

**PLEASANT VALLEY RECREATION & PARK DISTRICT
ADMINISTRATION OFFICE – SENIOR CENTER
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
January 3, 2024**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #757

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete any agenda item(s), or add any emergency agenda item(s).
- 5. PUBLIC COMMENT** - **In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public.** If you would like to make comments about a matter within the Board’s subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item for discussion. Speakers will be allowed three minutes to address the Board.
- 6. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired, the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. Minutes for Regular Board Meeting of December 7, 2023**
Approval receives and files minutes.
 - B. Warrants, Accounts Payable & Payroll**
District's disbursements dated on or before November 30, 2023.
 - C. Financial Reports**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for November 2023.
 - D. Consideration and Approval to Issue Bid Specifications/Request for Proposals for Pool Deck Resurfacing at the Pleasant Valley Aquatic Center**
The District is seeking a contractor to resurface the pool decking at the Pleasant Valley Aquatic Center.
 - E. Consideration and Approval to Issue Bid Specifications/Request for Proposals for Tennis Court Resurfacing at Valle Lindo Park**
The District is seeking a contractor to resurface the tennis courts at Valle Lindo Park.
 - F. Consideration and Approval to Issue a Request for Proposals for Consulting Services for a Comprehensive Parks and Recreation Master Plan**
The District is seeking consulting services to complete a comprehensive parks and recreation master plan.

7. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Adoption of Resolution No. 756 Approving Updated Drug and Alcohol Abuse/Substance Abuse in the Workplace Sections of the Personnel Policy Manual and Memorandum of Understanding between the Pleasant Valley Recreation and Park District and SEIU to comply with Assembly Bill 2188

AB 2188 amends the California Fair Employment and Housing Act (FEHA) to generally prohibit an employer from discriminating against an employee or applicant because of the employee's or applicant's cannabis use off the job and away from work. AB 2188 becomes operative as of January 1, 2024.

Suggested Action: A MOTION to Adopt Resolution No. 756, replacing the Drug and Alcohol Abuse/Substance Abuse in the Workplace sections in the 2022 Personnel Policy Manual and the Memorandum of Understanding between the Pleasant Valley Recreation and Park District and the Service Employees International Union, Local 721.

B. Consideration and Acknowledgement of Capital and ADA Project Updates

Staff will provide an update on Capital and ADA projects identified in the 2023-2024 Budget.

Suggested Action: No action needed.

C. Board Member Committee Assignments for 2024

The Board Chair will present committee assignments for the calendar year 2024.

Suggested Action: No action needed.

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

A. Chair Malloy

B. California Special District Association

C. Santa Monica Mountains Conservancy

D. Standing Committees – Finance, Long Range Planning

E. Foundation for Pleasant Valley Recreation and Parks

F. General Manager's Report

G. Board Members

9. ADJOURNMENT

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

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

**Pleasant Valley Recreation and Park District
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
December 7, 2023**

6:00 P.M.

REGULAR MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

4. AMENDMENTS TO THE AGENDA

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

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to
Approve the
Agenda as
Presented**

Carried

5. PUBLIC COMMENT

Chair Magner received 3 speaker cards. Chuck Foy stated that repurposing tennis courts is not the solution for addressing the growing need for pickleball courts. He suggested that other surfaces such as a basketball or volleyball court be used because the ball used in pickleball is only a wiffle ball. Mr. Foy stated there are not enough tennis courts in Camarillo for peak playing in the afternoon and evening. The dual use courts are difficult to use because of all the additional lines.

Austin Morris stated that he plays tennis every day and commingled courts are a potential hazard. At Pitts Ranch Park, stray pickleballs go onto a tennis court and players chase after it without notification and interrupt the tennis play where tennis balls are moving at higher speeds. He suggested that looking for alternative underutilized flat surfaces with a mobile net might help. Mr. Morris also mentioned that the court surface at Pitts Ranch Park is in very poor condition.

Doug Blois stated that there was no feedback asked of the tennis players regarding repurposing a tennis court at Pitts Ranch Park. He stated that tennis courts are 4 times larger than pickleball courts and that games are 2 hours long and there are no fences between the courts. Mr. Blois suggested that until new pickleball courts are built at Freedom Park,

courts should be kept separate with 6 pickleball courts at Pitts Ranch Park and 3 tennis courts at Springville Park.

6. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of November 1, 2023
- B. Minutes for Special Board Meeting of November 6, 2023
- C. Warrants, Accounts Payable & Payroll
- D. Financial Reports

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

Motion to Approve Consent Agenda

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

7. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of a Three-Year Agreement between the Pleasant Valley Recreation & Park District and the Community Service Organizations

General Manager Mary Otten stated that Matt Duarte with CAPRI (California Association for Park & Recreation Indemnity) was available online for any questions. Ms Otten reviewed the changes that were requested regarding insurance prerequisites. Discussion included concern that yellow highlighted changes in the staff report would weaken the District’s position and increase the exposure to liability; clarity of indemnification clauses; and sharing of liability with the CSO’s.

Director Roberts made a motion to approve the updated agreement between the District and the Community Service Organizations with the exception of the highlighted indemnity language that was asked to be added and to renew all Community Service Organizations that have completed their renewal process through December 31, 2026. Director Dransfeldt seconded the motion.

Director Kelley requested discussion and asked that the last three paragraphs of Attachment 1 (redlined agreement) on page 33 be replaced with the following verbiage which he read into the record:

The District reserves the right to terminate or suspend this agreement upon violation of any state or local law, breach of the terms of this Agreement, bankruptcy or insolvency of CSO, allegations of child abuse, neglect, or sexual impropriety. District may immediately suspend or terminate this Agreement.

Upon receiving a notice of suspension, the CSO must cure the violation as stated by the General Manager or designee within 30 days with exception to any allegations of child abuse, neglect or sexual impropriety unless the notice specifies otherwise.

During the suspension of this agreement, the CSO could be liable for additional fees in accordance with the District’s Master Fee Schedule until the suspension is lifted, or a final decision is reached. If the suspension ultimately results in termination, it must be presented to the board for a final termination decision. Upon termination or the expiration of this agreement, any external user groups must obtain prior approval from the District to access or continue using District property.

Director Roberts repeated his motion to approve the updated agreement between the District and the Community Service Organizations with the exception of the highlighted indemnity language that was asked to be added and to renew all Community Service Organizations that have completed their renewal process through December 31, 2026. Director Dransfeldt seconded the motion.

Motion to Approve CSO Agrmnt w/o Highlighted Changes

Voting was as follows:

Ayes: Roberts, Dransfeldt

Noes: Malloy, Kelley, Chair Magner

Absent:

Failed

Motion: Failed

Director Malloy made a motion to approve the updated agreement between the District and Community Service Organizations with the indemnification as written with a 30 day cure period added and renewal of the Community Service Organizations that have completed their renewal process through December 31, 2023. Director Kelley seconded the motion.

Director Roberts requested discussion. Director Roberts recommended that a substitute motion be considered to allow the District’s legal counsel and CAPRI a chance to review the proposed language that was verbalized by Director Kelley prior to inserting into the agreement.

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Kelley to approve the updated agreement between the District and Community Service Organizations with the indemnification as written and the addition of the 30-day cure period language as proposed by Director Kelley and to renew all Community Service Organizations that have completed their renewal process through December 31, 2026.

Motion to Approve CSO Agrmnt with Cure Period and Renewal until 12.2026

Voting was as follows:

Ayes: Malloy, Kelley, Roberts, Chair Magner

Noes: Dransfeldt

Absent:

Carried

Motion: Carried

B. Consideration and Adoption of Resolution No. 753, Approving the Second Amendment of the SEIU-MOU 2021-2024, and Resolution No. 754 Adopting a New Salary Schedule Effective in December 2023 with Salary Increases for Unrepresented Full-

Time, Part-Time Year-Round, and Part-Time Employees and Resolution No. 755 Adopting a New Salary Schedule for New State Minimum Wage as of January 1, 2024

Administrative Services Manager Justin Kiraly presented the resolutions in order to address a viable implementation plan as reported upon in a recent Classification and Compensation Study by Evergreen Solutions.

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Dransfeldt to adopt:

- 1) Resolution No. 753 to amend the SEIU-MOU 2021-2024, and
- 2) Resolution No. 754 to approve a new Salary Schedule effective December 16, 2023, approving a 1.5% salary increase for all unrepresented, including the General Manager, and represented full-time, part-time year-round, and part-time staff, and
- 3) Resolution No. 755 to adopt a new Salary Schedule effective January 1, 2024, to address the new state minimum wage of \$16 per hour.

Motion to Adopt Reso No. 753, 754 and 755

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

C. Consideration and Approval for a Purchase Order and Drawdown for Urgency Repair Costs for Repair of Playground Rubberized Surfacing at the Community Center with Great Western Recreation/Game Time for an Amount Not to Exceed \$65,882.03

Park Services Manager Matt Parker presented the need for the repair and replacement of the rubberized surface at the Community Center playground.

Chair Magner called for a motion. A motion was made by Director Dransfeldt and seconded by Director Roberts to approve a purchase order and drawdown of Capital Reserves for emergency repairs completed and payable to Great Western Recreation for an amount of \$59,892.75 plus an additional 10% contingency for unforeseen repairs and labor, for a total not to exceed \$65,882.03.

Motion to Approve Funds for Playground Repair at CC

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

D. Consideration and Approval of Converting One Tennis Court at Pitts Ranch Park to a Dual Use Court

Administrative Analyst Jessica Puckett presented the proposal to convert a tennis court at Pitts Ranch Park to a dual use court to help ease the crowded conditions at the current pickleball courts. Discussion addressed social media outreach to community members, the

lack of playable flat surfaces like basketball courts as an alternative surface, and the upcoming courts at Freedom and Ran Rancho parks.

Chair Magner called for a motion. A motion was made by Director Malloy and seconded by Director Dransfeldt to approve and authorize the General Manager to convert one (1) tennis court at Pitts Ranch Park into a dual/multi-use tennis-pickleball court.

Motion to Approve Dual Use Court at Pitts Ranch Park

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

E. Consideration and Selection of Chair, Vice-Chair and Secretary for the 2024 Board of Directors

Recording Board Secretary Karen Roberts requested nominations for the position of Chair, Vice-Chair and Secretary.

1. Nominations for the Position of Board Chair

Chair Magner called for a motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to approve Director Dransfeldt as Chair for the calendar year 2024.

Motion to Approve Dransfeldt as 2024 Chair

Voting was as follows:

Ayes: Roberts, Dransfeldt

Noes: Malloy, Kelley, Chair Magner

Absent:

Failed

Motion: Failed

Chair Magner called for a motion. A motion was made by Director Magner and seconded by Director Kelley to approve Director Malloy as Chair for the calendar year 2024.

Director Dransfeldt requested discussion and commented that Directors Roberts and herself have been shut out of the board office elections rotation.

Motion to Approve Malloy as 2024 Chair

Voting was as follows:

Ayes: Magner, Kelley, Malloy

Noes: Dransfeldt, Roberts

Absent:

Carried

Motion: Carried

2. Nominations for the Position of Vice Chair

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

Voting was as follows:

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

Noes:

Absent:

Motion to Approve Dransfeldt as 2024 Vice Chair

Motion: Carried

Carried

3. Nominations for the Position of Secretary

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

Motion to Approve Roberts as 2024 Secretary

Voting was as follows:

Ayes: Chair Magner, Dransfeldt, Malloy, Roberts

Noes: Kelley

Absent:

Carried

Motion: Carried

8. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. Chair Magner – Chair Magner mentioned the completion of the Miracle League field at Freedom Park and the re-establishment of the Pickleball Ad Hoc Committee.

B. California Special District Association – Chair Magner stated that CSDA does not have any sponsored bills for this session.

C. Santa Monica Mountains Conservancy – Director Dransfeldt stated that there was a November 20 and a December 4 meeting which are being held as Zoom meetings.

D. Standing Committees – Finance – Director Malloy updated on the month’s finances.

F. Ad Hoc Committees – Director Dransfeldt commented on the November 13 meeting.

G. Foundation for Pleasant Valley Recreation and Parks – Director Dransfeldt relayed info regarding the current fundraisers and tree and bench dedications.

