$ 205,626.56 | |
| Payroll (Total Cost): | 11/10/2022 | \$ 155,764.99 | |
| | 11/23/2022 | \$ 149,395.69 | |
| | Total | \$ 305,160.68 | |
| Outgoing:Online Payments | | | |
| | 11/1/2022 | \$ 35,062.85 | PERS Health Insurance Premium |
| | 11/8/2022 | \$ 16,301.73 | CALPERS - Ret PR 11/10/2022 |
| | 11/1/2022 | \$ 3,126.36 | Guardian |
| | 11/1/2022 | \$ 542.10 | VSP |
| | 11/1/2022 | \$ 2,064.08 | Hartford |
| | 11/21/2022 | \$ 16,314.14 | CALPERS- Ret-PR-11/23/22 |
| | Total | \$ 73,411.26 | |
| | Grand Total | \$ 584,198.50 | |

Bank Reconciliation

Board Audit

User: cwebster
 Printed: 12/07/2022 - 11:05AM
 Date Range: 11/01/2022 - 11/30/2022
 Systems: 'AP'



| Check No. | Vendor/Employee | Transaction Description | Date | Amount |
|---|-------------------------------|------------------------------------|------------|-----------|
| Fund: 10 General Fund | | | | |
| Department: 00 Non Departmentalized | | | | |
| 25736 | ANA GUTIERREZ | GUTIERREZ, A: CLEANING DEP R | 11/03/2022 | 300.00 |
| 25745 | VENTURA COUNTY MANAGEMEN | VC MANAGEMENT COUNCIL: PEI | 11/03/2022 | 150.00 |
| 25746 | VENTURA COUNTY ROSE SOCIET | VC ROSE SOCIETY: CLEANING DI | 11/03/2022 | 50.00 |
| 25758 | RIO MESA HIGH SCHOOL | RIO MESA HIGH SCHOOL: REFUN | 11/09/2022 | 9.50 |
| 25776 | MICHAEL SARUWATARI | SARUWATARI, M: CLEANING DEP | 11/17/2022 | 450.00 |
| Total for Department: 00 Non Departmentalized | | | | 959.50 |
| Department: 03 Recreation | | | | |
| 0 | AMAZON | AMAZON: SPECIAL EVENT SUPPI | 11/03/2022 | 648.59 |
| 0 | AMAZON | AMAZON: GREEN ENVELOPES | 11/17/2022 | 106.46 |
| 0 | US BANK | US BANK: CAL CARD STMT OCT 2 | 11/09/2022 | 4,410.45 |
| 0 | ESTELA LIZARRAGA | LIZARRAGA, E: CLASSES OCT 202 | 11/03/2022 | 832.00 |
| 0 | JOHN SOFER | SOFER, J: OCT 2022 MILEAGE REI | 11/03/2022 | 22.50 |
| 0 | KALEEN GAGE | GAGE, K: MILEAGE REIMB - OCT | 11/09/2022 | 3.75 |
| 0 | KATLYN SIMBER-CLICKENER | SIMBER-CLICKENER, K: OCT 2022 | 11/03/2022 | 13.13 |
| 0 | LANNY BINNEY | BINNEY, L: MILEAGE REIMB OCT | 11/03/2022 | 10.00 |
| 0 | MACY TRUEBLOOD | TRUEBLOOD,M: OCT 2022 MILEA | 11/03/2022 | 101.25 |
| 0 | MARK TUSLER | TUSLER, M: DRUM CLASS 2022-10 | 11/17/2022 | 85.80 |
| 0 | MELANIE BURKE | BURKE, M: HOLIDAY CAKE DECC | 11/09/2022 | 596.05 |
| 0 | NICHOLAS CASTRO | CASTRO, N: MILEAGE REIMB - OC | 11/09/2022 | 20.00 |
| 0 | PATRICIA J. BOLLAND | BOLLAND, P: JAZZERCISE CLASS | 11/03/2022 | 708.50 |
| 25728 | ALL GOOD DRIVING SCHOOL, INC | ALL GOOD DRIVING: SEPT 2022 - | 11/03/2022 | 32.90 |
| 25737 | DANIEL E. HOWARD | HOWARD, D: JU-JITSU SEPT 2022 | 11/03/2022 | 586.30 |
| 25739 | BRYAN MONKA | MONKA,B: SEPT 2022 SOCCER CL | 11/03/2022 | 656.50 |
| 25744 | UNITED STATES POSTAL SERVICE | USPS: BULK PERMIT# 109 / ACTIV | 11/03/2022 | 5,507.33 |
| 25748 | DUNCAN YOUNG | YOUNG,D: GYMNASIIC CLASSES | 11/03/2022 | 1,053.00 |
| 25749 | YOUTH EVOLUTION ACTIVITIES | YOUTH EVOLUTION: BASKETBA | 11/03/2022 | 765.05 |
| 25753 | ALL GOOD DRIVING SCHOOL, INC | ALL GOOD DRIVING SCHOOL: 1 F | 11/09/2022 | 32.90 |
| 25763 | BINGO WEST #4 | BINGO WEST #4: BINGO SUPPLIE | 11/17/2022 | 925.03 |
| 25772 | BRYAN MONKA | MONKA: SOCCER CLASSES OCT 2 | 11/17/2022 | 815.10 |
| 25773 | LUCILE B. MOSIER | MOSIER, L: TENNIS CLASS OCT 2 | 11/17/2022 | 1,462.50 |
| 25780 | AUDREY WALZER | WALZER, A: YOGA CLASSES | 11/17/2022 | 2,356.25 |
| Total for Department: 03 Recreation | | | | 21,751.34 |
| Department: 04 Parks | | | | |
| 0 | ARAMSCO INC. | ARAMSCO: MOP /URINAL SCREE | 11/17/2022 | 3,376.69 |
| 0 | CITY OF CAMARILLO | CITY OF CAMARILLO: SVC DATE | 11/03/2022 | 32,120.95 |
| 0 | E.J.HARRISON AND SONS, INC. | E J HARRISON: OCT 2022 BILLING | 11/03/2022 | 4,459.31 |
| 0 | GRAINGER | GRAINGER: LINEAR LED BULB / I | 11/03/2022 | 3,508.58 |
| 0 | GRAINGER | GRAINGER: LED BULB / DUSTER | 11/17/2022 | 1,158.00 |
| 0 | LINCOLN AQUATICS | LINCOLN AQUATICS: MINI BULK | 11/03/2022 | 978.44 |
| 0 | SOCAL GAS COMPANY | SCG: BILLING PERIOD 2022-9/23 - | 11/02/2022 | 3,011.41 |
| 0 | SOUTHERN CALIF EDISON COMP. | SCE: SVC DATE 2022-9/22 - 10/23 / | 11/02/2022 | 6,330.50 |
| 0 | SOUTHERN CALIF EDISON COMP. | SCE: SVC DATE 2022-10/3 - 11/1/ P | 11/14/2022 | 7,205.03 |
| 0 | SOUTHERN CALIF EDISON COMP. | SCE: SVC DATE 2022-10/14 - 11/14 / | 11/28/2022 | 4,850.42 |
| 0 | SPRINT | SPRINT: BILL PERIOD 2022-9/12 - 1 | 11/03/2022 | 255.53 |
| 0 | UNITED SITE SERVICES OF CA IN | UNITED SITE: ADA & STD RR/BIL | 11/17/2022 | 550.24 |

| Check No. | Vendor/Employee | Transaction Description | Date | Amount |
|---|-----------------------------|---------------------------------|------------|------------|
| 0 | US BANK | US BANK: CAL CARD STMT OCT : | 11/09/2022 | 3,932.28 |
| 0 | WATER & SANITATION SERVICES | WATER & SANITATION: SVC PERI | 11/17/2022 | 814.56 |
| 0 | WEX BANK | WEX BANK: FUEL PURCHASES O | 11/03/2022 | 6,326.45 |
| 0 | ARMANDO MADERA | MADERA, A: REIMB BOOTS | 11/17/2022 | 400.00 |
| 0 | JASON ENGLAND | ENGLAND, J: WORK PANTS REIM | 11/03/2022 | 200.00 |
| 25729 | B & B DO IT CENTER | B&B: TOOLS TO MOUNT AMBER 1 | 11/03/2022 | 1,037.42 |
| 25730 | BATTERIES PLUS BULBS 320 | BATTERIES PLUS: 6 V LITHIUM / (| 11/03/2022 | 50.61 |
| 25732 | BIGBRAND TIRE & SERVICE | BIGBRAND: BOB CAT TIRES | 11/03/2022 | 1,210.48 |
| 25733 | CALIFORNIA ELECTRIC COMPAN | CALIFORNIA ELECTRIC CO: REPA | 11/03/2022 | 668.00 |
| 25734 | CITY OF OXNARD-CITY TREASUR | CITY OF OXNARD: RECYCLING S | 11/03/2022 | 136.52 |
| 25735 | COUNTY OF VENTURA | COUNTY OF VENTURA: AUG 2022 | 11/03/2022 | 12.50 |
| 25741 | PHOENIX GROUP INFORMATION ; | PHOENIX GROUP: ADMIN PCSC A | 11/03/2022 | 341.02 |
| 25742 | SITEONE LANDSCAPE SUPPLY LL | SITEONE: VALVE / NOZZLE/ FREE | 11/03/2022 | 661.17 |
| 25745 | VENTURA COUNTY MANAGEME | VC MANAGEMENT COUNCIL: PEI | 11/03/2022 | 134.00 |
| 25747 | VENTURA COUNTY STAR | VC STAR: NOTICE CALLING FOR | 11/03/2022 | 620.20 |
| 25755 | CRESTVIEW MUTUAL WATER CO. | CRESTVIEW: BILLING PERIOD 20 | 11/09/2022 | 58.08 |
| 25756 | KASTLE KARE | KASTLE KARE: GOPHER SVC OCT | 11/09/2022 | 600.00 |
| 25757 | PEACH HILL SOILS INC. | PEACH HILL SOILS: SEED TOPPE | 11/09/2022 | 38.07 |
| 25759 | SITEONE LANDSCAPE SUPPLY LL | SITEONE: UPGRADE EGPI CONTR | 11/09/2022 | 2,413.13 |
| 25761 | AMERICAN RESOURCE RECVY | AMERICAN RESOURCE RECVY: C | 11/17/2022 | 947.39 |
| 25762 | B & B DO IT CENTER | B&B: FAUCET & SINK TOOL / PIPE | 11/17/2022 | 562.79 |
| 25764 | CAMROSA WATER DISTRICT | CAMROSA: BILLING PERIOD 2022 | 11/17/2022 | 16,193.66 |
| 25766 | COAST CART INC. | COAST CART: BELTS FOR E-2 CAI | 11/17/2022 | 165.29 |
| 25767 | COUNTY OF VENTURA | COUNTY OF VENTURA: FACILITY | 11/17/2022 | 1,664.17 |
| 25768 | DIAL SECURITY | DIAL SECURITY: SVC DATE 2022- | 11/17/2022 | 319.00 |
| 25771 | LEVI'S LOCK & SECURITY | LEVI'S LOCK & SECURITY: KEYS | 11/17/2022 | 770.80 |
| 25775 | NAPA AUTO PARTS | NAPA: BATTERY CORE DEPOSIT | 11/17/2022 | 389.82 |
| 25777 | SITEONE LANDSCAPE SUPPLY LL | SITEONE: GLOBE & CHECK VALV | 11/17/2022 | 843.92 |
| 25779 | THE FINISH LINE | FINISH LINE: SHIRTS/CAP/UNIFOI | 11/17/2022 | 583.68 |
| 25782 | THE FINISH LINE | THE FINISH LINE: JACKETS/SHIR | 11/29/2022 | 708.74 |
| Total for Department: 04 Parks | | | | 110,608.85 |
| Department: 05 Administration | | | | |
| 0 | ALESHIRE & WYNDER LLP | ALESHIRE & WYNDER: LEGAL SE | 11/17/2022 | 4,691.50 |
| 0 | AMAZON | AMAZON: OFFICE SUPPLIES | 11/03/2022 | 315.84 |
| 0 | CULLIGAN OF VENTURA COUNT | CULLIGAN: TICKET # 802818002; § | 11/03/2022 | 89.75 |
| 0 | SPECTRUM BUSINESS | SPECTRUM: SVC DATE 2022-10/17 | 11/03/2022 | 17.08 |
| 0 | US BANK | US BANK: CAL CARD STMT OCT : | 11/09/2022 | 3,125.02 |
| 0 | WATER & SANITATION SERVICES | WATER & SANITATION: SVC PERI | 11/17/2022 | 0.75 |
| 0 | ANA CERROS | CERROS, A: MILEAGE REIMB - OC | 11/09/2022 | 8.75 |
| 25731 | BAY ALARM | BAY ALARM: SECURITY MONITO | 11/03/2022 | 330.00 |
| 25751 | ACCU-PRINTS/M&L PARTNERSHII | ACCU-PRINT: ROLLING FEE - PAS | 11/09/2022 | 15.00 |
| 25752 | ADVANTAGE TELECOM/A+WIREI | ADVANTAGE TELECOM: INTERNI | 11/09/2022 | 1,496.95 |
| 25754 | ALLCONNECTED, INC. | ALLCONNECTED: NOVEMBER 20 | 11/09/2022 | 3,562.84 |
| 25765 | CENTERS FOR FAMILY HEALTH | CENTERS FOR FAMILY HEALTH: § | 11/17/2022 | 320.00 |
| 25769 | J. THAYER COMPANY | J THAYER: OFFICE SUPPLIES | 11/17/2022 | 279.38 |
| 25770 | KONICA MINOLTA | KONICA MINOLTA: MONTHLY MA | 11/17/2022 | 55.35 |
| 25774 | MOSS,LEVY & HARTZHEIM | MOSS, LEVY & HARTZHEIM: AUI | 11/17/2022 | 3,500.00 |
| 25778 | CODY SWANSON | SWANSON, C: 9/24/2022 HIKE/ 202 | 11/17/2022 | 87.50 |
| Total for Department: 05 Administration | | | | 17,895.71 |
| Total for Fund:10 General Fund | | | | 151,215.40 |

| Check No. | Vendor/Employee | Transaction Description | Date | Amount |
|---|-----------------------------|------------------------------|------------|-----------|
| Fund: 20 Assessment Fund | | | | |
| Department: 00 Non Departmentalized | | | | |
| 0 | BRIGHTVIEW LANDSCAPE SERVI | BRIGHTVIEW LANDSCAPE: OCT 2 | 11/03/2022 | 26,635.58 |
| 25740 | NATURAL GREEN LANDSCAPES, I | NATURAL GREEN: OCT 2022 MON | 11/03/2022 | 16,332.61 |
| 25760 | WEST COAST ARBORISTS INC. | WCA: PINE REMOVAL / BOB KILD | 11/09/2022 | 8,573.38 |
| Total for Department: 00 Non Departmentalized | | | | 51,541.57 |
| Total for Fund:20 Assessment Fund | | | | 51,541.57 |

| Check No. | Vendor/Employee | Transaction Description | Date | Amount |
|--|-----------------------------|------------------------------|------------|----------|
| Fund: 30 Park Dedication Fund | | | | |
| Department: 00 | | | | |
| 25738 | LAUTERBACH & ASSOCIATES, IN | LAUTERBACH: SVC DATE 2022-9/ | 11/03/2022 | 2,322.19 |
| 25747 | VENTURA COUNTY STAR | VC STAR: NOTICE CALLING FOR | 11/03/2022 | 547.40 |
| | | | | 2,869.59 |
| Total for Department: 00 | | | | 2,869.59 |
| | | | | 2,869.59 |
| Total for Fund:30 Park Dedication Fund | | | | 2,869.59 |

| Check No. | Vendor/Employee | Transaction Description | Date | Amount |
|-----------|-----------------|-------------------------|------|------------|
| | | Grand Total | | 205,626.56 |

| Developer | Project | | | Quimby Funds | | | GL Code | | | |
|--------------------------------|---------|---------------|--|-----------------|-----------------|------------------|-----------------|-----------|----------------|-----------------|
| | No. | Location | Description | Budgeted | Expended | Awarded | | Balance | Committed Date | Allocation Date |
| 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 |
| TOTALS | | | | \$ 720,600.00 | \$ 615,709.00 | \$ - | \$ - | | | |
| 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 | \$ - | \$ 1,746,367.92 | 11/7/2018 | | |
| Public Hearing 7/3/19 | 3 | PVAC | PVAC Restrooms and Showers | \$ 500,000.00 | \$ 647,336.74 | \$ - | \$ 1,334,739.05 | | | 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 | \$ - | \$ - | \$ - | \$ - | | | |
| ELACORA MISSION OAKS | | | | \$ 1,910,000.00 | \$ 1,894,525.49 | \$ 2,649,209.00 | \$ 355,964.21 | | 8/8/2021 | |
| Budget Allocation 11/5/2020 | 1 | Encanto | PG Equipment Installation | \$ - | \$ 189,887.74 | \$ - | \$ 2,649,209.00 | | | |
| | 2 | Arnell Rch Pk | Arnell Ranch Park Renovation | \$ 1,500,000.00 | \$ 1,496,641.96 | \$ - | \$ 2,459,321.26 | 11/3/2016 | | 8464 |
| | 3 | | Pickleball | \$ 1,400,000.00 | \$ 34,155.58 | \$ - | \$ 928,523.72 | 11/5/2020 | | 8493 |
| | 4 | | Camarillo Nature Center | \$ 300,000.00 | \$ - | \$ - | \$ 928,523.72 | | | |
| | 5 | | Freedom Park Landscape and Walking Path | \$ - | \$ - | \$ - | \$ 928,523.72 | | | |
| | | | Freedom Baseball Fields | \$ - | \$ - | \$ - | \$ 928,523.72 | | | |
| KB HOMES | | | | \$ 3,200,000.00 | \$ 1,720,685.28 | \$ 474,353.00 | \$ 928,523.72 | | 8/10/2021 | |
| Public Hearing 7/5/2018 | 1 | Valle Lindo | Valle Lindo RR/Pavillion* | \$ 425,000.00 | \$ 32,368.30 | \$ - | \$ 441,984.70 | | | 8444 |
| Public Hearing 7/5/2018 | 2 | Mel Vincent | Mel Vincent Park Restrooms | \$ 139,500.00 | \$ 166,253.78 | \$ - | \$ 275,730.92 | | | 8460 |
| Public Hearing 7/5/2018 | 3 | Nancy Bush | Nancy Bush Pavillion | \$ 65,000.00 | \$ 31,537.74 | \$ - | \$ 244,193.18 | | | 8447 |
| | 4 | | Community Center Classroom and Auditorium Enhancements | \$ - | \$ - | \$ - | \$ 244,193.18 | | | |
| | 5 | | Dos Caminos Expansion and ADA | \$ - | \$ - | \$ - | \$ 244,193.18 | | | |
| CRESTVIEW | | | | \$ 629,500.00 | \$ 230,159.82 | \$ 21,612.25 | \$ 244,193.18 | | 6/7/2023 | |
| | | | | \$ - | \$ - | \$ 21,612.25 | \$ 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 Phase 1 | | | | \$ - | \$ - | \$ 347,625.00 | \$ 347,625.00 | | 8/5/2027 | |
| | | | | \$ - | \$ - | \$ - | \$ 347,625.00 | | | |
| Somis Ranch Phase 2 | | | | \$ - | \$ - | \$ 278,100.00 | \$ 278,100.00 | | 10/20/2027 | |
| | | | | \$ - | \$ - | \$ - | \$ 278,100.00 | | | |
| Grand Total | | | | \$ 6,460,100.00 | \$ 4,461,079.59 | \$ 10,499,187.40 | \$ 6,038,107.81 | | | |

California CLASS

| Investment Name | Jun-21 | Jul-21 | Aug-21 | Sep-21 | Oct-21 | Nov-21 | Dec-21 | Jan-22 | Feb-22 |
|-------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| California CLASS | | | | | | | | | |
| | | | | | | | | | |
| | Mar-22 | Apr-22 | May-22 | Jun-22 | Jul-22 | Aug-22 | Sep-22 | Oct-22 | Nov-22 |
| California CLASS | | | | | 1.51% | 2.36% | 2.61% | 3.10% | 3.80% |

Ventura County Pool

| Investment Name | Jun-21 | Jul-21 | Aug-21 | Sep-21 | Oct-21 | Nov-21 | Dec-21 | Jan-22 | Feb-22 |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Ventura County Pool | 0.36% | 0.33% | 0.31% | 0.32% | 0.31% | 0.30% | 0.31% | 0.33% | 0.38% |
| | | | | | | | | | |
| | Mar-22 | Apr-22 | May-22 | Jun-22 | Jul-22 | Aug-22 | Sep-22 | Oct-22 | Nov-22 |
| Ventura County Pool | 0.41% | 0.56% | 0.67% | 0.87% | 1.31% | 1.60% | 1.78% | 1.97% | 2.34% |

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

| Investment Name | Jun-21 | Jul-21 | Aug-21 | Sep-21 | Oct-21 | Nov-21 | Dec-21 | Jan-22 | Feb-22 |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Local Agency Investment Fund (LAIF) | 0.26% | 0.33% | 0.22% | 0.21% | 0.20% | 0.20% | 0.21% | 0.23% | 0.28% |
| | | | | | | | | | |
| | Mar-22 | Apr-22 | May-22 | Jun-22 | Jul-22 | Aug-22 | Sep-22 | Oct-22 | Nov-22 |
| Local Agency Investment Fund (LAIF) | 0.37% | 0.52% | 0.68% | 0.86% | 1.09% | 1.28% | 1.51% | 1.77% | 2.01% |

Pacific Western Bank

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

**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: January 4, 2023

SUBJECT: FINANCE REPORT NOVEMBER 2022

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH NOVEMBER 30, 2022

The District's Statements of Revenues and Expenditures for the period of November 1, 2022 through November 30, 2022 with a year-to-date comparison for the period of November 1, 2021 through November 30, 2021 are attached. The percentage rate used is 41.7% for Period 5 of the current fiscal year.

REVENUES

Total revenue including the 5th month ending November 30, 2022 for Fund 10 (General Fund) has an overall increase of \$392,575.99 in comparison to fiscal year 2021-2022. The variance from the prior year includes a 1) increase in various Public Fees (5510-5520) of \$89,193.02, 2) Rebates (5574) received in the amount of \$152,042.00, and 3) increase in Interest Earnings (5310) in the amount of \$26,954.54 over the same period last year. The increase in Public Fees is due to COVID-19 pandemic restrictions and regulations being lessened, allowing for more public use of District resources. The District received Turf Mitigation rebates. The increase in Interest Earnings is a combination of higher interest rates compared to last year as well as the new California CLASS investment account.