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. Beginning January 3, 2024, PVRPD’s board meetings will be held at the Senior Center for at least 10 months due to renovation at the City Hall Council Chambers.

I. Board Members – The Directors updated on the meetings and District events they attended for the month. They thanked the staff and Chair Magner as outgoing board chair.

9. ADJOURNMENT

Chair Magner adjourned the meeting at 9:21 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Mark Malloy
Chair**

CASH REPORT

	11/2/2023	11/30/2022
	Balance	Balance
Debt Service - Restricted	\$ 147,564.37	\$ 141,175.20
457 Pension Trust Restricted	\$ 71,756.08	\$ 68,694.87
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,410,915.55	\$ 1,100,848.46
VC Pool Quimby- Restricted	\$ 2,604,628.68	\$ 5,645,496.22
Park Impact Fees	\$ 2,017,270.33	\$ 173,377.10
Miracle League 805	\$ 146,322.45	\$ -
FCDP Checking	\$ 13,846.66	\$ 13,601.16
Total	\$ 9,412,304.12	\$ 7,143,193.01

Semi-Restricted Funds

Assessment	\$ 510,036.33	\$ 439,984.99
LAIF - Capital	\$ 1,427,199.77	\$ 1,330,318.77
PacWest/CalCLASS - Capital	\$ 1,919,891.54	\$ 1,336,084.06
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$ 49,843.80	\$ 49,843.80
Contingency - Dry Period	\$ 462,337.09	\$ 397,337.08
Contingency - Computer	\$ 25,000.00	\$ 20,000.01
Contingency - Repair/Oper/Admin	\$ 320,000.00	\$ 300,000.00
Contingency - Compensated Absences	\$ 100,000.00	\$ 75,000.00
Contingency - Vehicle Replacement	\$ 30,000.00	\$ 30,000.00
Total	\$ 5,574,792.53	\$ 4,709,052.71

Unrestricted Funds

Contingency	\$ 2,460,156.52	\$ 1,612,200.51
General Fund Checking	\$ 482,256.82	\$ 383,426.64
Total	\$ 2,942,413.34	\$ 1,995,627.15

Total of all Funds

	\$ 17,929,509.99	\$ 13,847,872.87
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	12/14/2023	12/31/2022
	Balance	Balance

Debt Service - Restricted	\$ 147,564.37	\$ 141,657.49
457 Pension Trust Restricted	\$ 71,756.08	\$ 68,927.10
Cal CLASS/PW Quimby Fee - Restricted	\$ 4,393,664.88	\$ 1,098,173.46
VC Pool Quimby- Restricted	\$ 2,604,628.68	\$ 5,645,496.22
Park Impact Fees	\$ 2,019,330.33	\$ 173,973.48
Miracle League 805	\$ 146,322.45	\$ -
FCDP Checking	\$ 13,846.66	\$ 13,601.16
Total	\$ 9,397,113.45	\$ 7,141,828.91

Semi-Restricted Funds

Assessment	\$ 437,421.79	\$ 1,137,860.32
LAIF - Capital	\$ 1,427,199.77	\$ 1,350,318.77
PacWest/CalCLASS - Capital	\$ 1,919,891.54	\$ 1,840,877.89
Designated Project	\$ 230,484.00	\$ 230,484.00
Capital Reserves	\$ 500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$ 49,843.80	\$ 49,843.80
Contingency - Dry Period	\$ 462,337.09	\$ 462,337.09
Contingency - Computer	\$ 25,000.00	\$ 25,000.00
Contingency - Repair/Oper/Admin	\$ 320,000.00	\$ 320,000.00
Contingency - Compensated Absences	\$ 100,000.00	\$ 100,000.00
Contingency - Vehicle Replacement	\$ 30,000.00	\$ 30,000.00
Total	\$ 5,502,177.99	\$ 6,046,721.87

Unrestricted Funds

Contingency	\$ 2,260,156.52	\$ 3,989,876.04
General Fund Checking	\$ 445,867.34	\$ 580,412.77
Total	\$ 2,706,023.86	\$ 4,570,288.81

Total of all Funds

	\$ 17,605,315.30	\$ 17,758,839.59
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Pleasant Valley Recreation and Park District
 Monthly AP, Payroll, Wire, Online Payment Report
 November 2023

	Date	Amount	
Accounts Payables:	11/30/2023	\$ 551,916.44	
	Total	\$ 551,916.44	
Payroll (Total Cost):	11/9/2023	\$ 162,434.07	
	11/22/2023	\$ 152,336.57	
	11/22/2023	\$ 51,840.15	Binney/Fletcher payout
	Total	\$ 366,610.79	
Payroll AP Payments	11/9/2023	\$ 40,717.75	PERS Health Insurance Premium
	11/9/2023	\$ 3,514.33	Guardian
	11/9/2023	\$ 604.65	VSP
	11/9/2023	\$ 2,233.67	Hartford
	11/9/2023	\$ 17,901.62	CALPERS - Ret PR 11/9/2023
	10/27/2023	\$ 16,570.96	CALPERS- Ret-PR-11/22/2023
	Total	\$ 81,542.98	
	Grand Total	\$ 1,000,070.21	

Developer		Project				Quimby Funds		GL Code	
No.	Location	Description	Budgeted	Expended	Awarded	Balance	Committed Date	Allocation Date	Assigned
AMLI									
1	Nancy Bush	Nancy Bush Picnic Area(s)	\$ 45,600.00	\$ 29,585.62	\$ 615,709.00	\$ 615,709.00	7/31/2019		8446
2	Valle Lindo	Valle Lindo RR/Pavilion*	\$ 425,000.00	\$ 364,574.44		\$ 586,123.38	12/6/2018		8444
3	Nancy Bush	Nancy Bush Playground	\$ 250,000.00	\$ 221,548.94		\$ 221,548.94	10/3/2018		8445
TOTALS			\$ 720,600.00	\$ 615,709.00		\$ -			
FAIRFIELD LLC									
1	Freedom	Freedom Baseball Fields- Non- Contract Cost	\$ 1,100,000.00	\$ 504,121.78	\$ 2,250,489.70	\$ 2,250,489.70	1/31/2020		8459
2	Freedom	Freedom Baseball Fields- Contract Cost	\$ 1,000,000.00	\$ 411,628.87		\$ 1,746,367.92	11/7/2018		
3	PVAC	PVAC Restrooms and Showers	\$ 500,000.00	\$ 647,336.74		\$ 687,402.31			8469
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							
TOTALS			\$ 1,910,000.00	\$ 1,894,525.49		\$ 355,964.21			
ELACORA MISSION OAKS									
1	Encanto	PG Equipment Installation	\$ 189,887.74	\$ 189,887.74	\$ 2,649,209.00	\$ 2,649,209.00	8/8/2021		
2	Arnell Rich Pk	Arnell Ranch Park Renovation	\$ 1,500,000.00	\$ 1,496,641.96		\$ 2,459,321.26	11/3/2016		
3		Pickleball	\$ 1,400,000.00	\$ 259,258.82		\$ 962,679.30	11/5/2020		8464
4		Camarillo Nature Center	\$ 300,000.00	\$ -		\$ 703,420.48			8493
5		Freedom Park Landscape and Walking Path	\$ -	\$ -		\$ 703,420.48			
		Freedom Baseball Fields	\$ -	\$ -		\$ 703,420.48			
TOTALS			\$ 3,200,000.00	\$ 1,945,788.52		\$ 703,420.48			
KB HOMES									
1	Valle Lindo	Valle Lindo RR/Pavilion*	\$ 425,000.00	\$ 32,368.30	\$ 474,353.00	\$ 474,353.00	8/10/2021		8444
2	Mel Vincent	Mel Vincent Park Restrooms	\$ 139,500.00	\$ 166,253.78		\$ 441,984.70			8460
3	Nancy Bush	Nancy Bush Pavilion	\$ 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			
TOTALS			\$ 629,500.00	\$ 230,159.82		\$ 244,193.18			
CRESTVIEW									
1		Senior/Community Center ADA	\$ 21,612.25	\$ 4,568.77	\$ 21,612.25	\$ 21,612.25	6/7/2023		8510
TOTALS			\$ 21,612.25	\$ 4,568.77		\$ 17,043.48			
HABITAT FOR HUMANITY									
			\$ -	\$ -	\$ 35,242.00	\$ 35,242.00	3/6/2024		
SHEA HOMES									
1		Multi-Generation Center	\$ 1,000,000.00	\$ -	\$ 1,264,500.00	\$ 1,264,500.00	11/21/2024		8504
TOTALS			\$ 1,000,000.00	\$ -	\$ 1,264,500.00	\$ 1,264,500.00			
Williams Homes									
			\$ 2,840,447.45	\$ 2,840,447.45	\$ 2,840,447.45	\$ 2,840,447.45	7/29/2027		
Somis Ranch Phase 1									
			\$ 347,625.00	\$ 347,625.00	\$ 347,625.00	\$ 347,625.00	8/5/2027		
Somis Ranch Phase 2									
			\$ 278,100.00	\$ 278,100.00	\$ 278,100.00	\$ 278,100.00	10/20/2027		
Barry 60 LP									
			\$ 313,508.00	\$ 313,508.00	\$ 313,508.00	\$ 313,508.00	3/15/2028		
Grand Total			\$ 7,481,712.25	\$ 4,690,751.60	\$ 11,090,795.40	\$ 6,400,043.80			

California CLASS

Investment Name	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23
California CLASS		1.51%	2.36%	2.61%	3.10%	3.80%	4.19%	4.53%	4.70%
	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23
California CLASS	4.77%	5.00%	5.15%	5.23%	5.29%	5.45%	5.48%	5.51%	5.55%

- Rates are determined at the end of the month

Ventura County Pool

Investment Name	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23
Ventura County Pool	0.82%	1.26%	1.55%	1.73%	1.92%	2.29%	2.74%	3.01%	3.15%
	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23
Ventura County Pool	3.11%	3.60%	3.49%	3.56%	3.49%	3.51%	3.64%	3.78%	4.02%

Local Agency Investment Fund (LAIF)

Investment Name	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23
Local Agency Investment Fund (LAIF)	0.86%	1.09%	1.28%	1.51%	1.77%	2.01%	2.17%	2.43%	2.62%
	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23
Local Agency Investment Fund (LAIF)	2.83%	2.87%	2.99%	3.17%	3.31%	3.43%	3.53%	3.67%	3.84%

** To be released after packet was prepared*

Pacific Western Bank

Investment Name	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23
Pacific Western Bank	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23
Pacific Western Bank	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%

Bank Reconciliation

Board Audit

User: Cwebster
 Printed: 12/06/2023 - 8:41AM
 Date Range: 11/01/2023 - 11/30/2023
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	AFLAC	AFLAC: OCTOBER 2023 ACTIVITY	11/09/2023	661.44
0	CALPERS HEALTH	CALPERS: HEALTH INSURANCE M	11/09/2023	40,717.75
0	CALPERS PENSION	CALPERS: PR CONT 11/9/2023 - RE	11/09/2023	17,901.62
0	CALPERS PENSION	CALPERS: PR CONT 11/22/2023 / PI	11/22/2023	16,570.96
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE88 PMT / PR 11/9/2023	11/09/2023	5,530.72
0	EMPLOYMENT DEVELOPMENT DI	EDD: DE88 DEPOSIT / PR 11/22/20:	11/22/2023	3,872.85
0	GUARDIAN	GUARDIAN: DENTAL BILLING NC	11/09/2023	3,514.33
0	HARTFORD LIFE & ACC. INSURAN	HARTFORD: NOV 2023 BILLING	11/09/2023	2,233.67
0	INTERNAL REVENUE SERVICE - O	IRS: EFTPS 941 PAYMENT / PR 11/9	11/09/2023	38,961.98
0	INTERNAL REVENUE SERVICE - O	IRS: EFTPS 941 DEPOSIT / PR 11/22	11/22/2023	24,537.28
0	VSP	VSP: VISION PLAN BILLING NOV	11/09/2023	604.65
26609	JONATHAN AVALOS	AVALOS, J: CLEANING DEP REFUI	11/02/2023	300.00
26617	HUB INTERNATIONAL INSURANC	HUB: INSURANCE ACTIVITY SEP	11/02/2023	2,021.00
26623	FELICIA RUIZ	RUIZ, F: CLEANING DEPOSIT REF	11/02/2023	50.00
26648	HUB INTERNATIONAL INSURANC	HUB: INSURANCE OCT 2023	11/16/2023	2,282.00
26656	MARIA ROCHA	ROCHA, M: CLEANIN DEPOSIT RE	11/16/2023	300.00
26660	BHAVINI TRIVETI	TRIVETI, B: CLEANING DEP REFU	11/16/2023	100.00
26680	DANIEL SHOEMAKER	SHOEMAKER, D: CLEANING DEP	11/30/2023	50.00
Total for Department: 00 Non Departmentalized				160,210.25
Department: 03 Recreation				
0	AMAZON	AMAZON: SUPPLIES	11/02/2023	665.62
0	AMAZON	AMAZON: SUPPLIES	11/30/2023	179.45
0	DEBRA GREENWOOD	GREENWOOD, D: WATER EXERCI	11/02/2023	1,306.50
0	DEBRA GREENWOOD	GREENWOOD, D: WATER EXERCI	11/16/2023	325.00
0	DEBRA GREENWOOD	GREENWOOD, D: WATER EXERCI	11/30/2023	234.00
0	ESTELA LIZARRAGA	LIZARRAGA, E: PRESCHOOL CLA	11/02/2023	513.50
0	JANET SNYDER	SNYDER, J: DANCE TEN / 6 ENRO	11/30/2023	184.80
0	KATIE SHINDEN	SHINDEN, K: KINDERMUSIK CLA	11/02/2023	1,872.00
0	MACY TRUEBLOOD	TRUEBLOOD, M: MILEAGE REIMI	11/02/2023	33.14
0	MACY TRUEBLOOD	TRUEBLOOD, M: MILEAGE REIMI	11/30/2023	28.30
0	PATRICIA J. BOLLAND	BOLLAND, P: JAZZERCISE CLASS	11/02/2023	627.25
0	PATRICIA J. BOLLAND	BOLLAND, P: JAZZERCISE CLASS	11/30/2023	611.00
0	SARAH PASCUAL	PASCUAL, S: MILEASE REIMB NO	11/30/2023	27.18
0	SOCAL GAS COMPANY	GAS CO: SVC DATE 2023-9/25 - 10/	11/03/2023	1,999.60
0	SUPER SOCCER STARS	SUPER SOCCER STARS: OCT 2023	11/30/2023	2,957.50
0	US BANK	US BANK: CAL CARD STMT 10/23/	11/14/2023	1,841.34
26608	AMERICAN RED CROSS	AMERICAN RED CROSS: ORDER#	11/02/2023	72.00
26614	NACHO CARRILLO	CARRILLO, N: SOFTBALL FORFEI	11/02/2023	40.00
26620	KEVIN KENNEY	KENNEY, K: FORFEIT FEE 9/20/20:	11/02/2023	35.00
26626	UNITED STATES POSTAL SERVICE	USPS: BULK PERMIT#109 / WINTE	11/02/2023	5,471.54
26633	ALL GOOD DRIVING SCHOOL, INC	ALL GOOD DRIVING: 2 ENROLLE	11/16/2023	60.20
26644	DISC DOGS IN SOUTHERN CALIFC	DISC DOG: HOWL-O-WEEN EVEN	11/16/2023	900.00
26645	SANDRA DIXON	DIXON, S: BALLET & TAP CLASS /	11/16/2023	263.25
26647	DANIEL E. HOWARD	HOWARD, D: JU-JITSU CLASS / OC	11/16/2023	530.40
26649	ROBERT INGLIS	INGLIS, R: SCUBA CLASSES / NOV	11/16/2023	471.25
26650	JOLLY JUMPS INC.	JOLLY JUMP: INFLATABLES RENI	11/16/2023	570.00
26652	KIEFER AQUATICS	KIEFER: RACING LANE 75 FT/ AQ	11/16/2023	1,364.02

Check No.	Vendor/Employee	Transaction Description	Date	Amount
26654	OAKS SERVICES, LLC	OAKS EVENT RENTALS: LIGHT TO	11/16/2023	796.00
26671	CLINTON DINGMAN	DINGMAN, C: FORFEIT GAME 10/	11/30/2023	40.00
26672	ELITE COMMUNICATION	ELITE COMMUNICATION: SWE/	11/30/2023	1,059.36
26673	FENCE FACTORY RENTALS	FENCE FACTORY: BIKE PANELS /	11/30/2023	900.00
26674	J.W. ENTERPRISES	J.W. ENTERPRISES: PORTABALE F	11/30/2023	2,515.56
26675	LA GOLF CART RENTALS LLC.	LA GOLF CART RENTALS: 2 ELEC	11/30/2023	1,013.20
26685	AUDREY WALZER	WALZER, A: YOGA CLASS / 30 EN	11/30/2023	2,710.50
26687	DUNCAN YOUNG	YOUNG, D: GYMNASTIC CLASSE:	11/30/2023	2,468.21

Total for Department: 03 Recreation

34,686.67

Department: 04 Parks

0	ARAMSCO INC.	ARAMSCO: BLACK LINER / CAM	11/30/2023	3,151.61
0	CITY OF CAMARILLO	CITY OF CAMARILLO: SVC DATE	11/02/2023	55,094.09
0	CITY OF CAMARILLO	CITY OF CAMARILLO: SVC DATE	11/27/2023	463.89
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: TICKET# 3086301	11/16/2023	28.45
0	E.J.HARRISON AND SONS, INC.	EJ HARRISON: MONTHLY BILLING	11/02/2023	4,459.31
0	FERGUSON ENTERPRISES INC. #1:	FERGUSON: PLUMBING SUPPLIES	11/16/2023	289.79
0	FERGUSON ENTERPRISES INC. #1:	FERGUSON: METERING CART / AL	11/30/2023	458.11
0	GRAINGER	GRAINGER: FAN REBUILD /	11/02/2023	107.62
0	GRAINGER	GRAINGER: QUAD - SWITCH KIT	11/30/2023	501.69
0	JARED SANTILLAN	SANTILLAN, J: PANTS REIMB	11/02/2023	166.20
0	JARED SANTILLAN	SANTILLAN, J: WORK BOOTS REI	11/16/2023	198.40
0	LINCOLN AQUATICS	LINCOLN AQUATICS: CHORINE /	11/30/2023	864.35
0	MICHAEL GUERRERO	GUERRERO, M: BOOTS REIMB	11/02/2023	177.79
0	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIGATION SUPPLIES	11/16/2023	2,609.87
0	SITEONE LANDSCAPE SUPPLY LL	SITEONE: ROTORS & VALVE BOX	11/30/2023	5,057.26
0	SOCAL GAS COMPANY	GAS CO: SVC DATE 2023-9/22 - 10/	11/03/2023	504.41
0	SOUTHERN CALIF EDISON COMP	SCE: SVC DATE 2023-10/5 - 11/2 / B	11/13/2023	11,777.98
0	SPRINT/TMOBILE	SPRINT/TMOBILE: BILL DATE 202	11/16/2023	593.30
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: ADA RR /HAND SIN	11/02/2023	396.99
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: SVC DATE 2023-10/	11/16/2023	179.97
0	UNITED SITE SERVICES OF CA INC	UNITED SITE: ADA RR/SINK/ SVC	11/30/2023	217.02
0	US BANK	US BANK: CAL CARD STMT 10/23	11/14/2023	2,187.67
0	WATER & SANITATION SERVICES	WATER & SANITATION: SVC DATI	11/16/2023	577.18
0	WEX BANK	WEX BANK: REBATE / OCT 2023	11/02/2023	6,424.83
26610	B & B DO IT CENTER	B&B: LIGHTS / AQUATIC CENTER	11/02/2023	1,639.64
26611	BAY ALARM	BAY ALARM: ALARM SVC 11/1/20	11/02/2023	180.00
26612	BIGBRAND TIRE & SERVICE	BIGBRAND TIRE: INNER TUBE	11/02/2023	119.86
26615	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: RECYCLING S	11/02/2023	844.20
26616	DAVE BANG ASSOCIATES INC.	DAVE BANG ASSOCIATES: PLAYC	11/02/2023	1,575.57
26617	HUB INTERNATIONAL INSURANC	HUB: INSURANCE ACTIVITY SEP	11/02/2023	-45.82
26618	KASTLE KARE	KASTLE KARE: MONTHLY GOPH	11/02/2023	600.00
26625	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECHNOLOGIES: PARKI	11/02/2023	82.92
26630	UTILITY COST MANAGEMENT LL	UCM SCE SAVINGS Q4 APRIL-JUN	11/08/2023	9,340.98
26635	B & B DO IT CENTER	B&B: STRIPING PAINT / MISSION	11/16/2023	1,094.25
26636	BIGBRAND TIRE & SERVICE	BIGBRAND: TIRES TRUCK #25	11/16/2023	1,296.79
26637	CALIFORNIA ELECTRIC COMPAN	CALIF ELECTRIC CO: ELECTRICA	11/16/2023	163.00
26638	CAMROSA WATER DISTRICT	CAMROSA: SVC DATE 2023-9/30 -	11/16/2023	19,429.08
26640	COASTAL PIPCO IRRIGATION INC.	COASTAL PIPCO: IRRIGATION SU	11/16/2023	279.74
26641	COUNTY OF VENTURA	COUNTY OF VENTURA: PERMIT /	11/16/2023	2,104.50
26642	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW: SVC DATE 2023-9/30	11/16/2023	85.98
26643	DIAL SECURITY	DIAL SECURITY: 10/27/2023 EVEN	11/16/2023	232.00
26646	FLO-SERVICES INC.	FLO-SERVICES INC: INVOICE #1/V	11/16/2023	27,147.15
26648	HUB INTERNATIONAL INSURANC	HUB: INSURANCE OCT 2023	11/16/2023	-104.91
26651	KELLY'S AFFORDABLE PORTABLE	KELLY'S PORTABLES: PORTA POT	11/16/2023	1,440.18
26655	PHOENIX GROUP INFORMATION S	PHOENIX GROUP: PARKING - JUL	11/16/2023	388.44
26656	MARIA ROCHA	ROCHA, M: SECURITY GUARD 3 C	11/16/2023	750.00
26659	TRANSMISSION PARTS OF OXNAR	TRANSMISSION PARTS OF OXNAR	11/16/2023	3,357.00
26663	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: R	11/30/2023	947.39
26664	AQUA-FLO SUPPLY	AQUA-FLO: VALVE BOXES / HERI	11/30/2023	59.49
26665	B & B DO IT CENTER	B & B: IRRIGATION SUPPLIES / MI	11/30/2023	656.07
26667	BAVCO	BAVCO: FIRE SPRINKLERS / COM	11/30/2023	1,547.61