Total revenue for Fund 20 (Assessment District) was \$114,800.62. This amount is an early portion of collected Assessment taxes. Assessment tax revenue is mainly distributed to the District around mid-December and April.

Total revenue for Fund 30, the Park Dedication/Quimby Fund, was \$1,866.72. There was \$1,866.72 of interest collected.

Total revenue for Fund 40, the Park Impact Fees Fund, was \$523.16. This amount is from interest.

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 \$206,244.60.

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

Fund 10 Service and Supply Expenditures show an increase of \$172,772.26 in comparison to the same period last year. This increase is partially due to the updated Reserve Policy, allocating \$135,203 in funds to be set aside.

Adjusting for the new reserves, the increase in Services and Supplies year to date is \$37,569.26. This increase includes Insurance Liability (6410) being \$26,540 more than this time last year, increase in Grounds Maintenance (6710) of \$15,131.60 and Water Maintenance (6350) of \$2,083.58 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 \$16,439.39 for budgeted items being completed early in the fiscal year. However, we have seen a reduction in other areas, such as Legal Services (7110) being \$16,078.39 less and Instructor Services (4120) being \$6,868.78 less than last year, among other reductions.

Fund 10 Capital Expenditures shows an increase of \$133,059.6 in comparison to the same period last year. This increase is due to only one small capital project invoice paid at this point last year.

Fund 10 Total Expenditures year to date are \$120,711.16 more compared to this point last year.

Fund 20 Expenditures are 41.99% of budget in Personnel and 60.76% of budget in Services and Supplies as of this month. The high percent in Services and Supplies is due to the annual payment for the COP Debt at PV Fields.

Fund 30 Expenditures were \$5,325.90 this month for one invoice for Pickleball.

Fund 40 has no Expenditures for this month.

Fund 50 has Personnel Expenses of \$3,181.37 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 65.38%, Fund 20 by 39.73%, Fund 30 by 98.95%, and Fund 50 by 58.23%. Fund 40 had no budget and no expenses.

RECOMMENDATION

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

ATTACHMENTS

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

- 3) Financial Statement of Revenue and Expenditures as of November 30, 2022, Fund 30
(1 page)
- 4) Financial Statement of Revenue and Expenditures as of November 30, 2022, Fund 40
(1 page)
- 5) Financial Statement of Revenue and Expenditures as of November 30, 2022, Fund 50
(1 page)

General Ledger
Fund 10 General Fund
November 2022 41.7%

| Description | Account | Period Amount | One Year Prior Actual | Year to Date | Budget | Budget Remaining | % of Budget Used |
|------------------------------|-----------|----------------------|------------------------|------------------------|------------------------|------------------------|------------------|
| Revenue | | | | | | | |
| Tax Apportionment | 5110-5210 | \$ - | \$ (43,636.56) | \$ (38,918.21) | \$ (7,634,345.00) | \$ (7,595,426.79) | 0.51% |
| Interest Earnings | 5310 | \$ (19,131.28) | \$ (4,514.38) | \$ (31,468.92) | \$ (9,893.00) | \$ 21,575.92 | 318.09% |
| Assessment Revenue | 5500 | \$ - | \$ - | \$ (433.44) | \$ - | \$ 433.44 | - |
| Park Patrol Citations | 5506 | \$ (422.10) | \$ (213.59) | \$ (1,302.84) | \$ (1,500.00) | \$ (197.16) | 86.86% |
| Bingo - Primary Revenue | 5508 | \$ (1,599.00) | \$ (5,795.25) | \$ (8,022.05) | \$ (14,400.00) | \$ (6,377.95) | 55.71% |
| Excess Bingo Revenue | 5509 | \$ (338.00) | \$ (2,653.60) | \$ (8,096.00) | \$ - | \$ 8,096.00 | - |
| Contract Classes-Public Fees | 5510 | \$ 3,064.08 | \$ (74,376.67) | \$ (70,838.46) | \$ (131,313.00) | \$ (60,474.54) | 53.95% |
| Public Fees | 5511 | \$ 2,562.64 | \$ (46,838.67) | \$ (136,082.90) | \$ (300,001.00) | \$ (163,918.10) | 45.36% |
| Public Fees-Entry Fees | 5520 | \$ (1,893.00) | \$ (15,623.00) | \$ (19,110.00) | \$ (25,840.00) | \$ (6,730.00) | 73.96% |
| Vending Concessions | 5525 | \$ - | \$ (367.32) | \$ (952.25) | \$ (1,450.00) | \$ (497.75) | 65.67% |
| Rental | 5530 | \$ (5,626.11) | \$ (163,523.68) | \$ (155,806.90) | \$ (338,717.00) | \$ (182,910.10) | 46.00% |
| Cell Tower Revenue | 5535 | \$ (9,044.12) | \$ (45,797.63) | \$ (44,923.67) | \$ (100,800.00) | \$ (55,876.33) | 44.57% |
| Parking Fees | 5540 | \$ 1,126.53 | \$ (7,400.28) | \$ (7,923.84) | \$ (9,600.00) | \$ (1,676.16) | 82.54% |
| Activity Guide Revenue | 5555 | \$ - | \$ (1,700.00) | \$ (3,000.00) | \$ (10,000.00) | \$ (7,000.00) | 30.00% |
| Special Event | 5561 | \$ - | \$ - | \$ 105.00 | \$ - | \$ (105.00) | - |
| Staffing Cost Recovery | 5563 | \$ 2,987.50 | \$ (10,578.25) | \$ (10,309.50) | \$ (58,352.00) | \$ (48,042.50) | 17.67% |
| Special Event Permits | 5564 | \$ 400.00 | \$ (700.00) | \$ (300.00) | \$ - | \$ 300.00 | - |
| Security Services - Recovery | 5566 | \$ (381.00) | \$ (486.00) | \$ (2,431.00) | \$ - | \$ 2,431.00 | - |
| Contributions | 5570 | \$ - | \$ (50,000.00) | \$ (60,000.00) | \$ (72,000.00) | \$ (12,000.00) | 83.33% |
| Rebates Received | 5574 | \$ - | \$ - | \$ (152,042.00) | \$ - | \$ 152,042.00 | - |
| Other Misc Revenue | 5575 | \$ (924.48) | \$ (32,882.53) | \$ (124,378.98) | \$ (33,400.00) | \$ 90,978.98 | 372.39% |
| Incentive Income | 5585 | \$ (20.46) | \$ (426.81) | \$ (797.88) | \$ (1,700.00) | \$ (902.12) | 46.93% |
| Reimbursement - ROPS | 5600 | \$ - | \$ (78,706.69) | \$ (101,763.06) | \$ (200,000.00) | \$ (98,236.94) | 50.88% |
| Revenue | | \$ 29,238.80 | \$ 586,220.91 | \$ 978,796.90 | \$ 8,943,311.00 | \$ 7,964,514.10 | 10.94% |
| YTD Comparison | | | | \$ 392,575.99 | | | |
| Personnel | | | | | | | |
| Full Time Salaries | 6100 | \$ 199,258.27 | \$ 886,888.81 | \$ 1,003,651.59 | \$ 2,669,312.00 | \$ 1,665,660.41 | 37.60% |
| Overtime Salaries | 6101 | \$ 1,558.21 | \$ 4,848.65 | \$ 6,956.29 | \$ 26,785.00 | \$ 19,828.71 | 25.97% |
| Car Allowance | 6105 | \$ 830.74 | \$ 4,569.07 | \$ 4,569.07 | \$ 10,800.00 | \$ 6,230.93 | 42.31% |
| Cell Phone Allowance | 6108 | \$ 1,140.14 | \$ 5,674.77 | \$ 6,234.77 | \$ 15,960.00 | \$ 9,725.23 | 39.06% |
| Part-Time Salaries | 6110 | \$ 22,482.70 | \$ 161,333.88 | \$ 195,858.32 | \$ 549,670.00 | \$ 353,811.68 | 35.63% |
| Retirement | 6120 | \$ 32,231.79 | \$ 149,469.48 | \$ 166,222.57 | \$ 466,365.00 | \$ 300,142.43 | 35.64% |
| 457 Pension | 6121 | \$ 485.37 | \$ 6,284.74 | \$ 18,278.52 | \$ 7,000.00 | \$ (11,278.52) | 261.12% |
| Deferred Compensation | 6125 | \$ 387.84 | \$ 1,869.29 | \$ 1,952.90 | \$ 4,895.00 | \$ 2,942.10 | 39.90% |
| Employee Insurance | 6130 | \$ 27,744.10 | \$ 102,535.66 | \$ 119,000.05 | \$ 372,401.00 | \$ 253,400.95 | 31.95% |
| Workers Compensation | 6140 | \$ 13,008.56 | \$ 60,318.58 | \$ 66,220.86 | \$ 222,963.00 | \$ 156,742.14 | 29.70% |
| Unemployment Insurance | 6150 | \$ 1,132.00 | \$ 39.41 | \$ 1,132.00 | \$ 15,000.00 | \$ 13,868.00 | 7.55% |
| Loan - Pension Obligation | 6160 | \$ - | \$ 8,548.94 | \$ 2,924.63 | \$ 132,893.00 | \$ 129,968.37 | 2.20% |
| PERS Unfunded Liability | 6170 | \$ - | \$ 501,541.00 | \$ 508,376.00 | \$ 565,994.00 | \$ 57,618.00 | 89.82% |
| Personnel | | \$ 300,259.72 | \$ 1,893,922.28 | \$ 2,101,377.57 | \$ 5,060,038.00 | \$ 2,958,660.43 | 41.53% |
| YTD Comparison | | | | \$ 207,455.29 | | | |
| Services and Supplies | | | | | | | |
| Telephone/Internet | 6210 | \$ 1,764.43 | \$ 8,648.45 | \$ 7,926.70 | \$ 23,132.00 | \$ 15,205.30 | 34.27% |
| Internet Services | 6220 | \$ 7,125.68 | \$ 11,417.00 | \$ 27,848.47 | \$ 61,125.00 | \$ 33,276.53 | 45.56% |
| IT Infrastructure | 6230 | \$ - | \$ 539.62 | \$ - | \$ 2,000.00 | \$ 2,000.00 | 0.00% |
| Computer Hardware/Software | 6240 | \$ 3,629.59 | \$ 2,806.81 | \$ 26,087.30 | \$ 60,534.00 | \$ 34,446.70 | 43.10% |
| Pool Chemicals | 6310 | \$ 978.44 | \$ 1,557.39 | \$ 2,315.27 | \$ 8,250.00 | \$ 5,934.73 | 28.06% |
| Janitorial Supplies | 6320 | \$ 3,376.69 | \$ 9,851.01 | \$ 18,349.48 | \$ 48,408.00 | \$ 30,058.52 | 37.91% |
| COVID-19 Supplies | 6321 | \$ - | \$ 80.44 | \$ - | \$ 1,000.00 | \$ 1,000.00 | 0.00% |
| Kitchen Supplies | 6330 | \$ - | \$ - | \$ 46.18 | \$ 1,200.00 | \$ 1,153.82 | 3.85% |
| Food Supplies | 6340 | \$ 859.82 | \$ 560.80 | \$ 3,023.50 | \$ 14,850.00 | \$ 11,826.50 | 20.36% |
| Water Maint & Service | 6350 | \$ 89.75 | \$ 195.00 | \$ 2,368.33 | \$ 1,265.00 | \$ (1,103.33) | 187.22% |
| 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 | \$ - | \$ 34.30 | \$ 24.54 | \$ 1,000.00 | \$ 975.46 | 2.45% |
| Fuel | 6510 | \$ 6,706.39 | \$ 18,563.95 | \$ 25,860.93 | \$ 73,590.00 | \$ 47,729.07 | 35.14% |
| Vehicle Maintenance | 6520 | \$ 4,045.58 | \$ 10,943.52 | \$ 18,138.59 | \$ 35,400.00 | \$ 17,261.41 | 51.24% |
| Building Maintenance | 6600 | \$ - | \$ - | \$ 24.14 | \$ - | \$ (24.14) | - |
| Building Repair | 6610 | \$ 4,753.95 | \$ 9,371.21 | \$ 27,155.68 | \$ 85,500.00 | \$ 58,344.32 | 31.76% |
| HVAC | 6620 | \$ - | \$ - | \$ 1,451.01 | \$ 8,820.00 | \$ 7,368.99 | 16.45% |
| Playground Maintenance | 6630 | \$ 72.69 | \$ 772.20 | \$ 3,301.00 | \$ 40,000.00 | \$ 36,699.00 | 8.25% |
| Grounds Maintenance | 6710 | \$ 5,435.24 | \$ 26,044.93 | \$ 47,290.54 | \$ 81,420.00 | \$ 34,129.46 | 58.08% |
| Tree Care | 6719 | \$ - | \$ - | \$ 1,168.49 | \$ 30,000.00 | \$ 28,831.51 | 3.89% |
| Park Amenities - Assess | 6722 | \$ (983.65) | \$ - | \$ 9,825.21 | \$ - | \$ (9,825.21) | - |
| Fee Schedule | 6727 | \$ - | \$ - | \$ - | \$ 13,050.00 | \$ 13,050.00 | 0.00% |
| Contracted Pest Control | 6730 | \$ 600.00 | \$ - | \$ 2,400.00 | \$ 3,000.00 | \$ 600.00 | 80.00% |
| Rubbish & Refuse | 6740 | \$ 5,793.22 | \$ 29,064.66 | \$ 30,587.32 | \$ 79,830.00 | \$ 49,242.68 | 38.32% |
| Vandalism/Theft | 6750 | \$ 133.99 | \$ - | \$ 590.79 | \$ 500.00 | \$ (90.79) | 118.16% |
| Memberships | 6810 | \$ - | \$ 12,590.00 | \$ 14,192.82 | \$ 15,047.00 | \$ 854.18 | 94.32% |
| Office Supplies | 6910 | \$ 338.35 | \$ 4,922.51 | \$ 1,962.04 | \$ 25,020.00 | \$ 23,057.96 | 7.84% |

General Ledger
Fund 10 General Fund
November 2022 41.7%

| Description | Account | Period Amount | One Year Prior Actual | Year to Date | Budget | Budget Remaining | % of Budget Used |
|--------------------------------|---------|----------------------|--------------------------|--------------------------|------------------------|------------------------|------------------|
| Postage Expense | 6920 | \$ 5,507.33 | \$ 6,467.45 | \$ 11,907.50 | \$ 18,640.00 | \$ 6,732.50 | 63.88% |
| Advertising Expense | 6930 | \$ - | \$ 900.00 | \$ 147.38 | \$ 3,490.00 | \$ 3,342.62 | 4.22% |
| Printing Charges | 6940 | \$ 55.35 | \$ 2,773.75 | \$ 2,881.18 | \$ 8,935.00 | \$ 6,053.82 | 32.25% |
| Bank & Registration Fees | 6950 | \$ 164.95 | \$ 42,101.60 | \$ 1,367.95 | \$ 3,920.00 | \$ 2,552.05 | 34.90% |
| Approp Redevel/Collection Fees | 6960 | \$ - | \$ - | \$ - | \$ 552,000.00 | \$ 552,000.00 | 0.00% |
| Minor Furn Fixture & Equip | 6980 | \$ - | \$ 602.79 | \$ 522.82 | \$ 1,137.00 | \$ 614.18 | 45.98% |
| Fingerprint Fees (HR) | 7010 | \$ 79.00 | \$ 284.00 | \$ 820.00 | \$ 3,360.00 | \$ 2,540.00 | 24.40% |
| Fire & Safety Insp Fees | 7020 | \$ - | \$ - | \$ 144.11 | \$ 4,725.00 | \$ 4,580.89 | 3.05% |
| Permit & Licensing Fees | 7030 | \$ 1,664.17 | \$ 3,246.12 | \$ 4,255.24 | \$ 6,550.00 | \$ 2,294.76 | 64.97% |
| State License Fee | 7040 | \$ - | \$ - | \$ - | \$ 1,000.00 | \$ 1,000.00 | 0.00% |
| Professional Services | 7100 | \$ - | \$ - | \$ 3,280.00 | \$ 147,501.00 | \$ 144,221.00 | 2.22% |
| Legal Services | 7110 | \$ 4,691.50 | \$ 34,216.29 | \$ 18,137.90 | \$ 90,000.00 | \$ 71,862.10 | 20.15% |
| Typeset and Print Services | 7115 | \$ - | \$ - | \$ 11,390.79 | \$ 36,600.00 | \$ 25,209.21 | 31.12% |
| Instructor Services | 7120 | \$ 13,503.70 | \$ 53,825.33 | \$ 46,956.55 | \$ 77,265.00 | \$ 30,308.45 | 60.77% |
| PERS Admin Fees | 7125 | \$ 131.76 | \$ 446.34 | \$ 462.57 | \$ 2,200.00 | \$ 1,737.43 | 21.03% |
| Audit Services | 7130 | \$ 3,500.00 | \$ 4,000.00 | \$ 11,500.00 | \$ 20,875.00 | \$ 9,375.00 | 55.09% |
| Medical & Health Svcs (HR) | 7140 | \$ 320.00 | \$ 100.00 | \$ 2,613.44 | \$ 12,170.00 | \$ 9,556.56 | 21.47% |
| Security Services | 7150 | \$ 735.00 | \$ 1,350.00 | \$ 1,470.00 | \$ 5,422.00 | \$ 3,952.00 | 27.11% |
| Entertainment Services | 7160 | \$ 432.25 | \$ 118.72 | \$ 432.25 | \$ 5,800.00 | \$ 5,367.75 | 7.45% |
| Business Services | 7180 | \$ 1,800.18 | \$ 38,362.27 | \$ 32,737.19 | \$ 107,769.00 | \$ 75,031.81 | 30.38% |
| Umpire/Referee Services | 7190 | \$ 400.00 | \$ 740.00 | \$ 1,150.00 | \$ 1,650.00 | \$ 500.00 | 69.70% |
| Subscriptions | 7210 | \$ 9.99 | \$ 85.95 | \$ 123.96 | \$ 2,550.00 | \$ 2,426.04 | 4.86% |
| Rents & Leases - Equip | 7310 | \$ 1,861.54 | \$ 1,195.89 | \$ 7,021.47 | \$ 31,620.00 | \$ 24,598.53 | 22.21% |
| Bldg/Field Leases & Rental | 7320 | \$ - | \$ (250.00) | \$ - | \$ 60.00 | \$ 60.00 | 0.00% |
| Event Supplies | 7410 | \$ 870.61 | \$ - | \$ 1,569.43 | \$ 6,040.00 | \$ 4,470.57 | 25.98% |
| Supplies | 7420 | \$ 2,620.88 | \$ 2,018.34 | \$ 4,141.68 | \$ 11,500.00 | \$ 7,358.32 | 36.01% |
| Bingo Supplies | 7430 | \$ 925.03 | \$ 2,362.03 | \$ 2,122.75 | \$ 4,800.00 | \$ 2,677.25 | 44.22% |
| Sporting Goods | 7440 | \$ 285.80 | \$ 2,316.71 | \$ 3,937.93 | \$ 7,700.00 | \$ 3,762.07 | 51.14% |
| Arts and Craft Supplies | 7450 | \$ - | \$ - | \$ - | \$ 4,025.00 | \$ 4,025.00 | 0.00% |
| Training Supplies | 7460 | \$ - | \$ 30.00 | \$ 80.00 | \$ 1,920.00 | \$ 1,840.00 | 4.17% |
| Small Tools | 7500 | \$ 69.86 | \$ 1,527.55 | \$ 1,346.87 | \$ 6,000.00 | \$ 4,653.13 | 22.45% |
| Safety Supplies | 7510 | \$ - | \$ 865.06 | \$ 521.20 | \$ 4,215.00 | \$ 3,693.80 | 12.37% |
| Uniform Allowance | 7610 | \$ 1,486.68 | \$ 1,109.47 | \$ 7,519.69 | \$ 12,490.00 | \$ 4,970.31 | 60.21% |
| Safety Clothing | 7620 | \$ 200.00 | \$ 150.00 | \$ 796.05 | \$ 5,404.00 | \$ 4,607.95 | 14.73% |
| Transportation and Travel | 7700 | \$ - | \$ - | \$ - | \$ 600.00 | \$ 600.00 | 0.00% |
| Conference&Seminar Staff | 7710 | \$ 920.00 | \$ 4,568.95 | \$ 8,264.00 | \$ 30,591.00 | \$ 22,327.00 | 27.01% |
| Conference&Seminar Board | 7715 | \$ - | \$ 129.00 | \$ 110.00 | \$ 4,450.00 | \$ 4,340.00 | 2.47% |
| Conference&Seminar Travel Exp | 7720 | \$ 1,104.67 | \$ 1,855.19 | \$ 2,038.67 | \$ 26,949.00 | \$ 24,910.33 | 7.56% |
| Out of Town Travel Board | 7725 | \$ - | \$ 1,221.94 | \$ 828.30 | \$ 2,420.00 | \$ 1,591.70 | 34.23% |
| Private Vehicle Mileage | 7730 | \$ 200.01 | \$ - | \$ 739.43 | \$ 6,025.00 | \$ 5,285.57 | 12.27% |
| Buses/Excursions | 7750 | \$ - | \$ - | \$ 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 | \$ 3,011.41 | \$ 9,246.80 | \$ 11,344.41 | \$ 38,740.00 | \$ 27,395.59 | 29.28% |
| Utilities - Water | 7820 | \$ 49,187.25 | \$ 370,363.21 | \$ 328,642.07 | \$ 910,143.00 | \$ 581,500.93 | 36.11% |
| Utilities - Electric | 7830 | \$ 18,385.95 | \$ 81,502.65 | \$ 58,795.17 | \$ 217,575.00 | \$ 158,779.83 | 27.02% |
| Airport Assessment Exp | 7840 | \$ - | \$ - | \$ - | \$ 14,000.00 | \$ 14,000.00 | 0.00% |
| Awards and Certificates | 7910 | \$ 558.16 | \$ 2,695.13 | \$ 5,160.61 | \$ 16,130.00 | \$ 10,969.39 | 31.99% |
| Meals for Staff Training | 7920 | \$ 85.55 | \$ 503.39 | \$ 202.68 | \$ 3,500.00 | \$ 3,297.32 | 5.79% |
| Employee Morale | 7930 | \$ 91.06 | \$ 359.36 | \$ 413.96 | \$ 5,500.00 | \$ 5,086.04 | 7.53% |
| COP Debt - PV Fields | 7950 | \$ - | \$ - | \$ - | \$ 217,560.00 | \$ 217,560.00 | 0.00% |
| Reserve Computer Fleet | 7971 | \$ - | \$ - | \$ 5,000.00 | \$ 5,000.00 | \$ - | 100.00% |
| Reserve Dry Period | 7973 | \$ - | \$ 15,268.75 | \$ 65,203.00 | \$ 65,203.00 | \$ - | 100.00% |
| Reserve Capital Improvements | 7974 | \$ - | \$ - | \$ 20,000.00 | \$ 20,000.00 | \$ - | 100.00% |
| Reserve Repair/Oper/Admin | 7975 | \$ - | \$ 27,083.33 | \$ 20,000.00 | \$ 20,000.00 | \$ - | 100.00% |
| Reserve - Compensated Absences | 7976 | \$ - | \$ - | \$ 25,000.00 | \$ 25,000.00 | \$ - | 100.00% |
| Services and Supplies | | \$ 159,579.80 | \$ 982,056.16 | \$ 1,154,828.42 | \$ 3,876,468.00 | \$ 2,721,639.58 | 29.79% |
| YTD Comparison | | | | \$ 172,772.26 | | | |
| Capital | | | | | | | |
| General Capital | 8400 | \$ 316.88 | \$ - | \$ 316.88 | \$ 645,000.00 | \$ 644,683.12 | 0.05% |
| Equip/Facility Replacement | 8420 | \$ 303.32 | \$ 282.98 | \$ 61,262.50 | \$ 90,000.00 | \$ 28,737.50 | 68.07% |
| ECAA Loan-Lighting Project | 8483 | \$ 4,406.91 | \$ 52.50 | \$ 20,084.54 | \$ - | \$ (20,084.54) | - |
| Cam Grove-Septic Tank | 8496 | \$ - | \$ - | \$ 51,731.16 | \$ 120,000.00 | \$ 68,268.84 | 43.11% |
| Capital | | \$ 5,027.11 | \$ 335.48 | \$ 133,395.08 | \$ 855,000.00 | \$ 721,604.92 | 15.60% |
| YTD Comparison | | | | \$ 133,059.60 | | | |
| Expense | | \$ 464,866.63 | \$ 2,876,313.92 | \$ 3,389,601.07 | \$ 9,791,506.00 | \$ 6,401,904.93 | 34.62% |
| Revenue Total | | \$ 29,238.80 | \$ 586,220.91 | \$ 978,796.90 | \$ 8,943,311.00 | \$ 7,964,514.10 | 10.94% |
| Expense Total | | \$ 464,866.63 | \$ 2,876,313.92 | \$ 3,389,601.07 | \$ 9,791,506.00 | \$ 6,401,904.93 | 34.62% |
| YTD Revenue-Expenses | | | \$ (2,290,093.01) | \$ (2,410,804.17) | | | |
| YTD Comparison | | | | \$ (120,711.16) | | | |