Check No.	Vendor/Employee	Transaction Description	Date	Amount
26669	COAST CART INC.	COAST CART: GOLF CART PART	11/30/2023	49.06
26670	DAVE BANG ASSOCIATES INC.	DAVE BANG ASSOCIATES: PLAYC	11/30/2023	3,590.51
26679	NAPA AUTO PARTS	NAPA: SOCKET / LIGHT POLES IN	11/30/2023	60.79
26682	THE FINISH LINE	THE FINISH LINE: SHIRTS & HATS	11/30/2023	3,200.50
26683	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECHNOLOGIES: ALUM	11/30/2023	486.92
26684	UTILITY COST MANAGEMENT LL	UCM: ELECTRICITY SCE SAVING	11/30/2023	12,989.10
26686	WEST COAST ARBORISTS INC.	WCA: TREE PRUNING & REMOVA	11/30/2023	28,182.80
Total for Department: 04 Parks				220,258.57
Department: 05 Administration				
0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: LEGAL SV	11/30/2023	8,098.75
0	AMAZON	AMAZON: SUPPLIES	11/02/2023	268.14
0	AMAZON	AMAZON: HDMI CABLES	11/30/2023	112.52
0	CALPERS HEALTH	CALPERS: HEALTH INSURANCE M	11/09/2023	145.00
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: SVC DATE 2023-11/1 -	11/16/2023	35.00
0	J. THAYER COMPANY	J THAYER: OFFICE SUPPLIES	11/02/2023	148.21
0	J. THAYER COMPANY	J THAYER: OFFICE SUPPLIES	11/16/2023	483.34
0	KONICA MINOLTA PREMIER FINA	KONICA MINOLTA: NOV 2023 MO	11/30/2023	573.19
0	QUADIENT LEASING USA, INC.	QUADIENT LEASING: PROP TAX I	11/02/2023	81.48
0	SPECTRUM BUSINESS	SPECTRUM: SVC DATE 2023-10/17	11/02/2023	17.08
0	SPRINGBROOK HOLDING CO LLC	SPRINGBROOK: PROFESSION SVC	11/02/2023	1,890.00
0	SPRINGBROOK HOLDING CO LLC	SPRINGBROOK: ESS MODULE	11/30/2023	189.00
0	STAPLES BUSINESS ADVANTAGE	STAPLES: OFFICE SUPPLIES	11/02/2023	58.96
0	US BANK	US BANK: CAL CARD STMT 10/23,	11/14/2023	3,134.02
0	WATER & SANITATION SERVICES	WATER & SANITATION: SVC DATI	11/16/2023	0.75
26611	BAY ALARM	BAY ALARM: ALARM SVC 11/1/20	11/02/2023	150.00
26621	PAUL LERMA	LERMA, P: CAM GROVE PARK TIP	11/02/2023	62.50
26627	VENTURA COUNTY SPECIAL DIST	VCSDA: DINNER MEETING DUES	11/02/2023	75.00
26628	VENTURA COUNTY STAR	VC STAR: NOTICE - LOKKER PAR	11/02/2023	511.72
26631	ACCU-PRINTS/M&L PARTNERSHIP	ACCUPRINTS: ROLLING FEE / OC	11/16/2023	15.00
26632	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE: PHONE SVC NOVEN	11/16/2023	1,572.77
26634	ALLCONNECTED, INC.	ALLCONNECTED: BARRACUDA /I	11/16/2023	3,836.14
26635	B & B DO IT CENTER	B&B: AED INSTALLATION SUPPL	11/16/2023	75.30
26639	CENTERS FOR FAMILY HEALTH	CENTERS FOR FAMILY HEALTH: I	11/16/2023	240.00
26658	CODY SWANSON	SWANSON, C: HIKE 9/23; PLAN 10,	11/16/2023	87.50
26668	BAY ALARM	BAY ALARM: CAMERA SYSTEM I	11/30/2023	405.00
26676	MARK-IT PLACE	MARK-IT-PLACE: PLAQUE	11/30/2023	37.53
26677	MCMASTER-CARR SUPPLY CO.	McMASTER-CARR: AED	11/30/2023	289.74
26678	MOSS,LEVY & HARTZHEIM	MOSS, LEVY: 2023 AUDIT BILLIN	11/30/2023	7,000.00
26681	STATE OF CALIFORNIA DEPT. OF J	STATE OF CA: DEPT OF JUSTICE /	11/30/2023	64.00
Total for Department: 05 Administration				29,657.64
Total for Fund:10 General Fund				444,813.13

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
26613	BOETHING TREELAND FARMS INC	BOETHING TREELAND FARMS: N	11/02/2023	1,525.84
26619	KELLY'S AFFORDABLE PORTABLE	KELLY'S AFFORDABLE PORTABL	11/02/2023	835.55
26622	NUTRIEN AG SOLUTIONS, INC	NUTRIEN: SOIL TESTING / PV FIE	11/02/2023	4,599.89
26624	SHOWSCAPES, INC	SHOWSCAPES: LANDSCAPE MAI	11/02/2023	21,373.33
26653	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANSCAPE: LA	11/16/2023	16,659.27
26686	WEST COAST ARBORISTS INC.	WCA: TREE GRID PRUNING / SPR	11/30/2023	8,678.25
Total for Department: 00 Non Departmentalized				53,672.13
Total for Fund:20 Assessment Fund				53,672.13

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
0	AMAZON	AMAZON: SOUND SYSTEM/ SENI	11/02/2023	219.95
0	US BANK	US BANK: CAL CARD STMT 10/23	11/14/2023	622.04
26657	STANDARD DEMOLITION INC	STANDARD DEMOLITION: DEMO	11/16/2023	104,234.95
26662	ADVANCED GEOTECHNICAL SER	ADVANCED GEOTECH SVC: SOIL	11/30/2023	7,237.50
26666	B&H FOTO & ELECTRONICS CORP	B&H PHOTO-VIDEO: SPEAKERS	11/30/2023	4,348.82
Total for Department: 00				116,663.26
Total for Fund:30 Park Dedication Fund				116,663.26

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 50 CDBG - Food Share				
Department: 00				
0	AMAZON	AMAZON: SUPPLIES	11/02/2023	382.90
0	US BANK	US BANK: CAL CARD STMT 10/23	11/14/2023	26.38
				409.28
Total for Department: 00				409.28
				409.28
Total for Fund:50 CDBG - Food Share				409.28

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		615,557.80

**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 3, 2024

SUBJECT: FINANCE REPORT NOVEMBER 2023

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH NOVEMBER 30, 2023

The District's Statements of Revenues and Expenditures for the period of November 1, 2023 through November 30, 2023 with a year-to-date comparison for the period of November 1, 2022 through November 30, 2022 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, 2023, for Fund 10 (General Fund) has an overall increase of \$572,864 in comparison to Fiscal Year 2022-2023. The variance from the prior year includes: 1) increase in Rentals (5530) of \$171,403, 2) increase in Public Fees (5510-5520) received of \$118,443, and 3) increase in Interest Revenue (5310) received of \$130,266. The increase in Rentals is due to increases in rental fees. Public fees have seen an increase due to continued interest from residents in District offered services, such as Camp Funtastic. Interest rates continue to stay significantly higher than last year, leading to increased returns.

Total revenue recorded for Fund 20 for November 2023, the Assessment District Fund, was \$0. Roughly half of Assessment revenue for the fiscal year is expected in December.

Total revenue recorded for Fund 30 for November 2023, the Quimby Fund, was \$0. Quimby funds are only collected when new housing developments are subdivided.

Total revenue recorded for Fund 40 for November 2023, the Park Impact Fees Fund, was \$0. Park Impact Fees are only collected when certain requirements are met for whenever additional square footage is added to either residential or commercial properties, following certain criteria.

Total revenue recorded for Fund 50 for November 2023, the Community Development Block Grant (CDBG) Food Share Fund, was \$0. Reimbursement requests are made on a quarterly basis.

There was no revenue recorded for Fund 60 for November 2023, the Restricted Donations Fund. Fund 60 was established to keep donations made for a specific purpose/project separate from all other funds.

EXPENDITURES

Fund 10 Personnel Expenditures: Excluding the Unfunded Liability payment to CalPERS (6170) of \$494,762, there was an increase in salaries and benefits year-over-year of \$83,426. This is due to the filling of positions that were vacant last year, cost of living, and merit increases.

Fund 10 Service and Supply Expenditures show an increase of \$363,379 in comparison to the same period last year.

Excluding reserves, the increase in Services and Supplies year-to-date is \$363,379. This increase includes Insurance Liability (6410) being \$43,905 more than last year, an increase in Tree Care (6719) of \$28,072 due to expenses occurring earlier in the fiscal year, an increase in Utilities – Electric (7830) of \$28,503 due to payment for energy saving service from Utility Cost Management that was not incurred last fiscal year, an increase in Professional Services (7100) of \$24,042 due to incorrect account recording of Summer Concert Series in 2023, and an increase in COP Debt – PV Fields (7950) of \$133,265.89 due to increased costs of Pleasant Valley Fields maintenance requiring paying more of the COP Debt for Pleasant Valley Fields from the General Fund instead of Assessment, in order to free up funds in the Assessment Fund 20 budget.

Fund 10 Capital Expenditures shows a decrease of \$19,230 in comparison to the same period last year.

Fund 10 Total Expenditures year-to-date are \$413,962 more compared to this point last year.

Fund 20 Expenditures are \$81,519 in Personnel and \$557,273 in Services and Supplies in total as of this month. Total expenditures are \$89,865 less than this time last year, due mostly to the reallocation of COP Debt to the General Fund.

Fund 30 has Expenditures of \$112,094 for the Freedom Park Pickleball Sports Complex and \$4,569 for the Senior Center Improvements this month.

Fund 40 has no Expenditures for this month.

Fund 50 has Personnel Expenses of \$1,682 and Services and Supplies Expenses of \$26 for this month. The District received an additional allocation of funds for CDBG to purchase supplies for future use. These expenses will be reimbursed from the CDBG Food Share grant received from the City of Camarillo.

Fund 60 has Expenditures of \$0 for this month.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 64.27%, Fund 20 by 50.57%, Fund 30 by 95.65%, Fund 50 by 52.34% and Fund 60 by 15.41%. Fund 40 had no budget and no expenses.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for November 30, 2023, for Fund 10, Fund 20, Fund 30, Fund 40, Fund 50, and Fund 60.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of November 30, 2023, Fund 10
(2 pages)
- 2) Financial Statement of Revenue and Expenditures as of November 30, 2023, Fund 20
(1 page)

- 3) Financial Statement of Revenue and Expenditures as of November 30, 2023, Fund 30
(1 page)
- 4) Financial Statement of Revenue and Expenditures as of November 30, 2023, Fund 40
(1 page)
- 5) Financial Statement of Revenue and Expenditures as of November 30, 2023, Fund 50
(1 page)
- 6) Financial Statement of Revenue and Expenditures as of November 30, 2023, Fund 60
(1 page)