General Ledger
Fund 20 Assessment Fund
November 2022 41.7%

| Description | Account | Period Amount | One Year Prior Actual | Year to Date | Budget | Budget Remaining | % of Budget Used |
|------------------------------|-----------|----------------------|------------------------|------------------------|------------------------|------------------------|------------------|
| Revenue | | | | | | | |
| Tax Apportionment | 5120-5130 | \$ (108,205.39) | \$ - | \$ (108,205.39) | \$ (238.00) | \$ 107,967.39 | 45464.45% |
| Interest Earnings | 5310 | \$ (1,149.50) | \$ (125.40) | \$ (1,910.21) | \$ - | \$ 1,910.21 | - |
| Assessment Revenue | 5500 | \$ - | \$ (6,849.52) | \$ (4,685.02) | \$ (1,251,393.00) | \$ (1,246,707.98) | 0.37% |
| Revenue | | \$ 109,354.89 | \$ 6,974.92 | \$ 114,800.62 | \$ 1,251,631.00 | \$ 1,136,830.38 | 9.17% |
| Personnel | | | | | | | |
| Full Time Salaries | 6100 | \$ 2,022.86 | \$ 7,628.49 | \$ 9,025.09 | \$ 21,048.00 | \$ 12,022.91 | 42.88% |
| Overtime Salaries | 6101 | \$ - | \$ 17.37 | \$ 10.32 | \$ - | \$ (10.32) | 0.00% |
| Cell Phone Allowance | 6108 | \$ 13.86 | \$ 76.23 | \$ 76.23 | \$ 162.00 | \$ 85.77 | 47.06% |
| Retirement | 6120 | \$ 334.11 | \$ 1,263.54 | \$ 1,480.75 | \$ 3,601.00 | \$ 2,120.25 | 41.12% |
| Employee Insurance | 6130 | \$ 443.09 | \$ 1,269.55 | \$ 1,833.79 | \$ 4,386.00 | \$ 2,552.21 | 41.81% |
| Workers Compensation | 6140 | \$ 228.76 | \$ 828.61 | \$ 1,005.37 | \$ 2,787.00 | \$ 1,781.63 | 36.07% |
| Personnel | | \$ 3,042.68 | \$ 11,083.79 | \$ 13,431.55 | \$ 31,984.00 | \$ 18,552.45 | 41.99% |
| Services and Supplies | | | | | | | |
| Incidental Costs - Assess | 6709 | \$ - | \$ 10,639.13 | \$ 9,607.13 | \$ 19,444.00 | \$ 9,836.87 | 49.41% |
| Tree Care | 6719 | \$ 8,573.38 | \$ - | \$ 8,573.38 | \$ 88,502.00 | \$ 79,928.62 | 9.69% |
| Contracted LS Services | 6720 | \$ 42,968.19 | \$ 172,130.83 | \$ 171,872.76 | \$ 516,049.00 | \$ 344,176.24 | 33.31% |
| Park Amenities - Assess | 6722 | \$ - | \$ 1,699.42 | \$ - | \$ 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 | \$ - | \$ 529,755.84 | \$ 533,756.09 | \$ 529,760.00 | \$ (3,996.09) | 100.75% |
| Services and Supplies | | \$ 51,541.57 | \$ 714,225.22 | \$ 723,809.36 | \$ 1,191,325.00 | \$ 467,515.64 | 60.76% |
| Expense | | \$ 54,584.25 | \$ 725,309.01 | \$ 737,240.91 | \$ 1,223,309.00 | \$ 486,068.09 | 60.27% |
| Revenue Total | | \$ 109,354.89 | \$ 6,974.92 | \$ 114,800.62 | \$ 1,251,631.00 | \$ 1,136,830.38 | 9.17% |
| Expense Total | | \$ 54,584.25 | \$ 725,309.01 | \$ 737,240.91 | \$ 1,223,309.00 | \$ 486,068.09 | 60.27% |
| YTD Revenue-Expenses | | | \$ (718,334.09) | \$ (622,440.29) | | | |
| YTD Comparison | | | | \$ 95,893.80 | | | |

General Ledger
Fund 30 Quimby Fund
November 2022 41.7%

| Description | Account | Period Amount | One Year Prior Actual | Year to Date | Budget | Budget Remaining | % of Budget Used |
|----------------------|---------|--------------------|-----------------------|------------------------|--------------------|--------------------------|------------------|
| Revenue | | | | | | | |
| Interest Earnings | 5310 | \$ (1,866.72) | \$ (3,087.30) | \$ (16,672.25) | \$ (5,125.00) | \$ 11,547.25 | 325.31% |
| Park Dedication Fees | 5400 | \$ - | \$ - | \$ (3,466,172.45) | \$ - | \$ 3,466,172.45 | 0.00% |
| Revenue | | \$ 1,866.72 | \$ 3,087.30 | \$ 3,482,844.70 | \$ 5,125.00 | \$ (3,477,719.70) | 67957.95% |

| | | | | | | | |
|------------------------------|------|--------------------|----------------------|---------------------|------------------------|------------------------|--------------|
| Capital | | | | | | | |
| General Capital | 8400 | \$ - | \$ - | \$ - | \$ 1,400,000.00 | \$ 1,400,000.00 | 0.00% |
| Arnell Ranch Park Renovation | 8464 | \$ - | \$ 839,306.42 | \$ 13,520.66 | \$ 93,008.59 | \$ 79,487.93 | 14.54% |
| Pickleball Sports Complex | 8493 | \$ 5,325.90 | \$ - | \$ 16,674.77 | \$ 1,382,519.19 | \$ 1,365,844.42 | 1.21% |
| Capital | | \$ 5,325.90 | \$ 839,306.42 | \$ 30,195.43 | \$ 2,875,527.78 | \$ 2,845,332.35 | 1.05% |

| | | | | | | | |
|------------------------------|------|-------------|-----------------|-----------------|-------------|-------------------|--------------|
| Services and Supplies | | | | | | | |
| Bank & Registration Fees | 6950 | \$ - | \$ 36.00 | \$ 10.00 | \$ - | \$ (10.00) | 0.00% |
| Services and Supplies | | \$ - | \$ 36.00 | \$ 10.00 | \$ - | \$ (10.00) | 0.00% |

| | | | | | | | |
|----------------|--|--------------------|----------------------|---------------------|------------------------|------------------------|--------------|
| Expense | | \$ 5,325.90 | \$ 839,342.42 | \$ 30,205.43 | \$ 2,875,527.78 | \$ 2,845,322.35 | 1.05% |
|----------------|--|--------------------|----------------------|---------------------|------------------------|------------------------|--------------|

| | | | | | | | |
|-----------------------------|--|--------------------|------------------------|------------------------|------------------------|--------------------------|------------------|
| Revenue Total | | \$ 1,866.72 | \$ 3,087.30 | \$ 3,482,844.70 | \$ 5,125.00 | \$ (3,477,719.70) | 67957.95% |
| Expense Total | | \$ 5,325.90 | \$ 839,342.42 | \$ 30,205.43 | \$ 2,875,527.78 | \$ 2,845,322.35 | 1.05% |
| YTD Revenue-Expenses | | \$ | \$ (836,255.12) | \$ 3,452,639.27 | | | |
| YTD Comparison | | | | \$ 2,616,384.15 | | | |

| 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 | | \$ 1,720,685.28 | \$ 928,523.72 | 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 Phase 1 | | \$ - | \$ 347,625.00 | 8/5/2027 |
| 10/20/22 | \$ 278,100.00 | \$ - | Somis Ranch Phase 2 | | \$ - | \$ 278,100.00 | 10/20/2027 |
| Total | \$ 10,777,287.40 | \$ 6,800,589.70 | | | \$ 4,699,962.60 | \$ 6,316,207.81 | |

*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
November 2022 41.7%

| Description | Account | Period Amount | One Year Prior Actual | Year to Date | Budget | Budget Remaining | % of Budget Used |
|----------------------|---------|--------------------|-----------------------|----------------------|-------------------|------------------|------------------|
| Revenue | | | | | | | |
| Interest Earnings | 5310 | \$ (523.16) | \$ - | \$ (799.60) | \$ (66.00) | 733.60 | 1211.52% |
| Park Impact Fees | 5450 | \$ - | \$ (158.40) | \$ (218.40) | \$ - | 218.40 | 0.00% |
| Revenue | | \$ (523.16) | \$ (158.40) | \$ (1,018.00) | \$ (66.00) | 952.00 | 1542.42% |
| Revenue | | \$ 523.16 | \$ 158.40 | \$ 1,018.00 | \$ 66.00 | (952.00) | 1542.42% |
| Revenue Total | | \$ 523.16 | \$ 158.40 | \$ 1,018.00 | \$ 66.00 | (952.00) | 1542.42% |
| Expense Total | | \$ - | \$ - | \$ - | \$ - | - | 0.00% |

General Ledger
Fund 50 CDBG Fund
November 2022 41.7%

| Description | Account | Period Amount | One Year Prior Actual | Year to Date | Budget | Budget Remaining | % of Budget Used |
|------------------------|---------|--------------------|-----------------------|---------------------|---------------------|---------------------|------------------|
| Revenue | | | | | | | |
| Staffing Cost Recovery | 5563 | \$ - | \$ - | \$ - | \$ (42,428.00) | \$ (42,428.00) | 0.00% |
| CDBG - Food Share | 5577 | \$ - | \$ - | \$ (10,441.30) | \$ - | \$ 10,441.30 | 0.00% |
| Revenue | | \$ - | \$ - | \$ 10,441.30 | \$ 42,428.00 | \$ 31,986.70 | 24.61% |
| Personnel | | | | | | | |
| Full Time Salaries | 6100 | \$ 116.88 | \$ - | \$ 1,324.64 | \$ 34,508.00 | \$ 33,183.36 | 3.84% |
| Part-Time Salaries | 6110 | \$ 2,659.42 | \$ - | \$ 13,113.86 | \$ 5,333.00 | \$ (7,780.86) | 245.90% |
| Retirement | 6120 | \$ 366.48 | \$ - | \$ 1,935.54 | \$ - | \$ (1,935.54) | 0.00% |
| Employee Insurance | 6130 | \$ - | \$ - | \$ 10.58 | \$ - | \$ (10.58) | 0.00% |
| Workers Compensation | 6140 | \$ 38.59 | \$ - | \$ 255.39 | \$ - | \$ (255.39) | 0.00% |
| Personnel | | \$ 3,181.37 | \$ - | \$ 16,640.01 | \$ 39,841.00 | \$ 23,200.99 | 41.77% |
| Expense | | \$ 3,181.37 | \$ - | \$ 16,640.01 | \$ 39,841.00 | \$ 23,200.99 | 41.77% |
| Revenue Total | | \$ - | \$ - | \$ 10,441.30 | \$ 42,428.00 | \$ 31,986.70 | 24.61% |
| Expense Total | | \$ 3,181.37 | \$ - | \$ 16,640.01 | \$ 39,841.00 | \$ 23,200.99 | 41.77% |

58.23%

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: January 4, 2023

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 728 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 JANUARY 4TH, 2023 THROUGH FEBRUARY 1ST, 2023 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
- Resolution No. 725, November 3, 2022
- Resolution No. 727, December 1, 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. 728 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 January 4th, 2023 through February 1st, 2023 pursuant to the Ralph M. Brown Act as amended by Assembly Bill No. 361.

ATTACHMENT

- 1) Resolution No. 728 (3 pages)

RESOLUTION NO. 728

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 JANUARY 4TH, 2023 THROUGH FEBRUARY 1ST, 2023 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 February 1, 2023, 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 4th day of January 2023, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Elaine Magner, 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: Nick Marienthal, Park Supervisor

DATE: January 4, 2023

**SUBJECT: CONSIDERATION AND APPROVAL FOR BID
SPECIFICATIONS FOR FENCING AND LIGHTING AT
FREEDOM DOG PARK**

BACKGROUND

During the development of the 2022-2023 budget process, staff presented a list of Capital Improvement projects. As the District continues to improve its facilities and expand its parks, Freedom Park was brought up for consideration as a possible lighted dog park. This site has been used as a temporary dog park for the past 4 years when Springville Dog Park was closed for turf maintenance.

Staff met with a dog group about installing lights at the Springville Dog Park, however, it was determined the cost to add electricity was too high and the park would not be able to sustain the extra wear and tear from the extended time by adding lights. At that time Freedom Park was chosen as the location for a lighted dog park due to the amenities needed for a lighted dog park.

At the July 6, 2022 Board meeting, the Board approved the 2022/2023 Capital Budget which contained an allocation of \$200,000 for the creation of a permanent lighted Dog Park to be located at Freedom Park.

At the September 7, 2022 Board meeting, the Board choose option C for the design concept with one large area and one small area and a DG walking path which is similar to Springville Dog Park. The concept drawing below will change a bit due to ADA needs and compliance as well as location of walking paths and pavilion.



ANALYSIS

This dog park will sit on approximately one (1) acre of land located where the temporary dog park is placed annually due to Springville Dog Park closures and turf restoration. This site has existing power for the additional lights, restrooms, shade, water source for dog drinking fountains, large parking lot, and additional parking along Willis Ave should the need arise.

By adding lights, it will allow the citizens of the District a safe place to socialize their dogs especially when the days are shorter (November – March). This should take some of the wear and stress off Springville which closes every March for 5-6 weeks and costs the District approximately \$6,000-\$8,000 for turf maintenance and repair.

There will need to be two separate Request for Proposals released for this project: one for fencing and one for lighting. The bids for concrete came in under the District’s procurement requirements and in house staff will be performing the following: irrigation repair and installation, DG installation, shade sails installation, turf remediation, and drinking fountain installation.

FISCAL IMPACT

There is no fiscal impact because of this action, however, there will be a fiscal impact when bids come back.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal and Strategy 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.

RECOMMENDATION

It is recommended the Board review and approve the Bid specifications for:

- 1) Fencing at Freedom Dog Park and
- 2) Lighting at Freedom Dog Park

ATTACHMENTS

- 1) Fencing RFP (73 pages)
- 2) Lighting RFP (74 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

FREEDOM PARK DOG PARK PROJECT

FISCAL YEAR 2022-2023

SPEC NO. FP-2023-1

BID OPENING: Wednesday, February 8, 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

FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-1

FISCAL YEAR 2022 -2023

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Nick Marienthal

Park Supervisor

Date _____

PLEASANT VALLEY RECREATION & PARK DISTRICT
FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-1

FISCAL YEAR 2022-2023

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

FOR THE

**FREEDOM PARK DOG PARK PROJECT
SPEC NO. FP-2023-1**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E Burnley Street Camarillo, CA 93010, up to the hour of **10:00 A.M. Wednesday, February 8, 2023**, at which time they will be publicly opened and read aloud in the **District Office, Camarillo, California**, for performing the following work:

**FREEDOM PARK DOG PARK PROJECT
SPEC NO. FP-2023-1**

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 "**FREEDOM PARK DOG PARK PROJECT, SPEC. NO. FP-2023-1**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Supervisor, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **Wednesday, January 18, 2023, at 10:00 A.M., at 275 E. Pleasant Valley 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 project to complete. The work will take place at Freedom Park, 275 E. Pleasant Valley Rd 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: \$ N/A.

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 the 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" or "C-13" 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.**

BID QUESTIONS: All bid questions shall be submitted by email to Park Supervisor, Nick Marienthal, at nmarienthal@pvrpd.org for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

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.

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. _____.**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the _____ **PROJECT, SPEC NO. _____.** 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 Contractor. 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

FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-1

FISCAL YEAR 2022 -2023

PLEASANT VALLEY RECREATION & PARK DISTRICT

**BID FOR THE
FREEDOM PARK DOG PARK PROJECT**

SPEC NO. FP-2023-1

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 “**FREEDOM PARK DOG PARK PROJECT, SPEC NO. FP-2023-1**” which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**FREEDOM PARK DOG PARK PROJECT, SPEC NO. FP-2023-1**”, 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

**FREEDOM PARK DOG PARK PROJECT
SPEC NO. FP-2023-1**

BID SCHEDULE

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|----------|-------------|--------------------|------|-----------|-------------------|------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |
| 11. | | | | | | |
| 12. | | | | | | |
| 13. | | | | | | |
| 14. | | | | | | |
| 15. | | | | | | |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|---------------------------------|-------------|--------------------|------|-----------|-------------------|------|
| 16. | | | | | | |
| 17. | | | | | | |
| 18. | | | | | | |
| 19. | | | | | | |
| 20. | | | | | | |
| 21. | | | | | | |
| 22. | | | | | | |
| 23. | | | | | | |
| 24. | | | | | | |
| TOTAL BID AMOUNT IN FIGURES | | | | | \$ | |
| TOTAL BID AMOUNT IN WORDS _____ | | | | | | |
| _____ | | | | | | |

Bidder Name

Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 201__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

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

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

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

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

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

(9) List at least three (3) completed projects completed in the last 12 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 "FREEDOM PARK DOG PARK PROJECT, SPEC NO. FP-2023-1" 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 **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 _____, 2023

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 2023

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

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

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

FREEDOM PARK DOG PARK PROJECT

SPEC NO.FP-2023-1

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

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

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

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

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

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

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

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

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

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

Labor Code Section 3700

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

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

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

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

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

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

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

APPRENTICESHIP REQUIREMENTS

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

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

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

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

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

NOTICE

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

SCOPE OF WORK: This project will take place 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 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 5:00 PM on all work days as defined in Section 6-7.2 (S.S.P.W.C.).

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-1

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 **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%.

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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 5:00 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

FREEDOM PARK DOG PARK PROJECT SPEC NO. FP 2023-1

This project consists of furnishing and installing approximately 900 linear feet of galvanized chain link fence, tension bars, end post, line post, top and bottom rail, gates, concrete, and all necessary hardware. All work will follow “The Green Book” latest edition.

DESCRIPTION OF WORK:

- Install approximately 900 linear feet of five foot high nine-gauge chain link fence galvanized with knuckled finish on top and bottom
- End post will be 2-3/8” OD set in concrete no less than 24” below grade and no less than 8” diameter holes
- Line post will be 1-7/8” OD set in concrete no less than 24” below grade, no less than 8” diameter holes, and no more than 8’ apart
- Top and bottom rail will be 1- 5/8” OD
- Install three 4’ pedestrian gates and two sets of 4’ double equipment gates
- Core drill four 8” x 24” holes for post to be set in existing concrete pad
- Attach six line post to existing block pillars
- All spoils and trash will be removed from site
- Once all end post and line post are set in concrete a separate contractor will be installing a concrete mow curb around all the posts, this will take approximately two weeks



PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

FREEDOM PARK DOG PARK PROJECT

FISCAL YEAR 2022-2023

SPEC NO. FP-2023-2

BID OPENING: Wednesday, February 8, 2023, AT 10:30 A.M.

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-2

FISCAL YEAR 2022-2023

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Nick Marienthal

Park Supervisor

Date _____

PLEASANT VALLEY RECREATION & PARK DISTRICT
FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-2

FISCAL YEAR 2022-2023

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

FOR THE

**FREEDOM PARK DOG PARK PROJECT
SPEC NO. FP-2023-2**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Street Camarillo, CA 93010, up to the hour of **10:30 A.M. Wednesday, February 8, 2023**, at which time they will be publicly opened and read aloud in the **District office, Camarillo, California**, for performing the following work:

**FREEDOM PARK DOG PARK PROJECT
SPEC NO. FP-2023-2**

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

The words "**FREEDOM PARK DOG PARK PROJECT, SPEC. NO. FP-2023-2**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Supervisor, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **Wednesday, January 18, 2023, at 10:30 A.M., at 275 E. Pleasant Valley 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 project to complete. The work will take place at Freedom Park, 275 E. Pleasant Valley Rd. 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: \$ N/A.

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 "A" or "C10" 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. _____.**

BID QUESTIONS: All bid questions shall be submitted by email to Park Supervisor Nick Marienthal, at nmarienthal@pvrpd.org for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

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.

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. _____.**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the _____ **PROJECT, SPEC NO. _____.** 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 based on the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within **sixty (60) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the District written notice of the withdrawal of his or her bid.

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

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

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

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

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

FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-2

FISCAL YEAR 2022-2023

PLEASANT VALLEY RECREATION & PARK DISTRICT

**BID FOR THE
FREEDOM PARK DOG PARK PROJECT**

SPEC NO. FP-2023-2

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as “**FREEDOM PARK DOG PARK PROJECT, SPEC NO. FP-2023-2**” which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**FREEDOM PARK DOG PARK PROJECT, SPEC NO. FP-2023-2**”, for the sum set forth in the following schedule:

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

**FREEDOM PARK DOG PARK PROJECT
SPEC NO. FP-2023-2**

BID SCHEDULE

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|----------|-------------|--------------------|------|-----------|-------------------|------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |
| 11. | | | | | | |
| 12. | | | | | | |
| 13. | | | | | | |
| 14. | | | | | | |
| 15. | | | | | | |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|---------------------------------|-------------|--------------------|------|-----------|-------------------|------|
| 16. | | | | | | |
| 17. | | | | | | |
| 18. | | | | | | |
| 19. | | | | | | |
| 20. | | | | | | |
| 21. | | | | | | |
| 22. | | | | | | |
| 23. | | | | | | |
| 24. | | | | | | |
| TOTAL BID AMOUNT IN FIGURES | | | | | \$ | |
| TOTAL BID AMOUNT IN WORDS _____ | | | | | | |
| _____ | | | | | | |

Bidder Name

Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 201__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

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

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

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

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

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

(9) List at least three (3) completed projects completed in the last 12 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 "FREEDOM PARK DOG PARK PROJECT, SPEC NO. FP-2023-2" 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 _____, 2023

By: _____
_____, Chair

ATTEST:

_____, Clerk of the Board

Dated _____, 2023

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

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

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

FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-2

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

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

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

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

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

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

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

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

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

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

Labor Code Section 3700

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

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

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

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

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

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

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

APPRENTICESHIP REQUIREMENTS

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

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

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

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

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

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS 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 take place 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 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 5:00 PM on all work days as defined in Section 6-7.2 (S.S.P.W.C.).

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

FREEDOM PARK DOG PARK PROJECT

SPEC NO. FP-2023-2_____

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%.

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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 5:00 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

FREEDOM PARK DOG PARK PROJECT SPEC NO. FP-2023-2

This project consists of furnishing and installing LED lights, poles, conduit, pull boxes, electrical wire, rebar cages, concrete column bases, electrical timers, 20-amp breakers, and all necessary hardware and equipment. All poles and fixtures will be from Wisconsin Lighting Lab or Equal. All work will follow “The Green Book” latest edition.

DESCRIPTION OF WORK:

- Install five new 20’ aluminum surface mount poles (**Refer to specs below**)
- Install sixteen LED shoebox lights with bullhorn brackets (**Refer to specs below**)
- Install four LED wall pack lights on existing block pillars (**Refer to specs below**)
- Install six concrete column bases 3000 psi, 24” diameter, 24” above grade 48” below grade with circular and vertical rebar reinforcement
- Install two light timers next to existing electrical panel (**Match existing timers**)
- Conduit and sweeps will be 1”
- Conduit trenches will be a minimum of 18” below grade, back filled and compacted
- Install electrical warning tape in all trenches 10” below grade
- Install grounding rod and ground every light to rebar cage
- Pull boxes at every light and or every 50’
- Demo two existing concrete base where existing light poles are located
- Relocate one existing pole approximately 20’
- Saw cut concrete walking path to existing electrical panel for new 20-amp breaker conduit
- Patch concrete walkway
- Add two new 20- amp breakers to existing panel (**Match existing breakers**)
- Saw cut existing concrete pad to install exterior conduit for LED wall pack lights
- Patch concrete pad
- Make all necessary connections, test to verify lights and timers function correctly
- All spoils and trash will be removed from site

(QUANTITY 5)

[PART#] NP-SSAA-20-5050-D-AB-SB-FP
[DESCRIPTION] 20' Tall x 5.0" OD x 0.188" Thick, Square Straight Aluminum, Anchor Base Light Pole, Full Base Cover, Wiring Hand Hole & Cover, Standard Fixture Mounting & Finish Color, USA Engineered & Manufactured
(Includes 1" Anchor Bolts)

(QUANTITY 1)

[PART#] NP-A-BLH-R24-3-120-FP
[DESCRIPTION] 3 @ 120 deg. Fixture Mount, Aluminum Bullhorn Bracket, 2-3/8" Hub Pole Top Mount, USA Made

(QUANTITY 3)

[PART#] NP-A-BLH-R24-3-180-FP
[DESCRIPTION] 3 @ 180 deg. Fixture Mount, Aluminum Bullhorn Bracket, 2-3/8" Hub Pole Top Mount, USA Made

(QUANTITY 1)

[PART#] NP-A-BLH-R24-4-180-FP
[DESCRIPTION] 4 @ 180 deg. Fixture Mount, Aluminum Bullhorn Bracket, 2-3/8" Hub Pole Top Mount, USA Made

(QUANTITY 16)

[PART#] LP-SHM-160-50-MV-5M
[DESCRIPTION] 160W, LightPolesPlus® Medium SHX Shoebox LED Light Fixture, 27000 Lumens, 5000K, 120-277V Input VAC, 100° Type V Flood Distribution

(QUANTITY 4)

[PART#] NF-WCS-45-50-MV-4M
[DESCRIPTION] 45W, NAFCO® Small WCX Wall Mount LED Light Fixture, 6000 Lumens, 5000K, 120-277V Input VAC, Type IV Medium Distribution

APPENDIX A

CONSTRUCTION DRAWINGS



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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Nick Marienthal, Park Supervisor

DATE: January 4, 2023

SUBJECT: CONSIDERATION AND APPROVAL OF A TWO-YEAR EXTENSION FOR THE LANDSCAPE MAINTENANCE SERVICE CONTRACT BETWEEN THE DISTRICT AND NATURAL GREEN LANDSCAPE INC.

SUMMARY

Currently, the District has a maintenance contract that requires the contractor to maintain 25 park sites that include the following items: turf, tree clearance and shrubs, clean walkways, and empty trash cans. This service is provided on a weekly basis, Monday through Friday. Additionally, the contractor provides herbicide chemicals as needed for weed abatement and management.

BACKGROUND

In FY2008-2009 the District re-allocated funding from vacant Grounds positions to Professional Services and has continued this model. The original budget of \$115,720 was for basic weekly landscape maintenance services for fifteen (15) of the District's twenty-seven (27) parks. Utilizing a blend of in-house and contractual support helped increase both service delivery and quality of standard maintenance in the parks.

Staff evaluated the current landscape contract specifications and modified them to better suit the District's needs, allowing budgeted funds to be stretched to include more sites. In July 2013, the modified contract identified 25 sites for maintenance which were utilized in the Request for Proposal (RFP) process. Quality Landscape Care was the selected contractor for the level of service requested. In November 2015, staff initiated a two (2) year contract extension with a budget of \$162,360 (or \$13,333 monthly) for landscape maintenance services with Quality Landscape Care at twenty-five (25) District sites.

At the October 2017 Board meeting, staff recommended the District solicit a Request for Proposals (RFP) and at the February 2018 Board meeting, Natural Green Landscape Inc. was awarded the contract for twenty-five (25) of the District's twenty-eight (28) parks. Staff has observed the service and maintenance levels that are being performed by the contractor and is recommending the Board exercise the contract option to renew for up to two (2) additional

years. To exercise its extension option, the District may give the Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. This contract will expire February 15, 2023, unless the District and Natural Green Landscape Inc. agree to extend the contract for an additional two (2) years with District Board approval.

ANALYSIS

Over the course of the contract District staff has worked well with the Natural Green Landscape’s team to successfully maintain our parks at a high standard. Natural Green has also maintained professionalism in the quality of their work, image, and condition of equipment reflecting the District in a positive fashion.

In September 2022 staff evaluated the Landscape Maintenance Contract with Natural Green and the current market. The effects of the Minimum Wage rate and the prevailing wage rates have increased business costs. For these reasons staff was concerned that if the District went out to bid, the contract for landscape maintenance could come at a much higher rate than they were reported two (2) years ago based on today’s market.

Staff has been in verbal discussions regarding contract extension and negotiating for the services identified in the original landscape contract to Natural Green Landscape Inc. Natural Green stated that their company could only entertain the option to extend the contract for a 2% price increase. The current yearly cost for maintenance on 25 parks is \$195,984 or \$16,332 monthly. Natural Green has raised their rates by 2% per year for the last 2-year contract period. With a 2% annual increase, the cost for the extended contract would rise \$3,919 for the first year and another \$3,999 for the second year, for a total of \$7,918. The District allocated \$196,422 for the fiscal year 2022/23 for the maintenance of the 25 parks.

| | ANNUALLY | MONTHLY | DIFFERENCE |
|-----------------------------------|------------------|-----------------|-------------------|
| CURRENT CONTRACT AMOUNT | \$195,984 | \$16,332 | |
| PROPOSED YEAR 1 ADD 2% | \$199,908 | \$16,659 | \$3,919 |
| PROPOSED YEAR 2 ADD 2% | \$203,904 | \$16,992 | \$3,999 |
| | | | |
| FOR A 2 YEAR TOTAL | \$403,812 | | \$7,918 |

This approach has proven to be of benefit for the District, allowing for a significant number of park facilities to be maintained by the contractor, reducing weekly routine mowing and other miscellaneous landscape duties, and allowing District staff the opportunity to pursue projects that otherwise would not be completed. Based on the success of the program, staff is recommending that the District continue contractual maintenance services.

FISCAL IMPACT

There will be a total increase of \$7,918 for the two-year extension, with the first year being \$3,919 and the second year being \$3,999. The District allocated \$196,422 for fiscal year 22/23 and there will need to be a budget adjustment of \$1,635 for the remainder of fiscal year 22/23 in account 20-00-470-6720.

RECOMMENDATION

It is recommended that the Board approve the extension of the landscape maintenance services contract between the District and Natural Green Landscape Inc.

ALTERNATIVE OPTIONS:

The Board may choose not to take the recommended action on this item. The alternative actions available are:

- Allow the contract to expire and to initiate District staff to maintain all park sites. This action would require the District to invest in both capital outlay for equipment as well as additional staffing.
- Allow the current contract to expire (February 15, 2023) and initiate a Request for Proposal (RFP) for contractual services. The impact would be a time delay which would require Natural Green Landscape Inc. to maintain the parks on a month-to-month basis.

ATTACHMENT

- 1) Contract Extension (1 page)
- 2) Current Two-year Extension (1 page)
- 3) Current Contract (40 pages)

JOB NAME: CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES AS IDENTIFIED IN RFP NO.18-01

**ADDENDUM TO CONTRACT FOR LANDSCAPE MANAGEMENT SERVICES
November 3, 2020**

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:

A two (2)-year extension from February 15, 2021 to February 15, 2023 with a 2% annually increase for a total of \$ 7,609.

**Pleasant Valley Recreation and Park District
1605 E. Burnley St.
Camarillo, California 93010**

**Natural Green Landscape Inc.
5661 Perkins Road
Oxnard, Ca 93033**

Signed By: 
Mary Otten
General Manager

Signed By: 
Gilbert Zaragoza
Owner/Operator

JOB NAME: CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES AS IDENTIFIED IN RFP NO.18-01

**ADDENDUM TO CONTRACT FOR LANDSCAPE MANAGEMENT SERVICES
January 4, 2023**

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:

A two (2) year extension from February 16, 2023, to February 15, 2025, with a 2% annually increase for a total of \$ 7,918.

**Pleasant Valley Recreation and Park District
1605 E. Burnley St.
Camarillo, California 93010**

**Natural Green Landscape Inc.
5661 Perkins Road
Oxnard, California 93033**

**Signed By: _____
Mary Otten
General Manager**

**Signed By: _____
Gilbert Zaragoza
Owner/Operator**

PLEASANT VALLEY RECREATION AND PARK DISTRICT

Landscape Maintenance Services

Spec NO. 18-01

**CONTRACT SERVICES AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

This Contract Services Agreement (“Agreement”) is made and entered into this 1 day of MARCH, 2018, by and between the Pleasant Valley Recreation and Park District, a municipal corporation (“District”), and NATURAL GREEN LANDSCAPE (“Contractor”). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the “Scope of Services” attached hereto as *Exhibit “A”* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor’s Proposal. The Scope of Services shall include the Contractor’s proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of ~~FIVE HUNDREDSIXTYONE THOUSAND NINE HUNDRED TWENTY EIGHT~~ dollars (\$561,928) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than FEBRUARY 28, 2021.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. GILBERT ZARALOWAIS hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The District's General Manager is hereby designated as the representative of the District authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor 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) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate and no less than \$2,000,000 for products/completed operations aggregate.

(b) 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 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per accident

combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of ___ N/A insurance in an amount not less than \$ N/A per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the District.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the District, its officers, employees and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by District.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of 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.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District and the District's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened,

including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by District for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the District's sole risk and without liability to Contractor and the District shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or

validity of which is disputed by Contractor, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest: District. No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any

corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest: Contractor. 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. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District office. Accordingly, should the District General Manager determine that Contractor will be performing a specialized or general service for the District and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the District's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District General Manager and to the attention of the Contract Officer, Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

DISTRICT:
PLEASANT VALLEY RECREATION AND PARK DISTRICT,
a municipal corporation

By: Ma Malley
Board Chair

ATTEST:

Arthur Miller
District Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel
Tiffany J. Israel, General Counsel

CONTRACTOR:
[insert company name here]
a [California corporation]

By: Gilberto Zaragoza
Name: [insert name here]
Title: [insert title] *president*

By: _____
Name: [insert name here]
Title: [insert title]

Address: [insert address]
[insert address]
[insert address]
[insert address]

ADDENDUM # 1

**REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES
SPECIFICATION NO. 18-01/LM-2018 -01**

DATE: December 27, 2017

ISSUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT

1605 East Burnley St. Camarillo, Ca. 93010

(805)-482-5396 Phone; (805)482-7591 Fax

**PROJECT: REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE
SERVICES SPECIFICATION NO. 18-01**

ISSUED to: For Distribution to Bid Proposers

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted below.

This Addendum consists of five (5) pages and the modifications to the document noted below.

A. CLARIFICATION OF BID DOCUMENT (Submittals) , PAGE 10 -12, Proposal Form, PROPPSAL FOR LANDSCAPE MAINTENANCE SERVICES & PAGE 44-45, EXHIBIT "C" SCHEDULE OF COMPENSATION

ADDENDUM # 2

**REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES
SPECIFICATION NO. 18-01/LM-2018 -01**

DATE: January 4, 2018

ISSUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT

1605 East Burnley St. Camarillo, Ca. 93010

(805)-482-5396 Phone; (805)482-7591 Fax

**PROJECT: REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE
SERVICES SPECIFICATION NO. 18-01**

ISSUED to: For Distribution to Bid Proposers

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted below.

This Addendum consists of three (3) pages and the modifications to the document noted below.

A. CLARIFICATION OF BID DOCCUMENT (Submittals), PAGE 18, Faithful Performance Bond Form & PAGE 19-20, Labor and Material Bond Payment Form

This amendment changes the Faithful Bond requirements. Instead of the original multi-year bond requirement, the District has decided to accept a renewable annual bond for the term of the contract. This bond will be required to be renewed annually and contractor must provide the District with a new bond certificate from the surety company a minimum of thirty (30) days prior to the expiration of the current bond. If this bond requirement is not met, immediate cause for termination of contract agreement would be enforced.

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

_____ **PRINCIPAL**

_____ **SURETY**

ADDRESS OF SURETY

CITY STATE
ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

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

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, (“District”), has awarded to NATURAL GREEN LANDSCAPE, as Contractor (“Principal”), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

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

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the District in the sum of ONE HUNDRED EIGHTY SIX THOUSAND ONE HUNDRED SIXTY SIX (\$186,166), this amount being not less than one hundred percent (100%) of the total current annual 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 Principal, 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 Principal 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____.

_____ PRINCIPAL

_____ SURETY

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

EXHIBIT "A"
SCOPE OF SERVICES

The following sets forth the requirements for this landscape maintenance services agreement.

Contractor agrees to perform all services listed herein to provide complete and proper maintenance for the premises listed below. Contractor shall also provide all necessary equipment to perform all services and all other necessary safety equipment to comply with OSHA and all other applicable requirements for these services. All equipment must be used in a safe manner. Contractor shall furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance required for maintenance of parks, landscaped areas, and associated facilities which shall include but is not limited to:

Park Sites

1. Adolfo Park – N. Adolfo/Alemendro
2. Arneil Ranch Park– 1301 Sweetwater Avenue
3. Birchview Park – 5564 Laurel Ridge Lane
4. Bob Kildee Park – 1030 Temple Avenue
5. Calleguas Creek Park – Avenida Valencia/Via Jacara
6. Camarillo Grove Park – 6968 E. Camarillo Springs Rd.
7. Carmenita Park – Carmen/Sevilla
8. Charter Oak Park – 325 Charter Oak Drive
9. Community Center Park – 1605 E. Burnley St.
10. Dos Caminos Park – 2198 N. Ponderosa Rd.
11. Encanto Park – Blanco/Encanto
12. Eldred Lokker Park – 848 Vista Coto Verde
13. Foothill Park – 1501 Cranbrook St.
14. Heritage Park – 1630 Heritage Trail

15. Laurelwood Park – 2127 Dexter St.
16. Mel Vincent Park – 668 Calistoga Rd
17. Mission Oaks Park – 5501 Mission Oaks Blvd.
18. Nancy Bush Park – 1150 Bradford Ave.
19. Pitts Ranch Park – 1400 Flynn Rd.
20. Springville Park – Tierra Santa/Via Zamora
21. Trailside Park – 5462 Cherry Ridge Drive
22. Valle Lindo Park – 89 Aileen Street
23. Woodcreek Park – 1200 Woodcreek Rd.
24. Woodside Park – 247 Japonica Ave.
25. Quito Park – 7073 Quito Court

- Turf Management (weekly; mowing, trimming, fertilizing)
- Hardscape Management (routine blowing, litter and trash removal,
- Shrub/Pruning & Groundcover areas (routine weeding, cultivation, fertilization and pruning)
- Weed Abatement and Trash Receptacles (once a week)

Maintenance of Parks, Landscape Areas and Associated Facilities

Contractor shall provide at his own cost and risk all labor, equipment, materials, supplies, tools, and transportation including but not limited to: hauling, dumping, fertilizers, insecticides, herbicides, chemicals, and all other labor, equipment, materials, supplies, tools and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to: turf areas, planter areas, trees, shrubs, surface in the play equipment, weeds, sand play areas, drain lines, sidewalks, ball fields, driveways/aprons, ditches, catch basins, gutters, curb drains, exterior lighting, park accessories, trash containers, restroom stocking and maintenance, and all other area(s) listed in Appendix 1 – “Facilities Descriptions”.

The above requirement that Contractor shall furnish all labor, materials, tools, equipment, and incidentals and perform all of the services involved in executing this Agreement

Work shall be performed in accordance with professional standards accepted in the industry in a workmanlike manner and in accordance with the standards, requirements and criteria set forth in the Special Requirements (Exhibit "B") and Technical Provisions (Exhibit "E").

Work by District Forces

Notwithstanding any provisions contained elsewhere in this Agreement, the District reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this Agreement, with its own labor and equipment and/or through a third party.

1. MATERIALS, EQUIPMENT, AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the parks facilities. These supplies and materials shall include, but are not limited to:

- (A) All necessary top dressing, mulch, seed, water absorbers, fertilizers, brick dust, wood chips, decomposed granite, chemicals, amendments, tree stakes, restroom stock, fasteners, rodent control devices, et cetera.

2. LANDSCAPE IMPROVEMENTS

The construction of sidewalks, turf areas, play equipment, and irrigation system installations, when necessary, may be requested to be undertaken by Contractor and shall be on a negotiated price basis provided, however, the District shall have the option to seek bids for such work and may award this work to others.

3. CONTRACTOR STAGING AREA

Contractor is responsible for securing an area for staging equipment and vehicles used to perform all services required under the Agreement at Contractor's sole cost. The District will not provide an area for staging. Contractor shall not stage equipment or vehicles at the Parks Yard or on other District-owned property.

4. CONTRACTOR VEHICLES AT DISTRICT PARKS

Contractor is permitted to drive vehicles within District Parks as needed while performing services, Contractor must park all vehicles in designated parking areas only. If Contractor damages any turf or buildings, they are responsible for replacing it back to original condition.

EXHIBIT "B"
SPECIAL REQUIREMENTS

1. **LEVEL OF MAINTENANCE**

- (A) All work shall be performed in accordance with the Service Level Standards in the Technical Provisions (Exhibit "E") at established frequencies so as to maintain the aesthetic appearance, safety, usefulness and play ability/usability of parks, landscape areas, and maintenance of associated facilities to standards acceptable to the District. Frequencies are indicated for some of the tasks described in the Schedule of Performance (Exhibit "D"). Some higher use areas may require greater frequencies than those indicated in the Service Level Standards in order to provide the minimum required standard service level.
- (B) The District shall make routine inspections of all facility areas included in this Agreement and shall advise Contractor of any deficiencies noted. The results of each inspection shall be recorded and retained for reference. The Parks Inspection Checklist, Appendix "2" of this Agreement, shall be used to evaluate the Contractor's performance.

PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST

PARK NAME: _____ LOCATION: _____

INSPECTOR: _____ DATE: _____

| | | | | | | |
|---|---|---|---|----|---|---|
| S | M | T | W | TH | F | S |
| | | | | | | |

| Item to be Checked (Use the following page to record a brief description of the necessary repairs) | OK | Date Corrected | Deficiency Noted |
|---|----|----------------|------------------|
| Turf Conditions | | | |
| 1. Dry or hot spots / Wet spots | | | |
| 2. Holes filled in / Gophers / Trash cleaned. | | | |
| Walkways | | | |
| 1. Even walking surface, clear of debris. | | | |
| 2. Raised concrete or asphalt. | | | |
| Tree Condition | | | |
| 1. Low hanging branches / dead limbs. | | | |
| Pavilions | | | |
| 1. Clean / free of graffiti | | | |
| 2. Faucets, hose bibs, no leaks | | | |
| Sport Courts | | | |
| 1. Clean and blown off | | | |
| Benches/Tables | | | |
| 1. Clean and free of graffiti / no sharp edges | | | |
| 2. Painted and free of splintering | | | |
| Drinking Fountains / BBQ's | | | |
| 1. Clean and in working order / no sharp edges | | | |
| 2. No, rust spots, or holes | | | |
| Fencing | | | |
| 1. Good Condition, no openings, sharp edges, top/bottom not | | | |
| OTHER CONCERNS: List them on a back sheet of this paper | | | |
| 1.No Concerns | | | |
| 2.Problem Fixed | | | |
| 3.Potential Concerns | | | |
| 4.Broken / Degraded | | | |
| 5.Work Order Generated | | | |
| 6.Requires Immediate Attention | | | |

The Contractor shall compensate the District for all time required for any re-inspection and related supervision as a result of noted deficiencies providing that compensation shall be charged at a rate including actual time, fringe benefits, and mileage costs incurred by the District.

(C) Notices and penalties for non-performance are set forth as follows:

1) Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by District.

2) Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.

3) District's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment in accordance to Section 1 (B) listed above.

4) Description of Deficiencies

- Performance deficiency. Examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.
- Failure to comply with minimum District-defined manpower requirements. Deduction of \$100 per employee per workday.
- Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative. May result in a deduction of up to \$250 per instance per workday.

The Contractor's representative shall contact the District on a weekly basis for notification of any special maintenance item(s) requiring correction.

2. CONTRACTOR'S EMPLOYEES

(A) Uniforms and Clothing

- 1) The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material and style.

- 2) The Contractor's employees shall wear hard-soled shoes at all times while on District's property. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.

(B) Work Force; Background Checks

The Contractor must employ sufficient, appropriately licensed, personnel to perform all work as described in Technical Provisions (Exhibit "E").

The determination of adequacy in the number of Contractor's personnel will be made by the Park Services Manager or his/her representative and will be based upon performance or nonperformance in each case. Upon written notification from the District the Contractor shall assign additional personnel within two work days. Continued nonperformance may result in removing that item or facility area from the terms of this Agreement. Serious nonperformance will be considered Contractor default.

- 1) Parks - The Contractor shall provide maintenance for Parks Areas in conformance with Technical Provisions (Exhibit "E"). Said maintenance shall begin at 7:00 a.m. and shall be provided Five (5) days a week
- 2) Landscape Maintenance Areas - The Contractor shall provide maintenance in conformance with the Technical Provisions (Exhibit "E"). Maintenance for District Parks, Community Center, shall begin at 7:00 a.m. and shall be provided five (5) days a week, Monday through Friday,

(C) Contractor's Representative

The Contractor shall have present at all times when performing maintenance activities, an on-site representative who speaks fluent English, whose duty shall be to supervise and coordinate maintenance operations as they occur. This on-site representative shall carry, during work hours, a cell phone for communication. The District shall be advised in writing of the number for this phone.

(D) Reporting

Contractor or his representative shall meet with the Park Services Manager or his representative on a regular bi-weekly basis and at such other times as may be required by the District to review the performance of the contract and to discuss any problems or matters as determined by the District. The Contractor shall submit a weekly performance report, including a schedule for the following 2 weeks, to the District.

(E) Emergency Services

Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site

and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.

3. EXTRA WORK

In the event of facility damage or facility failure where landscape repair, sprinkler repair, or other facility repair or reconstruction may be required, the District may invite or solicit as extra work, major repair or minor construction activities from Contractor.

Extra work is defined as work requested by the District in addition to the services required of Contractor under this Agreement, such as: replacement of plant materials due to failures beyond the Contractor's control and/or repairs or replacements due to vandalism or Acts of God. Should the incident require an expeditious response, the District shall have the option to pay for all such additional work with either a negotiated fee or a time and materials basis fee.

Contractor shall obtain written approval from the Contract Officer prior to proceeding with any extra work except for emergency repairs. Contractor shall submit a written proposal to the District when extra work is required or requested by the District. The District reserves the right to have any extra work completed by other contractors or District forces.

Contractor shall be responsible for the cost of any extra work as a result of the Contractor's negligence as determined by the Contract Officer in his sole discretion.

4. DAMAGES

Upon authorization by the Contract Officer, the Contractor will be reimbursed for the repair or replacement of any District-owned property, whether real or personal, which is damaged or destroyed through vandalism or fire or which disappears by an unknown cause.

Where public safety is affected Contractor shall make immediate equipment repairs or removals and shall report such repairs or removals within one (1) hour to the Contract Officer.

Any work performed by the Contractor, as described in this Section 4, shall be considered as extra work and shall be paid for as "Extra Work" under these specifications.

5. FACILITY OUT OF USE

In the event any park area or District facility is not usable for any reason, including acts of nature or vandalism, the Contract Officer may declare, for the purpose of maintenance, that an emergency condition exists, and that the facility is out of use. In such event, contract services may be temporarily suspended on a twenty-four (24) hour notice.

Contractor shall not be compensated for any park area or District facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or District facility is partially declared out of use, District

and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

6. CHEMICAL CONTROL

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the State Department of Health Services, the Department of Industrial Relations and all other agencies which govern the use and application of chemicals required in the performance of the work to be provided pursuant to this Agreement. The term "chemicals" shall include but not be limited to: fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants and repellants. Contractor shall apply spray chemicals when air currents are still, preventing drifting onto adjoining property whether or not they are in, or near, the project.

The Contractor shall submit a list of all chemical fertilizers, herbicides or pesticides proposed for use under this contract for approval by the Parks Supervisor. Contractor shall submit a schedule to the Contract Officer outlining date, location and chemical type/analysis to be performed at least fifteen (15) days prior to the week of work. Said schedule must be approved by the Contract Officer before the work is undertaken.

A pollution prevention plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.

7. WATER CONSERVATION N/A

8. SOUND CONTROL REQUIREMENTS

Contractor shall comply with all County and District sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to this Agreement, and shall make every effort to control any undue noise resulting from its operations.

No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7:00 a.m. and after 7:00 p.m. or such other time as directed by the Park Services Manager.

Each internal combustion engine used for any purpose while performing the landscape maintenance services or related to landscape maintenance services shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler. Said noise level requirement shall be applied to all equipment used or related to providing landscape maintenance services, including, but not limited to, tracks, transit mixer, or transit 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 the public or Contractor's personnel.

9. AIR POLLUTION

01224.0001/425489.1

A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to this Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. Material to be disposed of shall not be burned.

B. Responsibility. Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the District may direct attention to the existence of a hazard and the necessary warning and protective measures shall be immediately furnished and installed at the Contractor's expense

10. HAULING

Spillage onto public or private property resulting from hauling operations shall be immediately removed at Contractor's expense.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

11. REMOVAL AND DIVERSION OF DEBRIS

Contractor shall promptly remove all debris accumulated as a result of maintenance operations and shall not allow any debris to remain on the public street or other public property after 4:00 p.m. on the day on which debris is generated.

Debris is defined as leaves, branches, paper and all foreign matter, etc. Grass clippings are not to be removed from the landscape. Removal, diversion, and disposal of debris shall be performed at no additional cost to the District and shall be considered to be included as part of the Contractor's proposal price.

Contractor shall divert grass/turf clippings from landfilling by using mulching mowers specifically designed to mulch grass/turf clippings and redeposit the mulched material back on the landscape. Contractor shall mulch all grass/turf clippings and report the acreage mowed and the frequency at which it is mowed to the District in accordance with Section 6.0, Records and Reports, of the Agreement. Remaining green waste (organic material) such as leaves, twigs, etc. shall be separated from foreign matter (inorganic material) such as paper, glass, plastic, etc. Said green waste shall be separated from foreign matter and diverted from landfilling.

All green waste produced as a result of Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed. Weight slips shall be delivered to the Parks Supervisor, or his designee, as proof of final disposal.

12. AUTHORITY OF THE PARK SERVICES MANAGER

The Park Services Manager or his/her authorized representative shall be the determining authority with respect to all issues regarding the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work. Whenever Contractor's designated supervisor is not present for any part of the work where it may be

desired that he give direction, orders within the scope of these specifications may be given by the Park Services Manager or his/her authorized representative, and Contractor shall instruct its staff to follow these orders as though they had been issued by Contractor.

13. SUSPENSION OF CONTRACT

If, at any time, in the opinion of the District, Contractor has failed to supply an adequate workforce, or equipment of proper quality, or has failed in any other respect to execute the work with the diligence and force specified and intended in and by the terms of this Agreement, notice thereof, in writing, shall be served upon Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with this Agreement, as directed by the Parks Supervisor or his/her authorized representative, within the time specified in such notice, the District Board may suspend this Agreement. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the District may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the conduct of the work and for the completion thereof; or may employ the necessary workmen, substitute other parties to perform the work required under this Agreement; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for in such a manner, as the District Board may deem proper or the District Board may annul and cancel the Agreement and related work. Any excess cost arising there from over and above the contract price shall be charged against the Contractor and his sureties from liability for failure to fulfill this Agreement.

The Contractor and his sureties shall be credited with the amount of money so forfeited toward all excess cost over the operations of this Agreement and the completion of the work by the District as above provided.

14. LAWS TO BE OBSERVED

Contractor shall keep itself and its employees and agents fully informed of, and ensure that all work and services are provided in compliance with, all Federal and State laws, and all municipal ordinances and regulations of the District which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdictions or authority over the same.

Contractor shall comply with all applicable provisions of the Federal law, State law, and the Camarillo Municipal Code including those relating to illicit discharges.

Contractor shall be aware that sections of the Irrigation systems are supplied with Recycled Water. All labor and installations shall be performed in accordance with the rules and regulations of the California Department of Public Health, and all laborers shall be appropriately trained and licensed to work on non-potable water systems.

15. INCLEMENT WEATHER

Contractor shall not work or perform any operations during inclement weather which may destroy or damage ground cover or turf areas. Contractor shall contact the Contract Officer for the determination of non-operation conditions.

16. WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (10C, 18A, 18C)] for Ventura County. Refer to www.dir.ca.gov/dlsr/pwd for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Camarillo Parks office. Contractor further understands and agrees as follows:

- A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)
- B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)
- C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)
- D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.
- E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §§1860 and 3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)
- F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the District harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

17. SURETIES AND INSURANCE

Contractor shall provide the District with a Faithful Performance Bond and a Labor and Material Bond (Payment Bond) within fifteen (15) days from the date of written notice of the award and before commencement of any work under this Agreement as described in the Request for Proposal for Landscape Maintenance Services.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, 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 deliver these documents by the time of execution of this Agreement 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.

| PARK | CODE | AMOUNT |
|-----------------------|------|-----------------|
| ADOLFO PARK | 450 | 440 |
| ARNEILL RANCH PARK | 451 | 591 |
| BIRCHVIEW PARK | 447 | 136 |
| BOB KILDEE PARK | 421 | 1,350 |
| CALLEGUAS CREEK PARK | 460 | 440 |
| CAMARILLO GROVE PARK | 427 | 440 |
| CARMENITA PARK | 461 | 591 |
| CHARTER OAK PARK | 452 | 591 |
| COMMUNITY CENTER PARK | 422 | 713.83 |
| DOS CAMINOS PARK | 443 | 743 |
| ENCANTO PARK | 444 | 288 |
| FOOTHILL PARK | 445 | 288 |
| HERITAGE PARK | 457 | 895 |
| LAURELWOOD PARK | 456 | 288 |
| LOKKER PARK | 448 | 895 |
| MISSION OAKS PARK | 425 | 1,198 |
| NANCY BUSH PARK | 441 | 440 |
| PITTS RANCH PARK | 426 | 1,350 |
| QUITO PARK | 446 | 895 |
| SPRINGVILLE PARK | 459 | 440 |
| MEL VINCENT PARK | 463 | 440 |
| TRAILSIDE PARK | 447 | 136 |
| VALLE LINDO PARK | 424 | 1,198 |
| WOODCREEK PARK | 454 | 136 |
| WOODSIDE PARK | 455 | 591 |
| | | TOTAL 15,513.83 |

COMPANY NAME: Natural Green Landscaping Inc.

- C. FIRST YEAR TOTAL COST \$186,166.00
- D. SECOND YEAR TOTAL COST \$187,381.00
- E. THIRD YEAR TOTAL COST \$188,381.00
- F. TOTAL THREE YEAR CONTRACT COST (Items C-E) \$561,928.00

TOTAL THREE YEAR CONTRACT COST IN WORDS:

FIVE HUNDRED SIXTY ONE THOUSAND DOLLARS
NINE HUNDRED TWENTY EIGHT.

MR
1-16-18

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

The initial term of this Agreement shall be for three years, commencing on the contract effective date. There shall be two (2) additional two-year extension options, at the sole discretion of the District. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the District, the parties shall enter an amendment to this Agreement.

Level of Service

The following are the service levels required for each of the maintenance tasks to be provided by Contractor. All service levels apply to the associated facilities and parks, landscape areas included in Appendix 1, "Facilities Descriptions".

Daily service levels are designated as Monday through Friday (M-F) (5 days per week).

1) Turf Management

- (a) Mowing
- (b) Turf edging & trimming
- (c) Recreation Turf
- (d) Renovation
- (e) Turf irrigation
- (f) Litter & leaf pick-up
- (g) Turf fertilization
- (h) Aeration

Service Level

Once a week any day of the week or M-F
Once a week any day of the week or M-F
Daily (M-F)
As directed by District
Managed by automation as needed
As needed
Two times annually - chemically balanced
Twice annually

2) Hardscape Management

- (a) Parking Lots
- (b) Picnic Shelters
- (c) Walkways & patios
- (d) Play areas, sand areas

Service Level

Inspected (1 day per week, including curbs)
Includes garbage cans emptied (1 day per week)
Cleared (1 day per week)
Inspections and rake thoroughly (1day per week)

3) Trees, Shrubs & Ground Cover Areas

- (a) Shrub Maintenance
- (b) Ground Cover (weeding)
- (c) Cultivation
- (d) Pruning

Service Level

Monthly
Weekly
Monthly
Weekly

5) Park and Other Equipment

- (c) Trash Containers

Service Level

Emptied, cleaned or replaced as needed

Working Time Limits

All work shall be performed between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and as otherwise specified in this Agreement. The majority of maintenance tasks shall be completed Monday through Friday. Some maintenance tasks and "as needed" frequency may require Saturday and Sunday work by Contractor as specified by the District. The District reserves the right to adjust hours.

Coordination of Activities

Contractor shall coordinate work with the District to prevent conflict with District recreation programs, activities and events occurring at District facilities maintained by the Contractor.

Weekly Reporting and Maintenance Schedules

Contractor shall make weekly contact with the Park Services Manager or his designee to discuss work level and effort, as well as maintenance performance. Contractor shall provide the District with a weekly log sheet showing the names, dates, and hours worked of all employees for the previous week, on the following Monday.

Contractor shall deliver weekly (Monday through Sunday) maintenance schedules identifying specific job tasks and the frequencies of performance each day of the scheduled period to the Park Services Manager or his designee no later than the Wednesday prior to the start of the scheduled weekly maintenance.

EXHIBIT "E"
TECHNICAL PROVISIONS – SERVICE LEVEL STANDARDS

The following pages describe the Service Level Standards of the maintenance tasks that Contractor is responsible for. These Service Level Standards shall apply to all facilities and areas included in Appendix 1, "Facilities Descriptions."

1. **TURF MANAGEMENT**

(a) **Mowing** - All turf areas shall be mowed once per week. Mowing heights should be set at 1 to 1.5 inches during the winter and should not exceed two (2) inches in the summer.

(b) **Turf Edging, Trimming and Weed Whacking** - Turf edging, trimming and weed whacking shall be performed once per week concurrently with mowing. All valve boxes, light poles, any obstacle that are in the turf areas need to be weed whacked, edged turf areas shall be cleaned (swept) to complete the edging function within the same workday as edging and trimming is performed.

(c) **Recreation Turf** - These areas shall be inspected daily on designated mow days for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.

(d) **Renovation** - Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.

(e) **Litter and Leaf Pick-up** - Litter and leaf pick-up shall be performed on designated mow days to maintain a neat and clear appearance.

2. **HARDSCAPE MANAGEMENT**

(a) **Parking Lots** - All parking lots shall be inspected on designated mow days (M-F). All weeds growing in cracks shall be removed weekly or sprayed with Round-up.

(b) **Picnic Shelters** - Picnic shelter surfaces shall be inspected daily on designated mow days for litter and trash pick-up. Garbage cans shall be emptied on designated mow days.

(c) **Walkways and Patios** - All walkways and patios shall be kept clean of litter, debris, weeds and dirt. Areas that are close to building entry areas shall be cleaned as needed to keep the area free from litter and blown-in soil. Graffiti shall be reported to the District immediately.

3. **TREES, SHRUBS AND GROUND COVER AREAS**

(a) **Shrub Maintenance** - All shrubbery plantings shall be pruned in a natural method. No shearing shall be done unless shrubbery planted is intended to be formal. Pruning shall be completed at times that culturally allow natural flowering. Shrub planting areas shall be kept free at all times of litter and weeds. Shrub planters shall be mulched and cultivated to promote healthy plants and minimize water needs. Application

of pesticides shall be completed only on non-windy days and prior to 9:00 a.m. All shrub areas shall be fertilized two (2) times annually to promote maximum foliage and flowers.

(b) Ground Cover – All ground cover areas shall be kept at all times free of weeds and litter. Weed control shall be accomplished through a balanced program of pre-emergent and post-emergent chemical application and mechanical or hand removal. Ground cover areas shall be pruned to maintain a minimum four inches (4") of clearance behind edges of curbs, sidewalks, and turf areas. Ground cover areas shall be fertilized two (2) times annually to promote tight growth, flowers, foliage and healthy plants. The application of pesticides shall occur as needed on non-windy days and prior to 9:00 a.m.

(c) Cultivation – Shrub planters and ground cover areas shall be cultivated to a depth of 2-3 inches at least twice a year to encourage plant growth, to promote water conservation and to reduce the quantity of weed growth.

(d) Tree Pruning – All street and parkway trees are pruned under a separate contract. Emergency work and/or safety clearance pruning maybe authorized by the Park Services Manager or his designee. All work shall conform to Pruning Standards of Western Chapter ISA and these specifications. In all cases the District's representative shall have complete and sole discretion in determining conformance and acceptability of trees pruned by the Contractor. Pruned trees rejected by the District's representative shall be excluded from payment, or redone at no cost, to the satisfaction of the District's representative.

(e) Tree Protection – Use of weed whackers or other equipment in a manner that scores or otherwise damages the bark of a tree, such as may cause girdling, is specifically prohibited. Should the Contractors operations result in tree girdling, the tree will be remedied to the satisfaction of the District's representative, up to and including the removal of the damaged tree and replacement with a mature boxed tree equivalent to the damaged tree. This removal and replacement will be at no additional cost to the District.

5. PARK AND OTHER EQUIPMENT

(a) Trash Containers - All trash containers shall be emptied daily on designated mow days. A minimum 1.7 mill thick disposable liner shall be placed in each trash container at the time each container is emptied.

(b) Drinking Fountains - All exterior drinking fountains shall be inspected once each week. Inoperable drinking fountains shall be written down and put on safety inspection sheet.

6. WEED ABATEMENT

(a) Weed Abatement - Contractor shall inspect 1 day per week (M-F) and cut and remove all grass/weed material growing in the soil or gravel weekly or as needed (M-F).

PROPOSER

- 1) Name of Proposer Gilbert Zaragoza Jr. / Natural Green Lands Inc.
- 2) Address of Proposer 5661 Perkins Rd.
Oxnard CA, 93033
- 3) Proposer intends to operate the business with which this proposal is concerned as a Sole Proprietorship ; Partnership ; Corporation ; Joint Venture ; or Explain: _____


Signature

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

- 1. Name in full _____
- 2. Address _____
- 3. Birth date _____ Place of Birth _____
- 4. Social Security No. _____
- 5. State Driver's License No: _____

Partnership Statement

If a Partnership, answer the following:

1. Date of organization _____

2. General Partnership
 Limited Partnership

3. Statement of Partnership recorded: Yes No

| Date | Book | Page | County |
|------|------|------|--------|
|------|------|------|--------|

4. Certificate of limited Partnership recorded: Yes No

| Date | Book | Page | County |
|------|------|------|--------|
|------|------|------|--------|

5. Has the partnership done business in Ventura County?

Yes No Explain: _____

6. Name, address, and partnership share of each general partner:

| Name of Partner | Address | Share |
|-----------------|---------|-------|
| | | |
| | | |
| | | |
| | | |
| | | |

7. Furnish the birth date, place of birth, Social Security No., and State driver's license number of each person shown above.
8. Attach a complete copy of Partnership Agreement.
9. Is the partnership now involved, or has it been involved, in any business enterprise whatsoever?

If so, give full details:

CORPORATION STATEMENT

If a corporation, answer the following:

1. When incorporated? 2010
2. Where incorporated? California
3. Is the corporation authorized to do business in California?
 Yes No If so, as of what date? July 8
4. The corporation is held: Publicly Privately

5. If privately held, provide the following:

| Name of Partner | Address | % of Stock Owned |
|-----------------------------|------------------------------------|------------------|
| <u>Gilbert Zaragoza Jr.</u> | <u>5661 Perkins Rd. Oxnard CA.</u> | <u>100</u> |
| | | |
| | | |
| | | |

6. If publicly held, how and where is the stock traded:

7. List the following:

| | Authorized | Issued | Outstanding |
|-----------------------------|------------|--------|-------------|
| Number of voting shares | | | |
| Number of non-voting shares | | | |
| Number of shareholders | | | |

| | Par | Book | Market |
|--------------------------------|-----|------|--------|
| Value of share of Common Stock | \$ | \$ | \$ |

8. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and any person holding more than 10% of the outstanding stock.
9. Furnish the birth date, place of birth, Social Security No. and State driver's license number for each person shown under Item No. 5 above.
10. Is the corporation now involved, or has it ever been involved, in any business enterprise whatsoever? If so, attach full details.