General Ledger
Fund 10 General Fund
November 2023 41.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apportionment	5110	\$ -	\$ -	\$ -	\$ 8,109,714.00	\$ 8,109,714.00	0.00%
Interest Earnings	5310	\$ -	\$ 31,468.92	\$ 161,734.44	\$ 300,000.00	\$ 138,265.56	53.91%
Carryover Balance	5502	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Park Patrol Citations	5506	\$ 104.00	\$ 1,302.84	\$ 1,886.82	\$ 2,300.00	\$ 413.18	82.04%
Bingo - Primary Revenue	5508	\$ 2,245.50	\$ 8,022.05	\$ 9,598.00	\$ 19,750.00	\$ 10,152.00	48.60%
Excess Bingo Revenue	5509	\$ 633.00	\$ 8,096.00	\$ 2,612.00	\$ 1,800.00	\$ (812.00)	145.11%
Contract Classes-Public Fees	5510	\$ 19,026.30	\$ 70,838.46	\$ 120,500.70	\$ 183,357.00	\$ 62,856.30	65.72%
Public Fees	5511	\$ 13,076.75	\$ 136,082.90	\$ 203,685.34	\$ 305,964.00	\$ 102,278.66	66.57%
Public Fees-Entry Fees	5520	\$ 2,956.00	\$ 19,110.00	\$ 20,288.50	\$ 41,600.00	\$ 21,311.50	48.77%
Vending Concessions	5525	\$ -	\$ 952.25	\$ -	\$ 1,450.00	\$ 1,450.00	0.00%
Rental	5530	\$ 62,686.26	\$ 155,806.90	\$ 327,209.98	\$ 550,793.00	\$ 223,583.02	59.41%
Cell Tower Revenue	5535	\$ 11,480.82	\$ 44,923.67	\$ 71,574.57	\$ 159,600.00	\$ 88,025.43	44.85%
Parking Fees	5540	\$ 5,119.20	\$ 7,923.84	\$ 17,880.58	\$ 17,350.00	\$ (530.58)	103.06%
Advertising Revenue	5555	\$ 480.00	\$ 3,000.00	\$ 900.00	\$ 6,000.00	\$ 5,100.00	15.00%
Sponsorships/Donations	5558	\$ 4,250.00	\$ -	\$ 4,807.47	\$ 2,500.00	\$ (2,307.47)	192.30%
Special Event	5561	\$ 22,292.19	\$ (105.00)	\$ 22,303.19	\$ 125,120.00	\$ 102,816.81	17.83%
Staffing Cost Recovery - Parks	5563	\$ 1,657.50	\$ 10,309.50	\$ 13,753.50	\$ 41,212.00	\$ 27,458.50	33.37%
Special Event Permits	5564	\$ 350.00	\$ 300.00	\$ 1,550.00	\$ 1,100.00	\$ (450.00)	140.91%
Security Services - Recovery	5566	\$ 1,550.00	\$ 2,431.00	\$ 2,925.00	\$ 5,000.00	\$ 2,075.00	58.50%
Contributions	5570	\$ 3.50	\$ -	\$ 323.82	\$ 716.50	\$ 392.68	45.19%
Other Misc Revenue	5575	\$ 26,597.00	\$ 24,444.98	\$ 49,591.55	\$ 35,250.00	\$ (14,341.55)	140.69%
Restircted Donation	5576	\$ -	\$ -	\$ 5,098.00	\$ 5,098.00	\$ -	100.00%
Incentive Income	5585	\$ 21.62	\$ 797.88	\$ 835.82	\$ 1,700.00	\$ 864.18	49.17%
Reimbursement - ROPS	5600	\$ -	\$ 101,763.06	\$ 161,273.64	\$ 350,000.00	\$ 188,726.36	46.08%
Revenue		\$ 174,529.64	\$ 627,469.25	\$ 1,200,332.92	\$ 10,282,374.50	\$ 9,082,041.58	11.67%
YTD Comparison				\$ 572,863.67			
Personnel							
Full Time Salaries	6100	\$ 249,469.14	\$ 1,003,651.59	\$ 1,066,302.50	\$ 2,804,745.00	\$ 1,738,442.50	38.02%
Overtime Salaries	6101	\$ 2,123.56	\$ 6,956.29	\$ 9,177.31	\$ 28,035.00	\$ 18,857.69	32.74%
Car Allowance	6105	\$ 825.52	\$ 4,569.07	\$ 4,127.60	\$ 7,600.00	\$ 3,472.40	54.31%
Cell Phone Allowance	6108	\$ 1,020.00	\$ 6,234.77	\$ 5,581.07	\$ 15,960.00	\$ 10,378.93	34.97%
Part-Time Salaries	6110	\$ 31,867.13	\$ 195,858.32	\$ 211,548.08	\$ 628,173.00	\$ 416,624.92	33.68%
Retirement	6120	\$ 38,602.87	\$ 166,222.57	\$ 182,402.37	\$ 532,840.00	\$ 350,437.63	34.23%
457 Pension	6121	\$ 87.17	\$ 18,278.52	\$ 6,389.13	\$ 10,000.00	\$ 3,610.87	63.89%
Deferred Compensation	6125	\$ 399.46	\$ 1,952.90	\$ 1,997.30	\$ 5,193.00	\$ 3,195.70	38.46%
Employee Insurance	6130	\$ 27,524.85	\$ 119,000.05	\$ 124,357.19	\$ 432,616.00	\$ 308,258.81	28.75%
Workers Compensation	6140	\$ 12,855.31	\$ 66,220.86	\$ 61,620.77	\$ 186,770.00	\$ 125,149.23	32.99%
Unemployment Insurance	6150	\$ -	\$ 1,132.00	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
PERS Unfunded Liability	6170	\$ -	\$ 508,376.00	\$ 494,762.00	\$ 494,762.00	\$ -	100.00%
Personnel		\$ 364,775.01	\$ 2,098,452.94	\$ 2,168,265.32	\$ 5,156,694.00	\$ 2,988,428.68	42.05%
YTD Comparison				\$ 69,812.38			
Services and Supplies							
Telephone/Internet	6210	\$ 2,178.02	\$ 7,926.70	\$ 9,051.87	\$ 21,692.00	\$ 12,640.13	41.73%
IT Services	6220	\$ 4,025.14	\$ 27,848.47	\$ 28,834.10	\$ 64,298.00	\$ 35,463.90	44.84%
IT Hardware	6230	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Hardware/Software Services	6240	\$ 4,255.90	\$ 26,087.30	\$ 29,018.24	\$ 73,586.00	\$ 44,567.76	39.43%
Pool Chemicals	6310	\$ 864.35	\$ 2,315.27	\$ 2,993.59	\$ 7,250.00	\$ 4,256.41	41.29%
Janitorial Supplies	6320	\$ 3,151.61	\$ 16,690.25	\$ 22,911.63	\$ 49,800.00	\$ 26,888.37	46.01%
Kitchen Supplies	6330	\$ 58.28	\$ 46.18	\$ 121.36	\$ 700.00	\$ 578.64	17.34%
Food Supplies	6340	\$ 1,459.79	\$ 2,888.54	\$ 3,154.08	\$ 6,625.00	\$ 3,470.92	47.61%
Water Maint & Service	6350	\$ 63.45	\$ 258.25	\$ 345.20	\$ 900.00	\$ 554.80	38.36%
Laundry/Wash Service	6360	\$ 144.00	\$ -	\$ 144.00	\$ 1,120.00	\$ 976.00	12.86%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 1,390.00	\$ 1,390.00	0.00%
Insurance Liability	6410	\$ -	\$ 144,889.00	\$ 188,794.00	\$ 377,588.00	\$ 188,794.00	50.00%
Equipment Maintenance	6500	\$ 1,629.02	\$ 24.54	\$ 1,629.02	\$ 1,600.00	\$ (29.02)	101.81%
Fuel	6510	\$ 6,710.91	\$ 25,860.93	\$ 25,899.39	\$ 68,475.00	\$ 42,575.61	37.82%
Vehicle Maintenance	6520	\$ 5,579.76	\$ 18,138.59	\$ 22,976.00	\$ 38,100.00	\$ 15,124.00	60.30%
Building Repair	6610	\$ 5,599.18	\$ 23,270.22	\$ 20,404.01	\$ 67,500.00	\$ 47,095.99	30.23%
HVAC Maintenance/Repairs	6620	\$ -	\$ 1,201.01	\$ 2,392.17	\$ 8,820.00	\$ 6,427.83	27.12%
Playground Maintenance	6630	\$ 5,166.08	\$ -	\$ 5,184.30	\$ 35,000.00	\$ 29,815.70	14.81%
Grounds Maintenance	6710	\$ 11,952.13	\$ 32,026.62	\$ 47,469.70	\$ 101,220.00	\$ 53,750.30	46.90%
Tree Care	6719	\$ 28,182.80	\$ -	\$ 28,072.33	\$ 30,000.00	\$ 1,927.67	93.57%
Contracted LS Services	6720	\$ 198.40	\$ -	\$ 198.40	\$ -	\$ (198.40)	-
Contracted Pest Control	6730	\$ 600.00	\$ 2,400.00	\$ 1,200.00	\$ 4,020.00	\$ 2,820.00	29.85%
Rubbish & Refuse	6740	\$ 6,250.90	\$ 26,215.17	\$ 23,298.95	\$ 84,330.00	\$ 61,031.05	27.63%
Vandalism/Theft	6750	\$ -	\$ 292.98	\$ 1,147.53	\$ 1,000.00	\$ (147.53)	114.75%
Memberships	6810	\$ 40.00	\$ 14,192.82	\$ 14,315.00	\$ 16,952.00	\$ 2,637.00	84.44%
Office Supplies	6910	\$ 947.43	\$ 1,962.04	\$ 8,825.61	\$ 33,950.00	\$ 25,124.39	26.00%
Postage Expense	6920	\$ 5,471.54	\$ 11,907.50	\$ 11,577.46	\$ 18,700.00	\$ 7,122.54	61.91%
Advertising Expense	6930	\$ 460.00	\$ 147.38	\$ 535.00	\$ 3,040.00	\$ 2,505.00	17.60%
Printing Charges	6940	\$ 573.19	\$ 2,881.18	\$ 3,076.82	\$ 13,126.00	\$ 10,049.18	23.44%
Bank & Registration Fees	6950	\$ 104.14	\$ 1,367.95	\$ 425.74	\$ 3,920.00	\$ 3,494.26	10.86%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ 9,920.00	\$ 684,039.00	\$ 674,119.00	1.45%

General Ledger
Fund 10 General Fund
November 2023 41.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Minor Furn Fixture & Equip	6980	\$ 446.52	\$ 522.82	\$ 732.60	\$ 25,237.00	\$ 24,504.40	2.90%
Fingerprint Fees (HR)	7010	\$ 191.00	\$ 820.00	\$ 391.00	\$ 3,360.00	\$ 2,969.00	11.64%
Fire & Safety Insp Fees	7020	\$ -	\$ 144.11	\$ 304.00	\$ 6,675.00	\$ 6,371.00	4.55%
Permit & Licensing Fees	7030	\$ 2,104.50	\$ 4,249.25	\$ 5,970.53	\$ 7,300.00	\$ 1,329.47	81.79%
Professional Services	7100	\$ -	\$ 3,280.00	\$ 27,322.13	\$ 270,200.00	\$ 242,877.87	10.11%
Legal Services	7110	\$ 8,098.75	\$ 18,137.90	\$ 33,028.75	\$ 90,000.00	\$ 56,971.25	36.70%
Typeset and Print Services	7115	\$ -	\$ 11,390.79	\$ 11,681.76	\$ 36,600.00	\$ 24,918.24	31.92%
Instructor Services	7120	\$ 15,285.36	\$ 46,956.55	\$ 66,532.16	\$ 108,902.00	\$ 42,369.84	61.09%
PERS Admin Fees	7125	\$ 145.00	\$ 462.57	\$ 727.92	\$ 2,200.00	\$ 1,472.08	33.09%
Audit Services	7130	\$ 7,000.00	\$ 11,500.00	\$ 7,750.00	\$ 17,425.00	\$ 9,675.00	44.48%
Medical & Health Svcs	7140	\$ 240.00	\$ 2,613.44	\$ 480.00	\$ 10,720.00	\$ 10,240.00	4.48%
Security Services	7150	\$ 967.00	\$ 1,470.00	\$ 2,659.00	\$ 7,122.00	\$ 4,463.00	37.34%
Entertainment Services	7160	\$ 1,470.00	\$ 432.25	\$ 3,007.87	\$ 4,300.00	\$ 1,292.13	69.95%
Business Services	7180	\$ 2,295.52	\$ 32,727.20	\$ 36,926.34	\$ 95,805.00	\$ 58,878.66	38.54%
Umpire/Referee Services	7190	\$ 75.00	\$ 1,150.00	\$ 715.00	\$ 1,700.00	\$ 985.00	42.06%
Subscriptions	7210	\$ 523.70	\$ 123.96	\$ 1,159.62	\$ 2,375.00	\$ 1,215.38	48.83%
Rents & Leases - Equip	7310	\$ 6,018.74	\$ 3,113.80	\$ 11,437.51	\$ 48,720.00	\$ 37,282.49	23.48%
Bldg/Field Leases & Rental	7320	\$ -	\$ -	\$ -	\$ 60.00	\$ 60.00	0.00%
Division Supplies	7410	\$ 793.31	\$ 685.38	\$ 6,400.09	\$ 30,365.00	\$ 23,964.91	21.08%
Program/Event Supplies	7420	\$ -	\$ 1,659.97	\$ -	\$ -	\$ -	-
Bingo Supplies	7430	\$ 104.02	\$ 1,433.40	\$ 730.63	\$ 4,800.00	\$ 4,069.37	15.22%
Sporting Goods	7440	\$ -	\$ 1,727.93	\$ 1,666.58	\$ 8,400.00	\$ 6,733.42	19.84%
Arts and Craft Supplies	7450	\$ -	\$ -	\$ -	\$ 1,575.00	\$ 1,575.00	0.00%
Training Supplies	7460	\$ -	\$ 80.00	\$ -	\$ 3,970.00	\$ 3,970.00	0.00%
Small Tools	7500	\$ -	\$ 1,292.52	\$ 1,012.58	\$ 6,000.00	\$ 4,987.42	16.88%
Safety Supplies	7510	\$ 78.04	\$ 521.20	\$ 585.67	\$ 4,415.00	\$ 3,829.33	13.27%
Uniform Allowance	7610	\$ 4,426.06	\$ 7,519.69	\$ 4,426.06	\$ 15,790.00	\$ 11,363.94	28.03%
Safety Clothing	7620	\$ 177.79	\$ 796.05	\$ 577.79	\$ 5,404.00	\$ 4,826.21	10.69%
Conference&Seminar Staff	7710	\$ 873.00	\$ 8,164.00	\$ 5,668.00	\$ 19,665.00	\$ 13,997.00	28.82%
Conference&Seminar Board	7715	\$ -	\$ 110.00	\$ 750.00	\$ 2,625.00	\$ 1,875.00	28.57%
Conference&Seminar Travel Exp	7720	\$ 368.33	\$ 2,038.67	\$ 2,203.97	\$ 6,067.00	\$ 3,863.03	36.33%
Out of Town Travel Board	7725	\$ -	\$ 828.30	\$ 351.23	\$ 2,970.00	\$ 2,618.77	11.83%
Private Vehicle Mileage	7730	\$ 88.62	\$ 739.43	\$ 139.91	\$ 4,847.00	\$ 4,707.09	2.89%
Buses/Excursions	7750	\$ -	\$ 4,900.89	\$ 6,888.43	\$ 11,400.00	\$ 4,511.57	60.42%
Tuition/Book Reimbursement	7760	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	0.00%
Utilities - Gas	7810	\$ 2,504.01	\$ 11,344.41	\$ 9,269.67	\$ 49,133.00	\$ 39,863.33	18.87%
Utilities - Water	7820	\$ 75,650.22	\$ 328,642.07	\$ 322,478.23	\$ 786,277.00	\$ 463,798.77	41.01%
Utilities - Electric	7830	\$ 34,108.06	\$ 58,795.17	\$ 87,297.87	\$ 232,694.00	\$ 145,396.13	37.52%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 14,000.00	0.00%
Awards and Certificates	7910	\$ 149.53	\$ 5,160.61	\$ 3,295.94	\$ 18,190.00	\$ 14,894.06	18.12%
Meals for Staff Training	7920	\$ 178.91	\$ 202.68	\$ 475.17	\$ 3,500.00	\$ 3,024.83	13.58%
Employee Morale	7930	\$ -	\$ 413.96	\$ 346.67	\$ 5,500.00	\$ 5,153.33	6.30%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ 133,265.89	\$ 343,214.00	\$ 209,948.11	38.83%
Reserve Vehicle Fleet	7970	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	100.00%
Reserve Computer Fleet	7971	\$ -	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	100.00%
Reserve Dry Period	7973	\$ -	\$ 65,203.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	100.00%
Reserve Capital Improvements	7974	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	-
Reserve Repair/Oper/Admin	7975	\$ -	\$ 20,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	100.00%
Reserve - Compensated Absences	7976	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	100.00%
Services and Supplies		\$ 260,027.01	\$ 1,102,192.86	\$ 1,465,572.07	\$ 4,297,243.00	\$ 2,984,670.93	34.10%
YTD Comparison				\$ 363,379.21			
Capital							
General Capital	8400	\$ -	\$ -	\$ 5,380.00	\$ 25,000.00	\$ 19,620.00	21.52%
Equip/Facility Replacement	8420	\$ -	\$ 55,497.82	\$ -	\$ 35,000.00	\$ 35,000.00	0.00%
Freedom Dog Park	8502	\$ -	\$ -	\$ 3,740.74	\$ 3,740.74	\$ -	100.00%
Valle Lindo Court Resurface	8505	\$ -	\$ -	\$ -	\$ 55,000.00	\$ 55,000.00	0.00%
Epoxy Pool Deck	8506	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	0.00%
Lokker Playground	8507	\$ -	\$ -	\$ -	\$ 500,000.00	\$ 500,000.00	0.00%
PV Fields Irrigation Pumps	8508	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	0.00%
PV Fields Sewer Lift Stations	8509	\$ 27,147.15	\$ -	\$ 27,147.15	\$ -	\$ (27,147.15)	-
Capital		\$ 27,147.15	\$ 55,497.82	\$ 36,267.89	\$ 818,740.74	\$ 782,472.85	4.43%
YTD Comparison				\$ (19,229.93)			
Expense		\$ 651,949.17	\$ 3,256,143.62	\$ 3,670,105.28	\$ 10,272,677.74	\$ 6,755,572.46	35.73%
YTD Comparison				\$ 413,961.66			
Revenue Total		\$ 174,529.64	\$ 627,469.25	\$ 1,200,332.92	\$ 10,282,374.50	\$ 9,082,041.58	11.67%
Expense Total		\$ 651,949.17	\$ 3,256,143.62	\$ 3,670,105.28	\$ 10,272,677.74	\$ 6,755,572.46	35.73%
YTD Revenue-Expenses		\$ (477,419.53)	\$ (2,628,674.37)	\$ (2,469,772.36)			
YTD Comparison				\$ 158,902.01			

General Ledger
Fund 20 Assessment Fund
November 2023 41.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ 1,910.21	\$ 17,778.73	\$ 20,000.00	\$ 2,221.27	88.89%
Assessment Revenue	5500	\$ -	\$ 4,685.02	\$ -	\$ 1,293,871.00	\$ 1,293,871.00	0.00%
Revenue		\$ -	\$ 6,595.23	\$ 17,778.73	\$ 1,313,871.00	\$ 1,296,092.27	1.35%
YTD Comparison				\$ 11,183.50			
Personnel							
Full Time Salaries	6100	\$ -	\$ 9,025.09	\$ 50,780.14	\$ 50,780.14	\$ -	100.00%
Cell Phone Allowance	6108	\$ -	\$ 76.23	\$ 132.93	\$ 132.93	\$ -	100.00%
Part-Time Salaries	6110	\$ -	\$ -	\$ 3,749.34	\$ 3,749.34	\$ -	100.00%
Retirement	6120	\$ -	\$ 1,480.75	\$ 9,932.61	\$ 9,932.61	\$ -	100.00%
Employee Insurance	6130	\$ -	\$ 1,833.79	\$ 10,870.97	\$ 10,870.97	\$ -	100.00%
Workers Compensation	6140	\$ -	\$ 1,005.37	\$ 6,053.26	\$ 6,053.26	\$ -	100.00%
Personnel		\$ -	\$ 13,421.23	\$ 81,519.25	\$ 81,519.25	\$ -	100.00%
YTD Comparison				\$ 68,098.02			
Services and Supplies							
Building Repair	6610	\$ 835.55	\$ -	\$ 2,355.55	\$ 1,520.00	\$ (835.55)	154.97%
Incidental Costs - Assess	6709	\$ -	\$ 9,607.13	\$ 11,269.13	\$ 19,444.00	\$ 8,174.87	57.96%
Grounds Maintenance	6710	\$ 4,599.89	\$ -	\$ 13,750.74	\$ 116,050.85	\$ 102,300.11	11.85%
Tree Care	6719	\$ 10,204.09	\$ -	\$ 19,865.62	\$ 90,000.00	\$ 70,134.38	22.07%
Contracted LS Services	6720	\$ 38,032.60	\$ 171,872.76	\$ 98,510.41	\$ 535,641.00	\$ 437,130.59	18.39%
Park Amenities - Assess	6722	\$ -	\$ -	\$ -	\$ 34,000.00	\$ 34,000.00	0.00%
Rubbish & Refuse	6740	\$ -	\$ -	\$ 1,894.78	\$ 947.39	\$ (947.39)	200.00%
Bank & Registration Fees	6950	\$ -	\$ -	\$ -	\$ 70.00	\$ 70.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	0.00%
Rents & Leases - Equip	7310	\$ -	\$ -	\$ 846.65	\$ 846.65	\$ -	100.00%
COP Debt - PV Fields	7950	\$ -	\$ 533,756.09	\$ 408,779.69	\$ 408,780.00	\$ 0.31	100.00%
Services and Supplies		\$ 53,672.13	\$ 715,235.98	\$ 557,272.57	\$ 1,210,799.89	\$ 653,527.32	46.03%
YTD Comparison				\$ (157,963.41)			
Expense							
Expense		\$ 53,672.13	\$ 728,657.21	\$ 638,791.82	\$ 1,292,319.14	\$ 653,527.32	49.43%
YTD Comparison				\$ (89,865.39)			
Revenue Total							
Revenue Total		\$ -	\$ 6,595.23	\$ 17,778.73	\$ 1,313,871.00	\$ 1,296,092.27	1.35%
Expense Total							
Expense Total		\$ 53,672.13	\$ 728,657.21	\$ 638,791.82	\$ 1,292,319.14	\$ 653,527.32	49.43%
YTD Revenue-Expenses		\$ -	\$ (722,061.98)	\$ (621,013.09)			
YTD Comparison				\$ 101,048.89			

General Ledger
Fund 30 Quimby Fund
November 2023 41.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ 16,672.25	\$ 116,154.96	\$ 120,000.00	\$ 3,845.04	96.80%
Revenue		\$ -	\$ 16,672.25	\$ 116,154.96	\$ 120,000.00	\$ 3,845.04	96.80%
YTD Comparison				\$ 99,482.71			
Capital							
General Capital	8400	\$ -	\$ -	\$ -	\$ 621,769.00	\$ 621,769.00	0.00%
Pickleball Sports Complex	8493	\$ 112,094.49	\$ 16,674.77	\$ 122,466.65	\$ 1,300,000.00	\$ 1,177,533.35	9.42%
Multi-Generation Center	8504	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	0.00%
Senior Center Improvements	8510	\$ 4,568.77	\$ -	\$ 4,568.77	\$ -	\$ (4,568.77)	0.00%
Capital		\$ 116,663.26	\$ 16,674.77	\$ 127,035.42	\$ 2,921,769.00	\$ 2,794,733.58	4.35%
YTD Comparison				\$ 110,360.65			
Expense		\$ 116,663.26	\$ 16,674.77	\$ 127,035.42	\$ 2,921,769.00	\$ 2,794,733.58	4.35%
YTD Comparison				\$ 110,360.65			
Revenue Total		\$ -	\$ 16,672.25	\$ 116,154.96	\$ 120,000.00	\$ 3,845.04	96.80%
Expense Total		\$ 116,663.26	\$ 16,674.77	\$ 127,035.42	\$ 2,921,769.00	\$ 2,794,733.58	4.35%
YTD Revenue-Expenses			\$ (16,674.77)	\$ (122,466.65)			
YTD Comparison				\$ (105,791.88)			

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		\$ 1,945,788.52	\$ 703,420.48	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	\$ 21,612.25	Crestview		\$ 4,568.77	\$ 17,043.48	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	\$ 1,000,000.00	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
3/15/23	\$ 313,508.00	\$ -	Barry 60 LP		\$ -	\$ 313,508.00	3/15/2028
Total	\$ 11,090,795.40	\$ 7,822,201.95			\$ 4,929,634.61	\$ 6,400,043.80	

*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 2023 41.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ 799.60	\$ 18,527.33	\$ 8,000.00	\$ (10,527.33)	231.59%
Park Impact Fees	5450	\$ -	\$ 218.40	\$ 1,771,314.00	\$ -	\$ (1,771,314.00)	0.00%
Revenue		\$ -	\$ 1,018.00	\$ 1,789,841.33	\$ 8,000.00	\$ (1,781,841.33)	22373.02%
Revenue Total							
		\$ -	\$ 1,018.00	\$ 1,789,841.33	\$ 8,000.00	\$ (1,781,841.33)	22373.02%
Expense Total							
		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