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of organization _____
2. Joint Venture Agreement or Statement recorded? Yes No

| Date | Book | Page | County |
|------|------|------|--------|
| | | | |
3. Has the Joint Venturer done business in Ventura County?
Yes No When? _____

4. Name and address of each Joint Venturer:

| Name | Address |
|------|---------|
| | |
| | |
| | |

If a Joint Venturer is a Partnership or Corporation, complete pages 22 or 23 as applicable.

5. Furnish the birth date, place of birth, Social Security No. and State driver's license number for each person shown under Item No. 4 above.
6. Attach a complete copy of the Joint Venture Agreement.
7. Is the Joint Venturer now involved, or has it ever been involved, in any business enterprise whatsoever?

If so, give full details:

FINANCIAL DATA

FINANCIAL STATEMENT

Attach a complete report, prepared in accordance with acceptable accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. Be prepared to substantiate all information shown.

SURETY INFORMATION

Has any surety or bonding company ever been required to perform upon your default?

Yes

No

If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes

No

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

PENDING LITIGATION

Provide detailed information regarding present or threatened litigation, liens, or claims involving any participant in the proposal. If there are none, state that there is no existing or threatened litigation, lien, or claims against any participant in the proposal.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Dylan Gunning, Administration Analyst

DATE: January 4, 2023

**SUBJECT: CONSIDERATION AND APPROVAL TO ACCEPT THE
PHASE 2 PORTION OF THE SOMIS FARM WORKERS
PROJECT QUIMBY FUNDS**

SUMMARY

The District has received the phase 2 portion of the Quimby Funds for Somis Farm Workers Project.

BACKGROUND

Quimby Fees means all fees (i) established and imposed upon the Project pursuant to the Quimby Act as set forth in California Government Code Section 66477 et seq., and this Agreement, (ii) in effect as of the Adoption Date.

ANALYSIS

The District has received the phase 2 portion of the Quimby funds for the Somis Farm Workers Housing Project. The District received phase 1 on August 5, 2022, in the amount of \$347,625.00.

| PHASE 2 QUIMBY FUNDS | | |
|-----------------------------|----------------------|--------------|
| Project | Date Received | Funds |
| Somis Farm Workers Project | 10-26-2022 | \$278,100 |

FISCAL IMPACT

The District has received Quimby fees in the amount of \$278,100.00. Funds have been placed into Fund 30.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal and Strategy 1.3: Identify additional sources of revenue to reduce the reliance of property tax.

RECOMMENDATION

Receive and approve to file the report.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Katlyn Simber-Clickener, Recreation Services Manager

DATE: January 4, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF THE REQUEST
FOR PROPOSALS FOR THE OPERATION OF
PICKLEBALL PROGRAMMING ON DISTRICT LANDS**

SUMMARY

The Pleasant Valley Recreation & Park District (“District”) staff is recommending that the Board of Directors authorize staff to issue a Request for Proposals for Pickleball Programming. The District staff currently cannot meet the demand for pickleball programming. District staff want to ensure that with the future Freedom Park Pickleball Complex, the District can meet community demand and ensure that players of all ages, abilities, and socioeconomic background are welcome.

BACKGROUND

Pleasant Valley Recreation & Park District (“District”) has been offering Pickleball programming to the public since 2016. The program started as a free drop-in program at Freedom Park Gymnasium, three days a week. In 2017 the District worked to provide temporary dual-use courts at Bob Kildee Community Park (“Bob Kildee”). Due to the growth and demand for increased programming, in May of 2018 the Board approved the resurfacing of all tennis courts at Bob Kildee to include the conversion of two (2) tennis courts to four (4) dedicated pickleball courts and one (1) tennis court to a dual-use tennis/pickleball court. The new courts allowed the District to begin hosting open play and contracted instructor programming at Bob Kildee. In the summer of 2019, the Recreation Department hosted a pickleball tournament and offered an adult pickleball league. Due to COVID conditions in 2020, there was an increase in outdoor sports to include pickleball and tennis.

With the increase in demand for additional courts and the demolition of Freedom Gym by the Oxnard Union High School District, the PVRPD initiated an Ad Hoc Committee to address the concerns and increased needs of the pickleball and tennis communities in November 2020. Based on the recommendations of the committee in April of 2021, the Board approved the conversion of one (1) tennis court at both Springville Park and Pitts Ranch Park to dual-use tennis/pickleball courts and the creation of a pilot program at Bob Kildee to give pickleball priority playing time to better manage the high volume of players. With popularity and demand for pickleball continuing to grow locally, regionally and nationally, the Board approved a budget allocation of \$1.4M in Quimby Fees for the creation of a pickleball complex at Freedom Park. Final complex designs were approved by the Board on July 7, 2022. During this process, the District has worked closely with the Camarillo Pickleball Association and other members of the community to provide input

on pickleball programming. This is in addition to the two contracted instructors the District currently contracts with to provide instructional programming and adult league play. The District's contracted instructors and the Camarillo Pickleball Association are frequent renters/users of the current courts owned and operated by the District.

ANALYSIS

The District currently cannot meet the demand for pickleball programming from the community. By partnering with a Pickleball Contract Operator, the District can provide more programming for Pickleball and the future Freedom Park Pickleball Complex. Programming will include but not be limited to private/group lessons, tournaments, leagues and clinics.

The District currently contracts with two contracted instructors to offer programming and the Camarillo Pickleball Association who are frequent renters/users of District courts. By partnering with a contracted Pickleball Operator, the District will be able to increase and diversify offerings to the pickleball community and decrease the demand for staff time for Pickleball programming. As the District has seen an increased interest in programming, staff wants to ensure that the Freedom Park Complex is being used to help generate revenue for the District as eventually a Premier Sports Complex. By partnering with an Operator, the District will receive a pickleball expert that has an advantage of latest trends and increase needed programming therefore increasing District revenue. The Operator will also be responsible for minor court maintenance with their programming to include prepping courts for use, which will decrease staff time at the courts but increase the efficiency of minor fixes. The District currently works with several other Contract Operators to offer sports programming that the District cannot provide. By entering into an agreement with a Contract Operator, the operator would be able to increase the interest and help the District steadily provide more programming. At a later time, programming will expand to the new Freedom Park Pickleball Complex (upon the initial phase of construction completion). Implementation of programming at the new facility would increase revenue to help the District generate additional income.

FISCAL IMPACT

At this time there is no fiscal impact associated with the approval of the RFP. After reviewing the responses for the RFP, staff will return to the Board to request approval of a Program Operator.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal and Strategies:

- 1.1B: Develop sustainable funding sources for implementation of the Strategic Plan, deferred maintenance, priority projects, and on-going operations.
- 1.3: Identify additional sources of revenue to reduce the reliance on property tax.
- 3.1: Renovate and modernize existing parks and recreation facilities.

RECOMMENDATION

It is recommended that the Board review and approve the Pickleball RFP for the operation of pickleball programming on District lands.

ATTACHMENTS

- 1) Request for Proposal for Pickleball Programming (13 pages)
- 2) Sample of Professional Services Agreement (13 pages)

PLEASANT VALLEY RECREATION & PARK DISTRICT
REQUEST FOR PROPOSALS
FOR
Pickleball Program Operator



RFP RELEASE DATE:

January 5, 2023

PROPOSALS DUE:

February 10, 2023

DELIVER PROPOSALS TO:

ADMINISTRATIVE OFFICE

PLEASANT VALLEY RECREATION & PARK DISTRICT

Attn: Katlyn Simber-Clickener, CPRP, Recreation Services Manager

1605 E. Burnley Street, Camarillo, CA 93010

Phone: (805) 482-1996

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DRAFT

NOTICE INVITING PROPOSALS FOR A PICKLEBALL PROGRAM OPERATOR TO PROVIDE PICKLEBALL PROGRAMMING

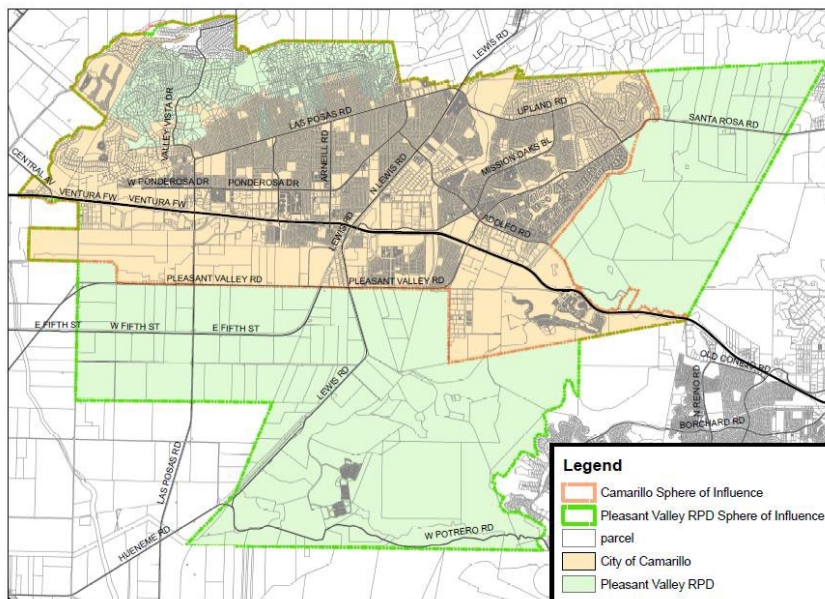
Introduction

The Pleasant Valley Recreation and Park District (“District”) is issuing this Request for Proposals (“RFP”) from experienced and qualified professional Pickleball Program Operators (“Operators”) to provide Pickleball programming to the local community. The District expects the Operator to review our existing program offerings and make recommendations on how they can improve programming to meet the growing demand for the pickleball community.

District Background

The District, an independent special district, was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District is located in and around the city of Camarillo, serves a population of over 70,000 and covers an area of approximately 45 square miles. It has grown from one park to 28 parks since its inception 60 years ago. Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, tennis and pickleball courts, a running track, walking paths, premier soccer fields, hiking trails, picnic pavilions, children’s play equipment, and barbeque areas. The City of Camarillo, incorporated in 1964, is a separate entity from the District, however, they add recreational and cultural service value and amenities to the community by owning two small parks, a trail system, and a full-service library they operate independently of the District.

Below is a map that displays the District’s and the City’s respective Spheres of Influence:



The District operates with a five-member Board of Directors operating under a general manager form of government. The Board of Directors is elected under a division-based system to serve as the District’s legislative and policy making body. The General Manager is responsible for directing

District affairs as prescribed by the Board of Directors and the administration of day-to-day activities of all District employees.

Project Goals & Objectives

The purpose of this document is to provide proposers/candidates with the information needed to submit a proposal for review by the District and, if selected, enter into a Professional Services Agreement with the District.

The goal of the RFP is to find a qualified Contractor/Operator to provide Pickleball programming for the community.

The District is currently working with Contracted Instructors to offer Pickleball classes to include introductory, intermediate, and advanced classes as well as a Round Robin class. The District currently rents to a local Pickleball group that rents courts for programming, to include lessons, fun play and some tournaments. With the growing demand for Pickleball and the increasing number of community members that play Pickleball, the District has approved construction to begin for a Pickleball complex to be located at Freedom Park.

Pickleball programming can occur at several of the District's locations to include Bob Kildee Community Park, Springville Park, Pitts Ranch Park, and potential new locations to include the Freedom Park Complex and the District's newest park slated to open in the next few years. The current Pickleball courts are currently open to public use and are funded and maintained by the District.

The Operator's Scope will include assuming primary responsibility for the courts when the Operator is offering programming, fiscal management coordinated with the District, scheduling of courts, instructions, clinics, special events, tournaments, and the supervision of the courts and Operator's employees, contractors, and volunteers when providing programming.

Community accessibility to ensure that players of all ages, abilities, and socioeconomic background are welcome to the Pickleball courts and maximizing the courts as a recreational benefit is a high priority for the District.

The intent is to bring in an operator to grow the current pickleball programming, which consists of about 10 classes ranging from beginner to advanced programming over the span of 4 months. Once the Freedom Park Pickleball Complex construction of phase one is complete, then there could be an expansion of programming.

Term of Contract

The term of the contract shall be for Two years from the date of contract execution, and by mutual agreement of the District and the awardee(s), may be renewable for two additional two-year periods.

Project Scope

The operator shall review current offerings by the District and propose an increase in programming. The following outlines what is needed from the operator and what is provided by the District.

A. Responsibilities of the Operator

1) Prior to Start of Contract

- a) Operator must have a Professional Pickleball Registry Certification
- b) At Operator's expense, complete the District mandated background screening for all personnel, instructors, staff, and/or contractors associated with pickleball operator or provide a letter to the District stating that all personnel, instructors, staff, contractors, or volunteers associated with the Operator have completed a background check to include livescan.
- c) Meet the District's insurance requirements.

2) Duration of the Contract

- a) Direct, manage and provide supervision for the operation of programming on the District's Pickleball Courts which would include leagues, tournaments, clinics, and group/private lessons and also provide the District with proposed guidelines towards operation of those activities.
- b) Provide pickleball instruction for individuals or groups and promote both general and tournament use of the courts. Host at least one league, tournament, and/or clinic per quarter based on community and facility availability. Operator will need to pre-schedule with the District as they will affect the tennis courts and park usage.
- c) Operator is responsible for hiring, supervising, and compensating the staff, contractors, and professionals required to operate programming on the District's Pickleball courts.
- d) Courts shall be available for public use (either fee based or at no charge) during approved hours of operation per District policies.
- e) Court reservations/bookings shall be available by phone, in-person, website and/or a digital platform offered through the District.
- f) Recommend fees for private lessons, group lessons, clinics, camps, special events, tournaments, and league participation, etc.
- g) Use District registration system to have community members register for programming.
- h) Pickleball Court Hours of Operation:
 - Open every day throughout the year, weather permitting, at hours which are consistent with District policies.
 - Accessible to the public from 7:00 a.m. to 9:00 p.m., Monday through Sunday. All courts must be available during approved operating hours (Fee based or at no charge). A combination of no charge and fee-

based court use is highly desired.

- i) Pickleball Courts Tournament Schedules:
 - With the approval of the District General Manager or their designee, organize and conduct pickleball tournaments and special events based on community and facility availability.
 - Operator may host at least one league, tournament, and/or clinic per quarter based on community and facility availability.
- ii) Provide all equipment, which includes balls, ball machines, racquets/paddles, and any other necessary equipment, required to conduct lessons, clinics, camps, etc.
- iii) Secure and maintain all licenses necessary to do business in the State of California, Ventura County, and City of Camarillo. All licenses and permits are to be obtained at Operator's expense.
- iv) Payment of any and all pertinent federal, state, or local self-employment, Workers Compensation or income taxes, or other assessments levied by governmental authorities on any monies earned as a result of the pickleball management services contractual relationship with the District. The District is to be reimbursed for any claim or assessment, including interest and penalties, by any taxing authority arising out of Operator's failure to fulfill the foregoing responsibilities.
- v) Fiscally manage the Pickleball Programming in coordination with the District for offerings and provide the District with either a percentage or flat fee rate. Maintain complete accounting records and implement appropriate account controls consistent with standard business practices. Provide financial statements on a quarterly and annual basis to the District within 30 days of the period end.
- vi) Such Financial Statements shall be due within one hundred twenty (120) days of the anniversary date of the effective date of the contract. The financial statements shall reflect financial position at the conclusion of the previous fiscal year. The Financial Statements shall include such information as the District may reasonably require including but not limited: to a balance sheet and income statement, tax return, general ledger, bank statement along with documentation of amounts paid to independent contractors and employees. The District shall have the right to review financial statements more frequently during the year and at the District discretion may require monthly reports. The District at its own cost and expense may audit contractor operations from a financial and management perspective at any time during the term of the Agreement.
- vii) All transactions generated as a result of instruction shall be accounted for as follows:
 - Maintain and have available for the District quarterly participation and revenue reports to include:

- i. All participant names, addresses of participants; type of instruction, amount paid by participant; and
 - ii. Gross revenues broken down by category including but not limited to daily fees, lessons, clinics, camps, league play, events, tournament receipts, stringing fees, merchandise and resale and maintenance fees paid by the District;
 - iii. Trial balance which must contain quarter end balances for all accounts including cash, accounts payable, revenues and expenses; and
 - iv. Documentation of court usage (copies of calendar indicating reservations and actual usage is acceptable); and frequency of tournaments; leagues, camps, clinics and special events.
- p) Daily Cleaning may be required as part of the contract. Such items could include blowing of courts, trash pickup, etc. Operator may be responsible for opening and closing the facility daily.

B. Responsibilities of the District

- 1) Provide court time for the Operator's programming use as available
- 2) Provide marketing assistance that includes, but not limited to the following: programs listed in the Recreation Guide, eblasts, social media, and announcements when appropriate.
- 3) Electrical, water and sewer, trash collection are the responsibility of the District.
- 4) Major repairs and capital improvements will be provided by the District to include:
 - a) Fencing repairs
 - b) Light Fixture repairs
 - c) Resurfacing of courts as necessary

Submission Requirements

Interested proposers/candidates must submit three (3) copies, plus an electronic version (PDF or Microsoft Word format) of the proposal on or before the deadline containing the following information to the District to be considered a viable candidate for this contract. Proposals shall not exceed 25 pages including any attachments (staff resumes do not count toward the page limit). Any proposal that does not contain the information outlined below shall not be considered.

1. Transmittal Letter to the Selection Committee

- a. The proposal must contain a cover letter, signed by an official authorized to commit the firm/vendor to the representations, commitments and statements contained in both the proposal and contracts. This should include the name, mailing address, email address, and phone number of the Proposer's primary contact person for the proposal. Advertising, brochures, and other promotional material should not be included.

2. Description and Qualifications of the Proposer

- a. Describe the Proposer's business and background to include ownership, organization structure, jurisdiction in which the Proposer is organized and date of inception.
 - i. Overview of services offered and any qualifications
- b. Number of years of experience running Pickleball Programming
 - i. To include experience and qualification in conducting Pickleball Programming for similar government/public sector entities.
 - ii. Professional Pickleball Registry Certification

Failure to provide this information may be cause for the proposal to be rejected.

3. Staffing

- a. Provide an organizational chart identifying: 1) the operator manager for providing programming; 2) each key person who would be assigned to carry out the work, and their respective roles in performing the work. Provide a separate description of the experience and qualifications of such manager and key persons, including a summary of experience on similar programming to those described in this proposal. Resumes should be included for all key individuals as an appendix to the submittal.

4. References

- a. A list of no more than three (3) references for the proposer/candidate and no more than three (3) references for any subcontractors, if proposed, including the names, addresses and telephone numbers of recent clients, preferably other public agencies and a listing of the specific programming and key individuals that have participated in them. Include the dollar amount related to participation. Identify how much experience the Operator and sub consultant, if needed, has had with public agencies.
- b. A minimum of two (2) examples of past work completed within the last five (5) years that represent the type of programming requested in this RFP. Examples can be representative of programming included in your References or from separately completed projects. Please provide a brief description of these selected references including when it began, its current status, a description of the proposer's role/involvement, and any specific information on how the community was responsive to the programming.

5. Scope of Work

- a. A clear and concise statement of the proposer's/candidate's understanding of the nature and extent of the services required.
- b. Approach to the programming, highlighting the methodology and process to be used, components and expected deliverables.
- c. Provide a timeline for programming.
- d. Describe the standards and methods used by the proposer/operator to assure useful quality deliverables to the District and Community.
- e. Describe how your company will address concerns or deficiencies in quality control and deliverables and give specific examples.
- f. Indicate in your proposal any portion of work that would be performed by a subcontractor.

- g. A general overview of the proposer's/candidate's approach should be submitted showing how the proposer will:
 - i. Maximize Pickleball programming
 - ii. Provide Community access to the courts through any combination of fees or no charge court use.
 - iii. Provide regular court maintenance to remove debris from courts.
 - iv. Provide community engagement opportunities to increase the interest in programming.
 - v. Provide a technological approach to maximizing community access and programming.
- h. Identify objectives/tasks that you feel are key to the success of the proposed programming; this may include items not already identified in this RFP.

6. Project Budget & Other Financial Information

- a. The proposer/candidate shall furnish the financial information requested below. If submitted by a consortium, a joint venture, a partnership, or by an individual, it shall be signed by an individual authorized to bind the firm making the proposal.
 - i. Cost and Programming
 - 1. Include a brief narrative that generally describes anticipated expenses, revenues, and net income for each year.
 - 2. Cost by program to include any minimums and time frames.
 - a. In addition, the projected costs to the public for the following program elements shall be included in the Proposal:
 - i. Lesson (group and private) rates
 - ii. League rates
 - iii. Tournament rates
 - iv. Equipment rental rates
 - v. Any other proposed fees
 - 3. Options for revenue sharing/percentage or flat monthly fee with escalations with the District.
 - ii. Proposer must include in the proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the proposer or in which the proposer has been judged guilty or liable within the last five (5) years.
 - iii. If there is no negative history to disclose, the proposer must affirmatively state in its proposal that there is no negative history to report.
 - iv. A disclosure of all personal, professional, or financial relationships with any officer and/or employee of the District.

7. Required Documents

- a. General attachments
 - i. A copy of United States or Pickleball Certificate
 - ii. Cost and Programming Proposal

Evaluation Criteria

The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives within a reasonable budget. While cost is important, other factors are also significant and the District may not select the lowest cost proposal.

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the objectives mentioned above and the following criteria with a given point value listed below.

| Selection Criteria—RFP | Points Available |
|--|-------------------------|
| Understanding of Scope of Work; Recommended Methodology | 30 |
| Programming Proposal & Fees | 30 |
| Demonstrated Expertise in Performing Similar Work | 15 |
| Qualifications and Experience of Key Staff | 15 |
| References & Past Project Samples | 10 |
| Total Points Available Per Proposal | 100 |

Total scores will be tabulated, and the highest ranked firm will enter into negotiations. If the District requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that presentations have not been scheduled and are not anticipated at this time. However, if the District elects to set up interviews and the firm is invited to give a presentation to the committee, notice will be given with a set date.