General Ledger
Fund 50 CDBG Fund
November 2023 41.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
CDBG - Food Share	5577	\$ -	\$ -	\$ -	\$ 40,760.00	\$ 40,760.00	0.00%
Revenue		\$ -	\$ -	\$ -	\$ 40,760.00	\$ 40,760.00	0.00%
Personnel							
Full Time Salaries	6100	\$ 1,242.79	\$ 1,324.64	\$ 2,361.73	\$ 17,413.00	\$ 15,051.27	13.56%
Part-Time Salaries	6110	\$ 215.60	\$ 13,113.86	\$ 9,543.50	\$ 10,360.00	\$ 816.50	92.12%
Retirement	6120	\$ 193.65	\$ 1,935.54	\$ 1,646.06	\$ 2,606.00	\$ 959.94	63.16%
Employee Insurance	6130	\$ 12.17	\$ 10.58	\$ 101.95	\$ 336.00	\$ 234.05	30.34%
Workers Compensation	6140	\$ 17.35	\$ 255.39	\$ 147.51	\$ 489.00	\$ 341.49	30.17%
Personnel		\$ 1,681.56	\$ 16,640.01	\$ 13,800.75	\$ 31,204.00	\$ 17,403.25	44.23%
Services and Supplies							
Division Supplies	7410	\$ 26.38	\$ -	\$ 5,624.03	\$ 9,556.00	\$ 3,931.97	58.85%
Services and Supplies		\$ 26.38	\$ -	\$ 5,624.03	\$ 9,556.00	\$ 3,931.97	58.85%
Expense		\$ 1,707.94	\$ 16,640.01	\$ 19,424.78	\$ 40,760.00	\$ 21,335.22	47.66%
Revenue Total		\$ -	\$ -	\$ -	\$ 40,760.00	\$ 40,760.00	0.00%
Expense Total		\$ 1,707.94	\$ 16,640.01	\$ 19,424.78	\$ 40,760.00	\$ 21,335.22	47.66%

General Ledger
Fund 60 Restricted Donations
November 2023 41.7%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ -	\$ -	\$ 569.99	\$ 1,000.00	\$ 430.01	57.00%
Revenue		\$ -	\$ -	\$ 569.99	\$ 1,000.00	\$ 430.01	57.00%
Capital							
Micracle League 805 Ballfield	8497	\$ -	\$ -	\$ 365,836.31	\$ 432,473.31	\$ 66,637.00	84.59%
Capital		\$ -	\$ -	\$ 365,836.31	\$ 432,473.31	\$ 66,637.00	84.59%
Expense		\$ -	\$ -	\$ 365,836.31	\$ 432,473.31	\$ 66,637.00	84.59%
Revenue Total		\$ -	\$ -	\$ 569.99	\$ 1,000.00	\$ 430.01	57.00%
Expense Total		\$ -	\$ -	\$ 365,836.31	\$ 432,473.31	\$ 66,637.00	84.59%

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Matthew Parker, Park Services Manager

DATE: January 3, 2024

SUBJECT: CONSIDERATION AND APPROVAL TO ISSUE BID SPECIFICATIONS/REQUEST FOR PROPOSALS FOR POOL DECK RESURFACING AT THE PLEASANT VALLEY AQUATIC CENTER

BACKGROUND

During the FY 2023-2024 budget workshops, the Board of Directors (“Board”) was presented with a list of Capital Improvement Projects (CIP) for the coming year by staff. One of the top priorities identified by staff was the resurfacing of the decking at the Pleasant Valley Aquatic Center (“Aquatic Center”). The urgency stemmed from safety concerns related to slip, trip, and fall hazards associated with the condition and slickness of the concrete pool decking, dating back to the 2007 pool renovation/remodel.

The Aquatic Center plays a crucial role in the community, serving as the home to a 25-yard competition/recreational indoor pool with a 65-foot spiral slide structure. This facility caters to various activities, including District swim lessons, exercise and adaptive classes, lap, open recreational, and competitive swimming. It also provides the only non-membership restricted pool within the City of Camarillo. The structure is used by community members from across Ventura County through a variety of District programming from Camp Funtastic to District special events, such as the Halloween’s Spooky Swim, not all of which are recorded in the District’s Amilia reservation system. Over the years, the Aquatic Center has welcomed over 900,000 visitors since the 2007 pool renovation, with an estimated annual participation of over 50,000 individuals.

Despite efforts, the pool deck has lost its original slip resistance due to the wear and chemical erosion from the constant contact with the chlorinated pool water. Staff has tried numerous techniques, from acid washing to using degreasers with abrasive scrubbers, with no success.

Recognizing the critical need for improvement, the Aquatic Center’s pool deck replacement was identified as a high-priority project in the CIP for this current fiscal year. The adopted FY 2023-2024 Budget designates \$100,000 from the General Fund for this CIP.

ANALYSIS

In evaluating several options for pool deck resurfacing, including consultation with other aquatic facility operators and concrete coating professionals, Staff is recommending a two-part polyurethane coating system with fine aggregate texture for slip resistance. This option is the most

cost-effective and practical from an application standpoint, allowing the product to be applied with roll coating applicators, avoiding the need to drain the pool. This option not only reduces the downtime of the pool’s programming but also saves the District the additional cost of having to refill the pool upon completion of the resurfacing. Staff is proposing to hire a qualified contractor for this project and is requesting that the Board authorize the issuance of the Bid Specifications (Attachment 1) to solicit proposals from qualified and experienced contractors for resurfacing the pool deck at the Pleasant Valley Aquatic Center.

The following is the anticipated timeline for the RFP process:

Request for Proposals Open	January 4, 2024
Mandatory Pre-Bid Meeting	January 24, 2024
Questions/Clarifications Due	February 2, 2024
Answers Provided by	February 6, 2024
Deadline for Proposals	February 9, 2024
Evaluation of Proposals	February 12-14, 2024
Board Approval	March 6, 2024
Project Timeline and Close Out	May 3- 24, 2024

FISCAL IMPACT

Authorization of Request for Proposals has no fiscal impact on the District. Upon receipt of the most qualified proposal, Staff will return to the Board of Directors to award a contract.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy:

- 3.1: Renovate and modernize existing parks and recreation 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 that the Board of Directors review and approve the Request for Proposals for the Pleasant Valley Aquatic Center Pool Deck Resurfacing.

ATTACHMENTS

- 1) BID Specifications for Resurfacing of the Pleasant Valley Aquatic Center’s Pool Deck (77 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

PV POOL DECK RESURFACING PROJECT

FISCAL YEAR 2023-2024

SPEC NO. PVPD23-24



BID PROPOSALS DUE: TUESDAY, FEBRUARY 9, 2024, 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

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

PV POOL DECK RESURFACING PROJECT

SPEC NO. PVPD23-24

FISCAL YEAR 2023-2024

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Nick Marienthal, Park Supervisor

Date 12/12/2023

PLEASANT VALLEY RECREATION & PARK DISTRICT
PV POOL DECK RESURFACING PROJECT

SPEC NO. PVPD23-24

FISCAL YEAR 2023-2024

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

FOR THE

**PV POOL DECK RESURFACING PROJECT
SPEC NO. PVPD23-24**

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. Tuesday, February 9, 2024**, at which time they will be publicly opened and read aloud in the **Conference Room, 1605 E. Burnley Street, Camarillo, California**, for performing the following work:

**PV POOL DECK RESURFACING PROJECT
SPEC NO. PVPD23-24**

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 **“PV POOL DECK RESURFACING PROJECT, SPEC. NO. PVPD23-24”** shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Supervisor, Nick Marienthal, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **Wednesday, January 24, 2024, at 2:00 P.M., at the Pleasant Valley Aquatic Center, 1030 Temple Avenue, Camarillo, CA 93010.**

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to complete. The work will take place at 1030 Temple Avenue 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 **fifteen (15) 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: <https://www.pvrpd.org/request-for-proposals-bids>. 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 or \$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 7-3.2 of the 2021 Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "A" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

DISTRICT'S RIGHTS RESERVED: The District reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the Pleasant Valley Recreation & Park District. No bidder may withdraw his or her bid for a period of **sixty (60) days** after the date from the opening thereof.

BID REGISTRATION: **N/A** 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 Nick Marienthal, at nmarienthal@pvrpd.org for the benefit of all proposed bidders. The questions shall be submitted no later than February 2, 2024, by 5:00 pm 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

BID REGISTRATION: **N/A** 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 **PV POOL DECK RESURFACING PROJECT, SPEC NO. PVPD23-24.** 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 at the 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 or \$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 carefully examine 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 \$5,000,000 per occurrence, \$10,000,000 general aggregate on an "occurrence" basis, for bodily injury, personal injury, and property damage, and a \$10,000,000 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 \$5,000,000 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; and
- Pay on behalf of wording as opposed to reimbursement; and
- Concurrency of effective dates with primary policies; and
- 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 occurrence or claim, and \$2,000,000 policy 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 sub-limits and shall be submitted to the District prior to commencement of construction.

Other Provisions or Requirements

Proof of insurance. Contractor shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by District's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the

benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the 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.

California Labor Code section 1773.3 requires that public agencies notify the DIR when public projects are awarded within 30 days of award and the imposition of a fine at a rate of \$100 per day, not to exceed \$10,000, was authorized for failure to provide notification. At the time of award, the bidder will be requested to provide DIR Award Notification Data for each General Contractor and for each Sub-contractor performing work on the project which data will be necessary to notify DIR of the award. If the Contractor fails to provide the requested DIR Award Notification Data within 30 days after the issuance of the Notice of Award/Notice to Proceed, thereby causing District to incur the imposition of a fine by the DIR, such fine will be imposed upon the General Contractor for reimbursement.

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.

CARB CERTIFICATES: Before award of contract and for a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, bidder shall obtain and provide to District copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this bid and all listed subcontractors.

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

PV POOL DECK RESURFACING PROJECT

SPEC NO. PVPD23-24

FISCAL YEAR 2023-2024

PLEASANT VALLEY RECREATION & PARK DISTRICT

**BID FOR THE
PV POOL DECK RESURFACING PROJECT**

SPEC NO. PVPD23-24

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 “**PV POOL DECK RESURFACING PROJECT, SPEC NO. PVPD23-24**” 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, 2021 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 “**PV POOL DECK RESURFACING PROJECT, SPEC NO. PVPD23-24**”, 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

**PV POOL DECK RESURFACING PROJECT
SPEC NO. PVPD23-24**

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 _____, 202__, 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 similar projects completed in the last 24 months:

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

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

Date of Inspection: _____

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

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

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

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

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

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

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

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

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

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

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

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

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

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

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

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

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

QUESTIONNAIRE

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

Yes _____ No _____

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

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

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

and says that he or she is _____ of _____,
Title Name of Firm

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

Contractor's State License Number and Classification

License Expiration Date

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

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature_____

(Seal)

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

SAMPLE 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 "PV POOL DECK RESURFACING PROJECT, SPEC NO. PVPD23-24" 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 FIFTEEN (15) 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 Labor Code Sections 17771.1 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 5-3.2 of the 2021 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 5-3.3 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Public Works, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate

of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

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

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

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

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

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

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

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

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

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

[Signatures on next page]

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

Dated _____, 202_

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 202_

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, (“District”), has awarded to _____, as Contractor (“Principal”), a Contract for the work entitled and described as follows **PV POOL DECK RESURFACING PROJECT, SPEC NO. PVPD23-24;**

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 _____, 202__.

PRINCIPAL	SURETY			
Address of Surety: _____	_____			
	<table border="0" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">CITY</td> <td style="width:33%;">STATE</td> <td style="width:33%;">ZIP</td> </tr> </table>	CITY	STATE	ZIP
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 _____, as Contractor (“Contractor”), a Contract for the work entitled and described as follows:

PV POOL DECK RESURFACING PROJECT

SPEC NO. PVPD23-24

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 _____, 202__.

_____ **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 1030 Temple Avenue, in Camarillo, California.

STANDARD SPECIFICATIONS: The Standard Specifications of the District are contained in the 2021 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 (“Greenbook”). 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 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION SCHEDULES: Prior to issuing the "Notice to Proceed", the 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 working days as defined in Section 1-2 of the Greenbook .

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

PV POOL DECK RESURFACING PROJECT

SPEC NO. PVPD23-24_____

FISCAL YEAR 2023-2024

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" 2021 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 ("Greenbook"). 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.

Section 2 is amended by adding thereto the following new Subsection 2-1.1 Plans and Specifications:

“2-1.1 Plans and Specifications. 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 2-1.2 Record Drawings:

“2-1.2 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 FIFTEEN (15) 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 7-3.2 of the 2021 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 7-3.2 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 utility delay within the meaning of Subsection 4-2.5 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 2-7 of the Standard Specifications or terminate the contract in accordance with Subsections 6-6 and 6-7 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 2-7 of the Standard Specifications or terminate the contract in accordance with Subsections 6-6 and 6-7 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 7-3.2 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 7-3.2 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 Section is hereby added:

"7.4.3.3 Mark-up Cap. Work by the Subcontractor the Contractor's total mark-up is not to exceed 12%."