[Proposer Selection & Notification](#)

The issuance of this RFP and the selection of the most qualified proposer is the first step in the process that will eventually lead to the execution of an agreement with the most qualified proposer/candidate. Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP.

The successful proposer/candidate to whom work is awarded shall, within 60 days of Board approval, enter into a contract with the District for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract.

The District reserves the right to enter into a contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer.

The District reserves the right to accept and or withdraw the RFP in whole or in part, at any time and for any reason and or request additional information from all proposers. Submission of a proposal confers no rights upon a proposer and does not obligate the District in any manner. The District also reserves the right to modify any aspects or waive any irregularities, terminate, or delay this RFP, the RFP process, and or the program, which is outlined within this RFP at any time if doing so would serve the interest of the District. Contract award will be made at the sole discretion of the District based on evaluation of all responses.

Each proposer, by submitting a proposal, agrees that if the District accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFP

will be considered non-compliant. Proposers may be disqualified, and the proposal may be rejected by the District for any of, but not limited to, the following reasons:

- Failure to properly respond to the RFP;
- Evidence of collusion among the proposers submitting the proposals;
- Failure to comply with the specification requirements of the RFP.

Contract Requirements

The District plans to use the attached Pleasant Valley Recreation & Park District Professional Services Agreement. Operators with significant concerns about the sample agreement should not submit on this RFP.

The top ranked proposer/candidate will be notified in writing and will be asked to meet and submit their prospective scope of services and refine programming fees (Percentage based or fee based). If after negotiation and consideration, the District is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top-ranked firm and, at their sole discretion, may: enter into negotiations with the second-ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new Proposals.

Estimated Selection & Approval Schedule

Request for Proposals Open – January 5, 2023

Deadline for Proposals – February 10, 2023

Evaluation/Interview Operator– February 13-24, 2023

Award of Contract – April 5, 2023

Start of Services – June 1, 2023

**The District reserves the right to revise the above schedule.*

Questions

Upon release of this RFP, all Operator communications concerning the RFP should be directed to Katlyn Simber-Clickener, Recreation Services Manager via the contact information listed below. Unauthorized contact regarding this RFP with any other District employees may result in disqualification. Any oral communications will be considered unofficial and non-binding with the District. Operators should rely only on written statements by Ms. Simber-Clickener.

Name: Katlyn Simber-Clickener, Recreation Services Manager

Address: Pleasant Valley Recreation & Park District
1605 E. Burnley Street, Camarillo, CA 93010

Email: ksimber@pvrpd.org

Submittal Instructions

Proposals must be received no later than February 10, 2023 at 11:00AM. The proposals shall be in a sealed envelope or box and clearly labeled with the Operator's name, address, and "Pickleball Courts Program Operator RFP." An original and three (3) hard copies plus one electronic copy (on USB flash drive) of the proposal shall be submitted in a sealed envelope and must have the following information on the outside.

Proposals shall be mailed to:

Pleasant Valley Recreation & Park District

Attn: Katlyn Simber-Clickener, Recreation Services Manager

1605 E. Burnley Street

Camarillo, CA 93010

No amendments, additions or alterations will be accepted after the submission deadline. Late proposals will not be accepted. Proposal and documents submitted become the property of the Pleasant Valley Recreation and Park District.

DRAFT

Attachment A – Professional Services Agreement

See Attachment

DRAFT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PLEASANT VALLEY
RECREATION & PARK DISTRICT
AND
OPERATOR, INC.**

This agreement is made and entered into, effective [REDACTED] between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency (“District”), and [REDACTED], a California [REDACTED] (“Operator”).

RECITALS

WHEREAS, following District’s Request for Proposal process, the District desires to contract with Operator for certain professional planning services necessary for the development of _____ (“Project”).

WHEREAS, Operator represents that it has the qualifications and technical skills, experience and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1. Scope of Services

Operator shall perform the professional services required to complete the Project for the District as described in the Scope of Work _____ attached as Exhibit “B” and incorporated by reference herein.

All work and services by Operator shall be performed in a diligent and professional manner.

Operator warrants that its services shall be performed, within the limits prescribed by the District, in a manner consistent with the level of care and skill ordinarily exercised by environmental, planning, and engineering professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Operator’s Proposal, this Agreement, or any reports or documents prepared herewithin.

Operator agrees to undertake the discrete tasks outlined in Exhibit “B” only upon consultation with and authorization from the District’s General Manager and Park Superintendent.

As further described on Exhibit “B”, Operator’s Services include:

- c. Pursuant to this Agreement, Operator is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

5. Compliance with Laws

Operator will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to Operator's work, including but not limited to those relating to copyright, trademark or other intellectual property matters.

6. Licenses, Permits, Fees and Assessments.

Operator shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Operator shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Operator's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

7. Environmental Laws.

Operator shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Operator shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

8. Acknowledgment of Relationship

Operator agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Operator under this Agreement, or any information made available to Operator by District, shall not be revealed, disseminated or made available by Operator to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

9. Payment to District

- a. Operator shall pay District monthly in proportion to the programming performed plus reimbursable expenses and charges for additional services within five (5) days after the end of month exception of any disputed amounts which shall be withheld until

resolution of the dispute. Payment terms are further described on Exhibit "C".

- b. No payment made under this Agreement shall be conclusive evidence of Operator's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Operator's work.

10. Assistance by District

District agrees to provide to Operator available information of relevance to Operator's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Operator and render all reasonable assistance toward completion of Operator's work.

The District's Project Manager shall be Mary Otten, General Manager.

11. Ownership of Documentation

All maps, data, reports and other documentation (other than Operator's drafts, notes and internal memoranda), including duplication of same prepared by Operator in the performance of these services, shall become the property of the District and shall be retained by the Operator for a period of three years after completion of the Project. If requested by the District, all, or the designated portions of such documentation, shall be delivered to the District.

12. Termination of Contract

Operator specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Operator's services with or without cause, and without penalty, at the completion of any phase of Operator's services as set forth in Exhibit "B." Any termination or any special instructions hereunder from District shall be made in writing. In the event this Agreement is terminated, all data, specifications, documents and information generated by Operator in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Operator.

13. Indemnification and Hold Harmless; Insurance Requirements

- a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Operator's services, to the fullest extent permitted by law, Operator shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Operator, its officers, agents,

employees of subcontractors (or any entity or individual for which Operator shall bear legal liability) in the performance of professional services under this Agreement.

b. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Operator shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Operator or by any individual or entity for which Operator is legally liable, including but not limited to officers, agents, employees or subcontractors of Operator.

c. Submission of insurance certificates or other proof of coverage shall not relieve Operator from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

d. Prior to the commencement of the Project, Operator shall provide District with proof of the types and amounts of insurance described on Exhibit "A".

14. No Assignment

This Agreement is a personal services contract and work hereunder shall not be delegated or assigned by Operator to any person or entity without the advance written consent of District. Operator shall not employ any subcontractors for its work.

15. Examination of Records

Operator agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Operator's documents, papers and records, including accounting records, relating to or involving this Agreement.

16. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To Operator: _____

To District: PLEASANT VALLEY RECREATION & PARK DISTRICT
Attn: Mary Otten, General Manager
1605 E. Burnley Street
Camarillo, CA 93010

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

17. No Waiver

No failure or delay by District in asserting any of District’s rights and remedies as to any default of Operator shall operate as a waiver of the default, of any subsequent or other default by Operator, or of any of District’s rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

18. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

19. Terms

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

20. Incorporation of Recitals

The foregoing recitals are incorporated herein as though fully set forth.

21. California Law

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura, State of California.

22. Additional Provisions

Operator agrees that no full time employee of District shall be employed by its firm during the period that this Agreement is in effect.

23. Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

24. Conflict of Interest.

Operator 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. Operator shall comply with all conflict of interest laws and regulations.

25. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

26. Corporate Authority.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DISTRICT:
PLEASANT VALLEY RECREATION &
PARK DISTRICT

By: _____
Mary Otten, General Manager

ATTEST:

INSERT

OPERATOR:
XXXX, a California corporation &
PARK DISTRICT

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT "A"

**PLEASANT VALLEY RECREATION & PARK DISTRICT
INSURANCE REQUIREMENTS**

Operator 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 Operator, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Operator shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

5. Contractors Pollution Liability: N/A
6. Asbestos Pollution Liability: N/A

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its directors, officers, employees, agents and volunteers (collectively "District Parties"), or (2) Operator 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 the Architect; or automobiles owned, leased, hired or borrowed by Operator.
2. For any claims related to this Agreement, Operator's insurance coverage shall be primary insurance as respects the District and District Parties. Any insurance or self-insurance maintained by the District and District Parties shall be excess of the Operator's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the District.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement

effective date, Operator must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.

4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

VERIFICATION OF COVERAGE

Operator shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District, or on other than the District's forms provided those endorsements conform to District requirements and are acceptable to the District. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Operator shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractor shall be subject to all of the requirements stated herein.

END OF PAGE

EXHIBIT "B"
SCOPE OF WORK

DRAFT

EXHIBIT "C"
COMPENSATION

DRAFT

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: January 4, 2023

**SUBJECT: CONSIDERATION AND APPROVAL FOR STAFF TO
WORK WITH CAMROSA WATER DISTRICT TO MOVE
FORWARD WITH AN INSTALLATION OF A WELL
LOCATED AT CALLEGUAS CREEK PARK**

SUMMARY

The Pleasant Valley Recreation & Park District (District) and Camrosa Water District have formed a long-standing partnership. The District has entered into various agreements with Camrosa Water District since 1981 and has continued its partnership. As part of Camrosa's continued efforts to increase the percentage of water supply that comes from local resources and decrease the dependency of high-priced, imported State Water Project water, they are looking to maximize their use of local resources. Staff is requesting the Board to provide direction regarding the installation of a well at Calleguas Creek Park.

BACKGROUND

In 1981, the District entered an agreement with the Camrosa Water District for the installation and operation of a well site at Woodcreek Park. The original agreement identified all the conditions for use of District property. In particular, the term of the agreement is for fifty-five (55) years and rent is waived in lieu of Camrosa providing irrigation water at no cost for Woodcreek Park. This arrangement has been in existence for 33 years without problems and has led to a good working relationship between the two Districts.

Camrosa Water District had a preliminary hydrogeological well site feasibility study prepared in August of 2014. A field survey of the potential well sites was conducted to identify potential well sites and correlated the sites with local hydrogeological conditions. A total of fourteen locations were believed to have the potential to be viable sites at the time of the survey. In October of 2022, the original well siting study was evaluated by Hopkins Groundwater Consultants to ensure the well site rankings were still valid.

On January 7, 2015, the District Board approved agreement with Camrosa Water District to install a second (Woodcreek #2) well on the north/west corner at Woodcreek Park. This well will run in conjunction with the old well until it fails to produce any longer. When the original well site (Woodcreek #1) fails then the well will be decommissioned and returned to suitable park property.

ANALYSIS

For three decades, Camrosa has striven to “build self-reliance.” The primary driver for shifting demand of imported water was, for most of that time, financial. District leadership saw the steepening increases in imported water costs as inexorable and determined to spend ratepayer funds on less costly alternatives. By developing local groundwater, including a brackish groundwater desalter, and building out non-potable systems, the District has over the past 25 years transferred approximately 50 percent of its demand from imported water to local sources. With all their local resources online, the District could meet approximately 80 percent of demand with local supplies. The District did all this for less than the cost of buying imported water all along.

The Camrosa Board of Directors undertook a Strategic Plan update in the spring of 2022. Their FY2022-23 Strategic Plan reiterates the importance to Camrosa of developing complete water supply independence and establishes doing so as a near-term strategic priority. Their goal is to continue to build self-reliance to 1) improve water reliability/reliance, 2) have more control over the cost of water they deliver, 3) diversify their water portfolio, and 4) become less reliant on Metropolitan Water District and Calleguas.

The Well Siting Study conducted by Hopkins Groundwater Consultant in 2022 evaluated 10 specific well sites where it may be feasible to produce up to 1,500 gallons per minute. Other considerations were Well Constructability and Ease of Acquisition. Two sites stood out as the most suitable for well construction, with Calleguas Park being one of the two.

FISCAL IMPACT

There is no fiscal impact associated with this request.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 4.4.B: Develop, maintain, and enhance relationships with other government agencies serving our community, such as but not limited to the County of Ventura, national and state parks, Pleasant Valley School District, Santa Monica Mountains Conservancy, City of Camarillo, California State Channel Islands, and Camrosa Water District.

RECOMMENDATION

It is recommended that the Board discuss and provide direction to work with Camrosa Water District and bring back an agreement to install a well located at Calleguas Creek Park.


ATTACHMENTS

- 1) Exhibit A – Potential Well Site Location (1 page)

Calleguas Creek Park

Exhibit A

Legend

 Potential Well Site

 Well Location

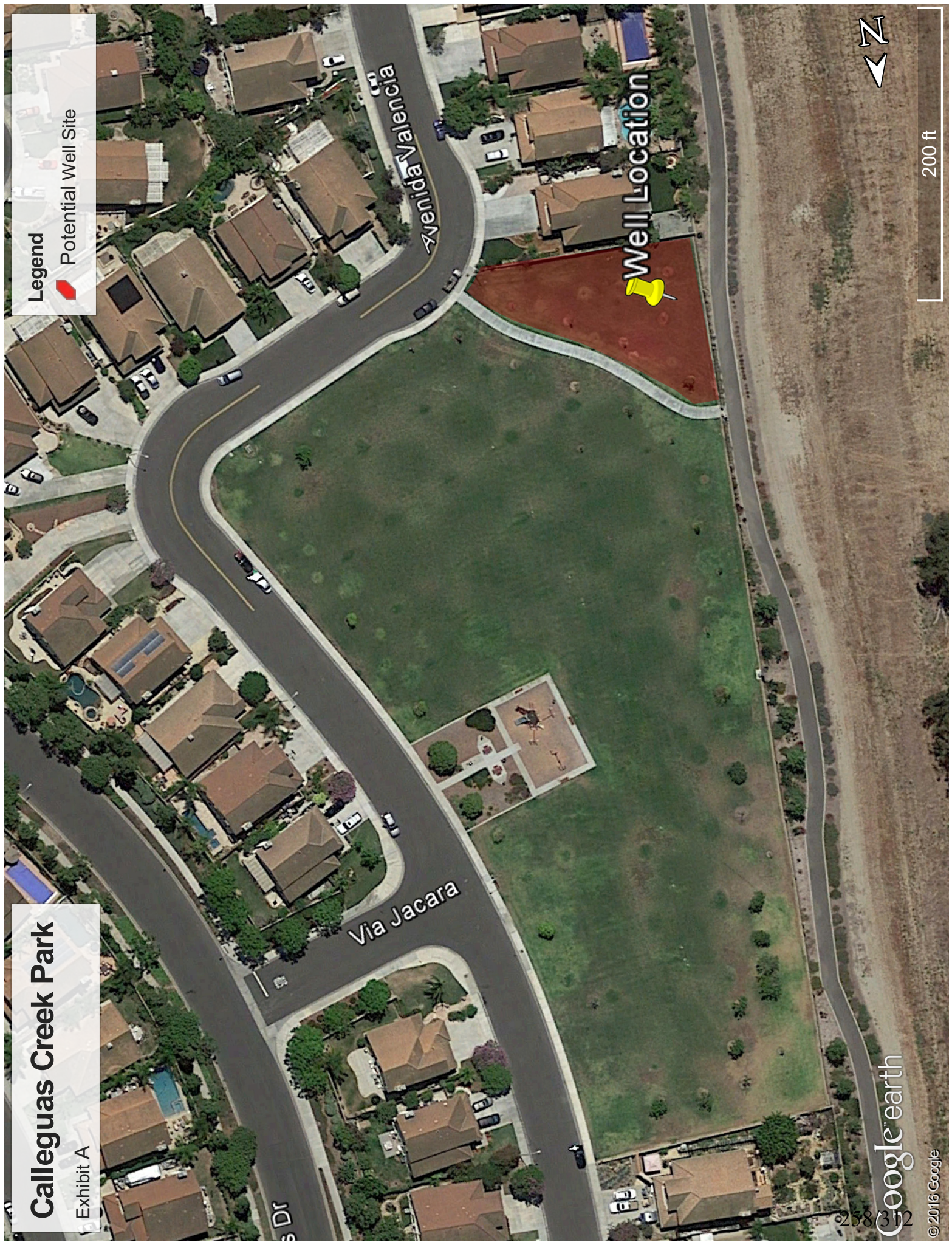


200 ft

Google earth

© 2016 Google

25832



**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: January 4, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD
FOR COMMUNITY CENTER SEWER LINE
REPLACEMENT**

SUMMARY

During the April 2022 budget workshop, the Board allocated \$125,000 to repair the Community Center sewer lines. Over the last three years, the sewer lines have continued to fail and have required special equipment to allow the lines to properly drain. After further inspection, it has been determined that the sewer lines are failing more frequently, requiring the lines to be replaced.

BACKGROUND

Over the last three years, the Community Center outdoor restrooms have continued to back up. Staff has taken a number of steps to mitigate and resolve the problems; however, the clogs in the line continue to occur. Since 2019, the District has spent nearly \$6,000 to have the lines hydro-jetted by a plumber to clear the lines. After several occurrences, staff proceeded to the next step which was to have a vendor send a camera down the lines to identify the source of the problem. After further inspection, it was determined there was a low spot identified in the sewer line.

The sewer lines at the Community Center are 53 years old. Over time, the lines have the potential to sink as the area around the lines settles and moves. Low areas in the line begin to collect debris from restroom use. As the debris builds up over time, it compounds to the point where there is no flow in the lines and the blockage can become so bad that a drain auger will no longer break through the block. At this point, it requires a stronger piece of equipment such as a hydro-jet to push through the block allowing for flow through the lines. It is not reasonable to continue to rely on hydro-jetting the lines for normal operation.

There is no way to determine when a blockage may occur which has caused staff to shut down the restrooms. A blockage is more likely during heavy use such as during a community event, camps, camp out, and special events. To resolve this problem, it has been recommended to re-route the sewer line with a new line allowing drainage to travel a shorter distance.

ANALYSIS

Once the cause of the reoccurring blockage was identified, staff met with a plumber to discuss various options for a permanent resolution. One option was to locate the section of pipe that developed the low point and cut the concrete in that area to expose the pipe. Once exposed, the

low spot in the drainpipe would be cut out and replaced. The concern with this approach would be the large area of concrete to be replaced as well as disruption to the rest of the sewer line. A second option would be to re-line the existing sewer line in an attempt to fill the low point in the sewer line. The concern with this option is the low spot would reform over time as well as possible disruption to the rest of the drain line.

During the job walk, it was determined that the slope of the existing sewer line barely met the required slope. After evaluating several options, the recommendation is to bypass the current sewer line creating a shorter path of travel with a new line. The existing sewer line travels 225 feet through a number of 90 degree turns and fittings to the main sewer line. The proposed resolution is to run a new line that travels only 90 feet to the main sewer line. Originally, staff planned to bore a trenchless pipe through the ground and re-connect the sewer line. After further inspections, there is concern with the intersection of the existing gas line and water line. By using the trenchless method, there is no way to know exactly where the new sewer line will intersect the existing gas and water lines. The waste in a sewer line is drained by gravity and because of this, the sewer line must maintain consistent fall from one connection to the next to ensure proper drainage. It is not an option to reroute the sewer line to avoid the existing gas and water lines. If the gas and water lines are at the same depths needed for the new sewer line, the contractor would need to cut out the area of concrete to expose the utilities and reroute them to allow the sewer line the fall needed for proper drainage. After much thought and consideration, staff believe the best course of action would be to cut a trench through the concrete, exposing the length of the trench. A new line will be laid in the open trench, making connection to the existing line at each end. This will allow the contractor to have a clear view of the gas and water lines or any other obstructions. If any of the utilities are needed to be moved, this will take the guess work out of the equation.

The utility lines supply gas and water to the Administration building. If either line needs to be shut down for repair or relocation, the contractors will have to shut down water and gas to the entire Community Center. Due to the nature of this project staff are aware there is a potential the utility lines will need to be relocated to make room for the new sewer line. Due to this, staff is requesting a contingency of \$20,000 for this project should these other utility lines need to be moved. The additional amount is to avoid an emergency situation, where we would need to come back to the Board for additional funding which would cause the Community Center to be without utilities for an extended period of time.

Once the new line is installed there will be proper flow in the line creating a shorter distance for sewage to flow freely to a larger, main sewer line. The new line will allow for a permanent resolution to the current on-going blockage as well as easier maintenance going forward.

| CONTRACTOR | BID AMOUNT |
|-------------------|-------------------|
| JTEC Corporation | \$29,500 |
| MW Loyd | \$44,000 |

After reviewing each bid, staff is recommending JTEC Corporation for this project as the lowest bidder. If the Board elects to award the bid to JTEC Corporation, the approximate timeline for this project will be as follows:

| | |
|--------------------|------------------|
| Award Contract | January 4, 2023 |
| Project Start | January 23, 2023 |
| Project Completion | February 3, 2023 |

FISCAL IMPACT

Funding for this project was allocated from the FY 2022-2023 Capital Budget. The Board originally allocated \$125,000 to the Community Center Sewer Line Project. The action before the Board would authorize the General Manager to enter into an agreement with JTEC Corporation for the amount of \$29,500 and approve a contingency of \$20,000 for a total budget not to exceed \$49,500.

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 of supply and active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

RECOMMENDATION

It is recommended that the Board of Directors consider and authorize the General Manager to enter into an agreement between the District and JTEC Corporation for the installation of a new sewer line at the Community Center not to exceed the budget of \$49,500.

ATTACHMENTS

- 1) Contract (17 pages)

BID FORM

FIRM NAME: JTEC CORPORATION _____

POINT OF CONTACT: Brian Olshever _____

ADDRESS: 5776-D Lindero Canyon Road, #156
Westlake, CA 91362

TELEPHONE NUMBER: 805-551-5211 _____

FAX NUMBER: _____

FOR THE

COMMUNITY CENTER SEWER LINE PROJECT

SPEC NO. CCS-01

FISCAL YEAR 2022-2023

PLEASANT VALLEY RECREATION & PARK DISTRICT

**BID FOR THE
COMMUNITY CENTER SEWER LINE PROJECT**

SPEC NO. CCS-01

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as "**COMMUNITY CENTER SEWER LINE PROJECT, SPEC NO. CCS-01**" 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 "**COMMUNITY CENTER SEWER PROJECT, SPEC NO. CCS-01**", for the sum set forth in the following schedule:

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

COMMUNITY CENTER SEWER PROJECT

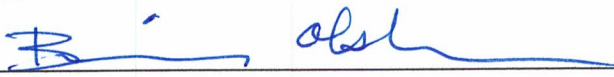
SPEC NO. CCS-01

BID SCHEDULE

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|----------|---|--------------------|------|-----------|---------------------|--------------------------------------|
| 1. | Cutting, disposing, and replacing concrete. | 100 | LF | 40.00 | 4000 ⁰⁰ | |
| 2. | Trenchless pipe bursting | 100 | LF | 100.00 | 10000 ⁰⁰ | Addendum / NU trenches cut & INSTALL |
| 3. | Installation of new 4" pipe | 100 | LF | 150.00 | 15000 ⁰⁰ | |
| 4. | Make new connection | 1 | L.S. | 500.00 | 500 ⁰⁰ | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |
| 11. | | | | | | |
| 12. | | | | | | |
| 13. | | | | | | |
| 14. | | | | | | |
| 15. | | | | | | |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|-----------------------------------|-------------|--------------------|------|-----------|------------------------|------|
| 16. | | | | | | |
| 17. | | | | | | |
| 18. | | | | | | |
| 19. | | | | | | |
| 20. | | | | | | |
| 21. | | | | | | |
| 22. | | | | | | |
| 23. | | | | | | |
| 24. | | | | | | |
| TOTAL BID AMOUNT IN FIGURES | | | | | \$ 29500 ⁰⁹ | |
| TOTAL BID AMOUNT IN WORDS | | | | | | |
| Twenty Nine Thousand Five Hundred | | | | | | |
| AND NO CHANGE | | | | | | |

JTEC CORPORATION
Bidder Name


Signature of Bidder

Dated November 22, 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.

JTEC CORPORATION/ BRIAN OLSHEVER

Bidder Name

5776-D Lindero Canyon Road, #156

Westlake, CA 91362



Signature of Bidder

Dated November 22, 2022

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

- (1) Address: 5776-D Lindero Canyon Road, #156 , Westlake, CA 91362
- (2) Telephone: 805-551-5211
- (3) Type of Firm: Corporation
(Individual, Partnership, or Corporation)
- (4) Contractor's State License Classification 1022774 Expiration date 1/31/2024
- (5) Corporate organized under the laws of the State of: California
- (6) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (), Female (), Other (Specify) _____.
- (7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

Brian Olshever 5776-D Lindero Canyon Rd, #156 Westlake , CA 93162

- (8) Number of years of experience as a Contractor in construction work. 7 JTEC, 32 Personally
- (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>246,000</u> | <u>Ashallt, Concrete, Underground, Deo.</u> | <u>4/2022</u> | <u>Mckevet School, Santa Paula School, Doug 805-861-8353</u> |
| \$ <u>\$390,000 (3)</u> | <u>Sidewalk, Rails, ADA Ramps, Wayfinging Signs Trash Enclosures</u> | <u>2022</u> | <u>Ventura Port District, Joseph Gonzales, P.E. 805-805-701-4859</u> |
| \$ <u>179,000</u> | <u>Stem wall, electrical sewer, grading, ada sidewalk, water</u> | <u>2022</u> | <u>Rancho Simi Recreation and Park Tom Evans 805-297-6434</u> |

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

Date of Inspection: Jerome Saul, Lonny Jimenez
November 15, 2022

(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: N/A
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: None- In house equipment
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 _____ ^{XXXX}

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.

Brian Olshever, being first duly sworn, deposes
Name

and says that he or she is President of JTEC Corporation,
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.

1022774- A and B License

Contractor's State License Number and Classification

01/31/2024

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: Moorpark, Ventura, California

(City and County, State)

on 11/22, 202022.



Signature

1022774- A and B License

State License Number and Classification

5776-D Lindero Canyon Road, #156 Westlake

Street Address

City

CA

State

91362

Zip Code

Telephone Number 805-551-5211

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.

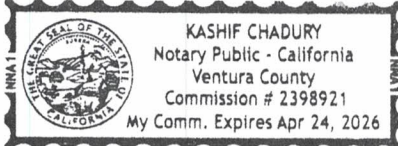
STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On 11/22, 2022, before me, Kashif Chadury, a Notary Public, personally appeared Brian Olshever, 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

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

The undersigned declares:

I am the President of JTEC CORPORATION, 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 11/22/2022 [date], at Camarillo [city], California [state].

Erin Olah

(By)

President

(Title)

ATTEST:

[Signature]

Old Republic Surety Company

(Surety)

14728 Pipeline Avenue, Suite E

(Address)

Chino Hills, CA 91709

Andrew Sysyn

(By)

Andrew Sysyn, Attorney-in-Fact

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ 0

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE 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 Orange)

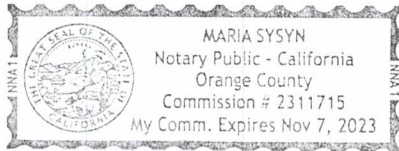
On NOV 01 2022 before me, Maria Sysyn, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Andrew Sysyn
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: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____



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:

Andrew Sysyn of San Juan Capistrano, 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, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds 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 9th day of October, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of October, 2020, 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, 2022

(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 7199

Signed and sealed at the City of Brookfield, WI this 1st day of November, 2022

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

**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: January 4, 2023

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD
FOR THE LEAD AND ASBESTOS REMOVAL AT THE
FREEDOM PARK POOL**

SUMMARY

The District Board has set aside Quimby funds in the amount of \$1,400,000 to design and build a Pickleball Complex. The Freedom Pool renovation project would allow the District to utilize land that has been inactive for the past 19 years.

BACKGROUND

The 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.

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. 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 demolition, design and master plan for the pool and this portion of the land swap area.

On December 2, 2021, the District Board approved a professional service agreement with Lauterbach and Associates Inc. for the architectural design services and community input phase for the Freedom Park Pickleball renovation project.

Staff has hired a soils engineering firm (AGS Soils Engineering) for the soils study, and a land surveyor (MNS) for the actual property lines.

At the December 1, 2022 Board meeting, Standard Demolition Inc. was awarded the demolition contract for the Freedom Park Pool.

ANALYSIS

On October 3, 2022, staff received a proposal from Gordian, who does bids for Source-Well cooperative bidding process. Their bid came back at \$66,882. After staff performed further research, it was determined to proceed with the District's formal bidding process.

At the November 3, 2022 Board meeting, a Request for Bid along with bid specifications for the Lead and Asbestos Removal of the Freedom Park Pool was approved. Staff held a mandatory job walk on November 22, 2022 and two (2) contractors attended, but one (1) was not timely and was not allowed to participate due to the District's bidding requirements. Bids were due on December 6, 2022.

The lone bid came in from VenTerra Environmental Inc. at \$59,550. As part of this bid they will be required to obtain all permits for removal and disposal of the hazardous waste, as well as a water truck for a wet removal so the hazardous materials won't contaminate the air.

Once all the Lead and Asbestos have been mediated, the demolition phase will start, and staff will be able to start the next phase of this project. The project could start in late January 2023 with an approximate completion date of early to mid-February 2023.

The breakdown of the one (1) bid staff received is shown in the below table.

| Vendor | Bid Amount |
|-----------------------------|-------------------|
| VenTerra Environmental Inc. | \$59,550 |

FISCAL IMPACT

Funding for this project was allocated from the FY 2022-2023 Quimby Budget. The total expense for VenTerra Environmental Inc. is \$59,550 plus a 15% contingency of \$8,932 to bring the total to \$68,482. The District allocated \$1,400,000 from the Quimby Funds for this project. Currently, as part of this budget, we have paid Lauterbach & Associates Architects \$17,009.06 of the \$108,850 owed, MNS Engineers \$5,465 for the land survey and \$11,000 to AGS Soils Engineering.

Once the Lead and Asbestos is removed, the Demolition phase has taken place and the four contractors and the architects are all paid in full, there will be approximately \$1,080,000 remaining in this account.

| Vendor | Contract | Paid to Date |
|-----------------------------|-----------|--------------|
| Lauterbach & Associates | \$108,850 | \$17,009.06 |
| MNS Engineers Land Survey | \$5,465 | \$5,465 |
| AGS Soils Engineering | \$11,000 | \$11,000 |
| Standard Demolition Inc. | \$126,179 | N/A |
| VenTerra Environmental Inc. | \$68,482 | N/A |

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 VenTerra Environmental Inc. for the removal of the Lead and Asbestos at the Freedom Park Pool not to exceed the budget of \$68,482.

ATTACHMENTS

- 1) Contract (29 pages)

BID FORM

FIRM NAME: Venterra Environmental, Inc.

POINT OF CONTACT: Larry Jones

ADDRESS: 301 Candelaria Road

Oxnard, CA 93030

TELEPHONE NUMBER: 805-988-3000

FAX NUMBER: 805-988-3022

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):

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**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**

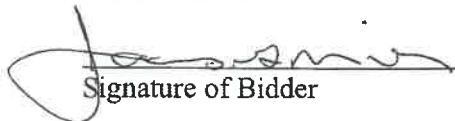
BID SCHEDULE

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|----------|--|--------------------|-------|-------------|-------------------|---------------|
| 1. | THIS SECTION WILL BE FOR THE LEAD ABATEMENT IN THE LOCKER ROOM BUILDING | | | | | |
| 2. | Perform interior demolition as necessary to access all lead ceramic wall tile | 300 | sqft | \$ 1.56 | \$ 470.00 | |
| 3. | Remove approximately 1,300 sq ft. of green lead ceramic wall tile throughout the Boys Shower and Restroom | 1,300 | sqft | \$ 9.24 | \$ 12,012.00 | |
| 4. | Remove approximately 1,300 sq ft. of green lead ceramic wall tile throughout the Girls Shower and Restroom | 1,300 | sqft | \$ 9.24 | \$ 12,012.00 | |
| 5. | Remove approximately 450 sq ft. of green lead ceramic wall tile from two west side restrooms | 450 | sqft | \$ 5.56 | \$ 2,502.00 | |
| 6. | Remove 1 lead porcelain sink on the D side of the Boys Shower and Restroom | 1 | ea. | \$ 156.00 | \$ 156.00 | |
| 7. | Scrape loose and flaking red lead paint from the cove base in the Girls Shower and Restroom | 312.5 | lnft. | \$ 2.00 | \$ 625.00 | |
| 8. | Provide generator(s) for electrical power to complete this work | 1 | ea | \$ 1,000.00 | N.C. | |
| 9. | Install critical barriers, plastic sheeting on walls and hepa-filtered exhaust | 1,251 | sqft | \$ 2.00 | \$ 2,502 | |
| 10. | All materials will be removed utilizing wet removal methods | | | | N.A. | |
| 11. | Perform Lead Waste Characterization of waste | | | | \$ 1,251.00 | |
| 12. | Manifesting and disposal of asbestos waste | | | | \$ 996.00 | Lead Disposal |
| 13. | | | | | | |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|----------|--|--------------------|-------|-----------|-------------------|------|
| 14. | POOL EQUIPMENT FOR LEAD ABATEMENT BUILDING | | | | | |
| 15. | Scrape loose and flaking yellow lead paint from the traffic stripe on the concrete | 417 | sqft | \$ 3.00 | \$ 1,251.00 | |
| 16. | | | | | | |
| 17. | THIS SECTION WILL BE FOR THE ASBESTOS ABATEMENT IN THE LOCKER ROOM BUILDING | | | | | |
| 18. | Roof Mastics: Remove approximately 12 sq ft. of black asbestos roof penetration mastics on vent pipes | 12 | sqft | \$ 100.60 | \$ 1,207.72 | |
| 19. | Window Putty: Remove approximately 26 metal framed windows with <1% Asbestos window putty and dispose of as regular construction debris | 26 | ea. | \$ 92.90 | \$ 2,415.44 | |
| 20. | Asbestos Pipe and Tank Insulation: | | | | | |
| 21. | <i>Boys Locker Room:</i> Remove approximately 90 ln ft. of asbestos insulated pipe, elbows and joints | 90 | 90 | \$ 92.90 | \$ 2,415.44 | |
| 22. | <i>Girls Locker Room:</i> Remove approximately 8 asbestos insulated pipe elbows | 8 | ea | \$ 75.48 | \$ 603.86 | |
| 23. | <i>Utility Chase:</i> Remove approximately 65 ln ft. of asbestos insulated pipe, elbows and joints | 65 | lnft. | \$ 37.16 | \$ 2,415.44 | |
| 24. | <i>Side Restrooms:</i> Remove approximately 20 ln ft. of asbestos insulated pipe at the ceiling | 20 | lnft. | \$ 60.39 | \$ 1,207.72 | |
| 25. | <i>Mech/Boiler Room:</i> Remove approximately 100 sq ft. of asbestos water tank insulation and 7 joints | 100 | sqft | \$ 96.62 | \$ 9,661.76 | |
| 26. | | | | | | |
| 27. | Asb & Lead Bonding | 1 | All | | \$ 1,734.00 | Bond |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|--|---|--------------------|------|-------------|-------------------|------|
| 28. | POOL EQUIPMENT FOR ASBESTOS ABATEMENT BUILDING | | | | | |
| 29. | Remove approximately 7 sq ft. of black asbestos roof penetration mastics on vent pipes | 7 | ea | \$ 86.27 | \$ 603.86 | |
| 30. | Remove approximately 7 metal framed windows with <1% Asbestos window putty and dispose of as regular construction debris. | 7 | ea | \$ 402.57 | \$ 1,207.72 | |
| 31. | | | | | | |
| 32. | | | | | | |
| 33. | File a 10-business day notification to Ventura County Air Pollution Control District, and pay fees, prior to commencement of work | 500 | sqft | N.A. | \$ 300.04 | |
| 34. | Manifesting and disposal of asbestos waste | 1 | | \$ 2,000.00 | \$ 2,000.00 | |
| TOTAL BID AMOUNT IN FIGURES | | | | | \$ 59,550.00 | |
| TOTAL BID AMOUNT IN WORDS <u>Fiftynine Thousand, Five Hundred Fifty Dollars.</u> | | | | | | |

James G. Mier
Bidder Name


Signature of Bidder

Dated 12-6-2022

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.

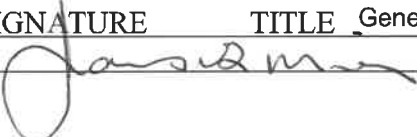
Bidder must fill in number and date of all addenda or enter the word "none" if appropriate.

| | <u>NO.</u> | <u>DATED</u> | <u>NO.</u> | <u>DATED</u> |
|---|------------|--------------|------------|--------------|
| <u>The following Addenda are ACKNOWLEDGED and attached</u> | | | | |
| No Addendums | | | | |
| | | | | |
| | | | | |

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 12-6-2022 AT 301 Candelaria Rd.
Oxand, CA 93030

COMPANY NAME Venterra Environmental, Inc.

SIGNATURE  TITLE General Manager/RME
 (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.

James G. Mier

Bidder Name

Signature of Bidder

Dated 12-6-2022

BID BOND
(10% of the Bid Amount)

KNOW ALL MEN BY THESE PRESENTS that we VenTerra Environmental, Inc.
as Principal, hereinafter referred to as "Contractor" and Merchants Bonding Company (Mutual)
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,
hereinafter called the "District," in the sum of _____
Not to exceed ten percent of the bid amount***** Dollars (\$ ^{Not to exceed 10% of} _{the bid amount*****}), 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 _____
Lead and Asbestos Abatement Project; SPEC No. FP-2

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 28th day of November, 2022, ~~2019~~, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

VenTerra Environmental, Inc.
(Contractor)
301 Candelaria Road
(Address)
Oxnard, CA 93030

CALIFORNIA ALL-PURPOSE 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 Sacramento

On 11-28-2022 before me, Sandra R. Black, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Erin Johnson
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 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 the form to another 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: Erin Johnson

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:
Merchants Bonding
Company (Mutual)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Erin Johnson; Jonathan Russell; Robin L Amstutz; Sandra R Black; Stella Winterbourne

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

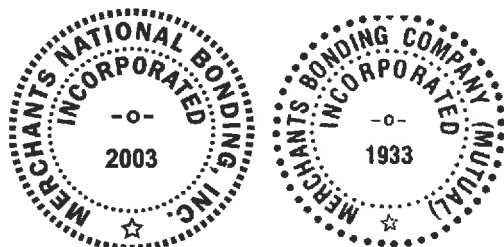
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of November, 2021

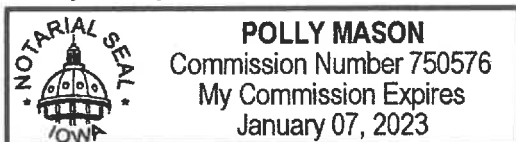


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of November, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

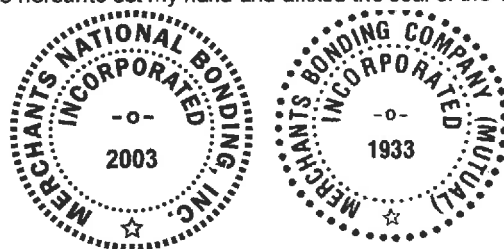


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of November, 2022



William Warner Jr.
Secretary

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

- (1) Address: 301 Candelaria Road
- (2) Telephone: 805-988-3000
- (3) Type of Firm: Corporation
(Individual, Partnership, or Corporation)
- (4) Contractor's State License Classification A, ASB, C22 Expiration date 6-30-25
- (5) Corporate organized under the laws of the State of: CA
- (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.
John Sheck - President
Stuart Lipsett - Vice President
James G. Mier - General Manager/RME
- (8) Number of years of experience as a Contractor in construction work. 50 + yrs.
- (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 |
|-------------------|---------------|----------------|---|
| \$ <u>198,000</u> | <u>C22</u> | <u>8-30-22</u> | <u>McGillivray Const. Dave Immel 3140 Loma Vista Ventura, CA 93003 805-648-1517</u> |
| \$ <u>136,335</u> | <u>C22</u> | <u>5-15-21</u> | <u>BHL Industries Brant Davis 11201 Santa Fe Ave. Lynwood, CA 90262 310-537-6142</u> |
| \$ <u>30,756</u> | <u>C22</u> | <u>4-30-22</u> | <u>Ventura Unified School Dist. 359 S. Victoria Ave. Ventura, CA 93003 Jason McIlhaney 805-289-7981</u> |

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

NAME: Inline Distributing, Inc.
ADDRESS: 14093 Balboa Blvd., Sylmar, CA 91342
EQUIPMENT TO BE PROVIDED: Poly sheeting, tape, bags, PPE

NAME: Standard Industries
ADDRESS: 1905 Lirio Ave., Ventura CA 93004
EQUIPMENT TO BE PROVIDED: Trash Hauling

NAME: ECTI
ADDRESS: P.O. Box 7318, San Bernardino, CA 92411
EQUIPMENT TO BE PROVIDED: Hazardous Waste Hauling

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

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

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

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

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

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

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 CA) ss.

James G. Mier _____, being first duly sworn, deposes
Name

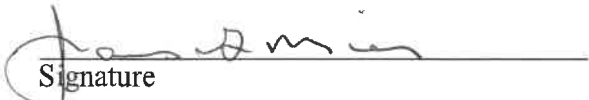
and says that he or she is General Manager/RME of VenTERRA Environmental, Inc.,
Title Name of Firm

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.

989629 A, ASB, C22
Contractor's State License Number and Classification
6-30-2025
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: Oxnard, Ventura County, California
(City and County, State)
on Dec. 6, 2022.


Signature
989629 A, C22 ASB
State License Number and Classification
301 Candelaria Rd. Oxnard CA 93030
Street Address City State Zip Code
Telephone Number 805-988-3000

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

The undersigned declares:

I am the Estimator of Venterra Environmental, 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 12-6-2022 [date], at Oxnard [city], CA [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 VenTerra Environmental Inc. _____ hereinafter referred to as the "Contractor".

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

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "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

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.

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: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to VenTerra Environmental Inc. _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **LEAD AND ASBESTOS ABATEMENT PROJECT, SPEC NO. FP-2**

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

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

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

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

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

_____ **PRINCIPAL** _____ **SURETY**

Address of Surety:

CITY STATE ZIP

TELEPHONE

BY: _____ BY: _____
(PRINCIPAL SEAL) (PRINCIPAL SEAL)

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

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to VenTerra Environmental Inc. _____, 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.

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.)

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Dylan Gunning, MPA CPRP

DATE: January 4, 2023

**SUBJECT: BOARD MEMBER COMMITTEE ASSIGNMENTS FOR
2023**

BACKGROUND

The District is obligated to comply with several Government codes, in particular the Public Resource Code Section 5784.13 and Government Code Section 54954(a) governing all aspects of the management and operation of Special Districts. Within these sections, the code requires that special districts establish policies and procedures for the orderly and efficient operation of Board business.

As part of the Board Bylaws and procedures, the Board Chair appoints the chairs and members of the Board committees and establishes ad hoc or advisory committees. Per the board bylaws, the following standing Board committees exist: 1) Finance, 2) Foundation, 3) Liaison, 4) Long-Range Planning, 5) Personnel, and 6) Policy. Each committee is a “legislative body” and shall comply with applicable requirements of the Ralph M. Brown Act.

At the beginning of every calendar year the newly elected Board Chair assigns Board Members to the six standing committees, ad hoc committees for short term projects, and four outside agency committees which support the District’s interests. Two Board Members are assigned to the regular standing committees and one Board Member is assigned to outside agency committees.

The committees to which the Board Chair will assign Board members are as follows:

Standing Committees:

1. Finance
2. Foundation
3. Liaison
4. Long Range Planning
5. Personnel
6. Policy

Current Outside Committees:

- Santa Monica Mountains Conservancy (SMMC)
- Ventura County Special District Association (VCSDA)
- California Special District Association (CSDA)
- Ventura County Consolidated Oversight Board (VCCOB)

Ad Hoc Committees:

- City of Camarillo Liaison
- Miracle League
- Pickleball/Tennis

FISCAL IMPACT

There is no fiscal impact with this item.

RECOMMENDATION

The Board Chair will present committee assignments for the calendar year 2023.

9. 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 Magner
- 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, Personnel
- F. Ad Hoc Committees – Miracle League
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report
- I. Board Members