Q. CONTROL OF MATERIALS:

The following sections are added to Section 4:

"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.”

“4-4.1 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.”

Section 4-5 shall be replaced with the following:

“4-5 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.”

R. CARB Compliance. For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor’s violation of any regulation set forth in 13 CCR 2449.

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 their 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, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.”

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

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

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

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

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

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

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

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

“20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to

meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.”

“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

W. WORKING HOUR RESTRICTIONS: Eight hours’ labor is a legal day’s work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

X. EXAMINATION AND AUDIT: All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

Y. DELAYS AND EXTENSIONS OF TIME

6-4.4 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 6-4.2 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 400-1 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.”

Subsection 400-1.1 of the Standard Specifications is hereby added to read as follows:

“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 402-4 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 402-5 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 402-1. 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 3-12.2, "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 3-12.6 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

PV POOL DECK RESURFACING PROJECT SPEC NO. PVPD23-24

THE PRODUCT: Liquid-applied polyurethane waterproofing coating on ICC rating on deck surfaces.

1. The waterproofing coating system:
 - a. Is seamless;
 - b. Fully bonds to substrates both adhesively and mechanically;
 - d. Can be applied to OSB or plywood and metal substrates;
 - e. Can be used in a broad variety of exposed conditions such as balconies, pedestrian bridge decks, observation decks and roof decks.
 - f. Is fast curing.
 - g. Meets California VOC and SCAQMD Requirements

COORDINATION: Section 07180 defines requirements for the liquid applied polyurethane waterproofing coating system itself. It is important to define certain substrate requirements and requirements of adjacent trades in pertinent other sections of your specification as follows:

1. Section 03300 - Cast-in-place concrete:
 - a. Concrete that is substrate to the coating system should have a finish equal to light steel troweling followed by a fine hair broom.
 - b. An appropriate wet curing procedure should be used on the concrete.
 - c. Control joints in the concrete, if required, should be in accordance with pertinent ACI and PCA standards.
 - d. Drain flanges at coating level should be integrally cast into, and be flush with, concrete deck surfaces that slope to drain..
4. Section 06125 - Plywood decking:
 - a. Plywood that is substrate to the waterproofing coating system must be exterior grade minimum 5/8" thick with A-side up, fastened with ring-shank nails, blocked under every joint unless it is tongue-and-groove minimum 1-1/8" thick.
 - b. Deck surfaces should slope to drain.
 - c. Deck drains must have flanges at the coating level that are flush with the deck surface.
 - d. Particle boards are not suitable substrates.
5. Section 07600 - Flashing and sheet metal:
 - a. Metal flashings that are substrate to the waterproofing coating system should be a minimum of 24 gage aluminum, copper, galvanized, or stainless steel.
 - b. Set metal flashings in continuous bedding bead of hybrid sealant installing sealant S-bead between metal laps and mechanically fastening to substrate along leading edges at every 4" on center, staggered linearly, to lay flat and without fishmouths.

END OF COVER PAGE(s)

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Provide a complete polyurethane waterproofing coating system where indicated on the Drawings, including all applicable sealants and elastomeric flashings needed to ensure a complete waterproof and weathertight system for deck, ramp, stair and landing surfaces at locations indicated.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.02 SUBMITTALS

- A. Comply with pertinent provisions of Section 01330.
- B. Product data:
 - 1. Materials list of items proposed to be provided under this Section.
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
 - 3. Shop Drawings or catalog illustrations in sufficient detail to show installation and interface of the work of this Section with the work of adjacent trades.
 - 4. Manufacturer's current recommended installation procedures which, when reviewed by Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.
 - 5. Written documentation of applicator's qualifications, including reference projects of similar scope and complexity, with current phone contacts of architects and owners for verification.

1.03 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.
- B. Applicator qualifications:
 - 1. Applicator shall have at least three years experience in installing materials of types specified and shall have successfully completed at least three projects of similar scope and complexity.
 - 2. Applicator shall designate a single individual as project foreman who shall be always on site during installation.
- C. Convene a pre-installation job-site conference four weeks prior to commencing work of this Section:
 - 1. Secure attendance by Architect, Contractor, applicator, and authorized representatives of the coating system manufacturer and interfacing trades.
 - 2. Examine Drawings and Specifications affecting work of this Section, verify all conditions, review installation procedures, and coordinate scheduling with interfacing portions of the Work.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to job site in manufacturer's unopened containers with all labels intact and legible at time of use.
- B. Maintain the products in accord with manufacturer's recommendations with proper precautions to ensure fitness of material when installed.
- C. Comply with pertinent provisions of Section 01660.

1.05 SUBSTRATE CONDITIONS

- A. General:
 - 1. Provide applicator with surfaces that are broom clean, dry, sound and free of protrusions, excessive roughness, foreign matter, frost, ice and other contaminants which may inhibit application or performance of the waterproofing coating system.
 - 2. Using suitable abrasive methods, remove residue of form release, curing compound, chemical retarders and other surface treatments, laitance, mortar smear, saw cutting residue, mill scale, rust, loose material and other contaminants from concrete, masonry and ferrous metal surfaces to receive the work of this Section.
- C. Concrete Where work of this Section will be applied to 14-28 day cured concrete and a minimum of 3,500 psi compressive strength
- D. Decks:
 - 1. Slope deck surfaces to drains that have flanges at coating level which are flush with deck surfaces.
 - 2. Rigidly install pipe, vents, and other surface protrusions, properly flash them, and cover to prevent entry of coating materials.
- E. Metal flashings: Where metal flashings are substrate to waterproofing coating, set the flashings in continuous bedding bead of hybrid PolyTuff sealant; install sealant S-bead between metal laps and mechanically fasten to substrate along leading edges at every 4" on center, staggered linearly, to lay flat without fish mouths. Metal flashings shall be taped with polyester woven fabric with hotmelt acrylic pressure sensitive adhesive.
- F. Joints: Configuration shall be consistent with this Section and with all other requirements of the Contract Documents.

1.06 WARRANTY

- A. Deliver to the Architect signed copies of the following written warranties against defective materials and workmanship for a period of two years following date of completion. Warrant that installed waterproof coating system shall be free of defects including adhesive failure, cohesive failure, weathering deficiencies and waterproofing failure resulting from substrate cracking up to 1/16 inch.
 - 1. Manufacturer's material ten (10) year warranty covering materials.
 - 2. Applicator's standard warranty covering workmanship.

PART 2 PRODUCTS

2.01 GENERAL

- A. Provide a complete liquid applied polyurethane waterproofing coating system having the following minimum attributes:
 - 1. System designed for waterproofing decks utilizing metal lath and plywood subject to pedestrian traffic.
 - 2. Complying with a Class A fire rating on plywood substrates.
 - 3. Color to be selected by Architect from manufacturer's standard color range.
 - 4. Acceptable products:
 - a. PSI P-Tuff Classic Base or E-Tuff 100 Base Membrane
 - b. PSI Topshield EST-FR (SC)
 - c. PSI Topshield EST (SC)

2.02 ACCESSORIES

- A. Primer: As recommended by coating system manufacturer.
- B. Joint backing: Closed-cell, polyethylene rod as recommended by coating manufacturer.
- C. Aggregate: 12-20 mesh silica sand, or EPDM rubber aggregate approved by coating manufacturer
- D. Sealants
 - 1. PTS E-101 Joint Sealant
 - 2. P-Tuff Classic

2.03 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor and approved by the coating system manufacturer as compatible, subject to review of the Architect.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- B. Applicator shall examine the areas and conditions under which work of this Section will be performed.
 - 1. Verify conformance with manufacturer's requirements;
 - 2. Report unsatisfactory conditions in writing to the Architect;
 - 3. Do not proceed until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. Surface preparation and detailing procedures to be in accord with waterproof coating system manufacturer's instructions and recommendations except where more stringent requirements are indicated.
- B. Clean all deck surfaces to receive coating system in accord with manufacturer's instructions; vacuum clean or blow clean with oil-free compressed air all surfaces to receive sealants, detailing materials or coatings immediately prior to installation.
- C. Rout, clean, prepare and detail surfaces in accord with manufacturer's instructions
- D. Clean metal surfaces to bright metal by mechanically abrading with an angle grinder and wire brush cup or mechanical etching or ; scuff-sand lead flashing and plastic surfaces.
- E. Prime surfaces in accord with manufacturer's instructions.
- F. Install E-Tuff or P-Tuff Classic mixed material at corner of all horizontal-to-vertical junctures subject to movement and cover with 1" detail cant of approved sealant; install 1" detail cants at projections, curbs and other horizontal-to-vertical junctures.
- G. Install detail coats, joint and crack treatments, and liquid flashings in accord with manufacturer's instructions.
- H. Allow detail applications to cure in accord with manufacturer's instructions prior to general application of coating.

3.03 APPLICATION

- A. Install waterproof coating system in accord with manufacturer's recommendations and instructions as applies to the Work except where more stringent requirements are indicated.
 - 1. Grid deck surfaces to assure proper coverage rates and verify coating wet-film mil thickness with gauges as work progresses.
 - 2. Retain empty product containers during course of work to aid in determining whether completed coating system complies with manufacturers average thickness requirements.
- B. Verify proper dry condition of substrate using method recommended by coating system manufacturer; perform adhesion checks prior to general application of coating system using field adhesion test method recommended by manufacturer.
- C. Mask off adjoining surfaces not to receive coating system.
- D. Wipe clean all detail coats with white rags wetted with Xylene solvent; do not saturate detail coat.
- E. Apply coating base coat uniformly and allow to cure in accord with manufacturer's instructions.
- F. Feather edge when entire area cannot be completed in one day; clean area 6" wide along edge of coating with Xylene solvent on clean white rags prior to startup on next working day; use interlaminary primer per manufacturer's instructions as needed; overlap existing work by 6" with new work.
- G. Apply coating system finish coats in accord with manufacturer's instructions.
 - 1. Immediately broadcast aggregate into wet material at rate recommended by manufacturer and backroll to evenly distribute and totally encapsulate.
 - 2. Allow to cure per manufacturer's instructions.

3.04 PROTECTION AND CLEAN-UP

- A. Promptly remove primer or coating material from adjacent surfaces with MEK, Toluene or Xylene; leave work area in broom clean condition.
- B. Allow completed Work to cure 24 hours before opening to pedestrian traffic.

END OF SECTION

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 3, 2024

SUBJECT: CONSIDERATION AND APPROVAL TO ISSUE BID SPECIFICATIONS/REQUEST FOR PROPOSALS FOR TENNIS COURT RESURFACING AT VALLE LINDO PARK

BACKGROUND

Valle Lindo's tennis courts were last resurfaced in 2008. As part of the budget development process for fiscal year 2023-2024, the Board approved an allocation of \$55,000 from the General Fund specifically for the resurfacing of the tennis courts at Valle Lindo Park. Valle Lindo Park is a 10-acre park with a unique rolling topography, playground, restrooms, three reservable pavilions, and five (5) lighted tennis courts.

These tennis courts are extremely popular amongst Camarillo's vibrant tennis community, witnessing heavy usage throughout the entire year. Unfortunately, the courts have surpassed their useful life span of four-to-eight years and are now in need of a comprehensive resurfacing application. The deterioration of the court surfacing has brought the tennis courts to a point where a complete resurfacing is imperative to ensure their continued functionality and appeal to the community.

ANALYSIS

The tennis courts currently display stress cracks, with some minor concrete spalling, and the acrylic coating is severely worn, creating a safety concern for slip and fall hazards. Staff has addressed the issue by patching areas where the concrete had spalled and repainting some of the surface areas to improve footing and surface traction.

Tennis court resurfacing is a two-phase process that involves repair of the existing court structure, followed by the application of an acrylic coating system. Even well-constructed hard courts, due to temperature changes, develop cracks over time. Resurfacing a tennis court involves reconditioning the existing worn-out and damaged court structure and giving it a new life to make it safe and playable again. Re-surfacing tennis courts is significant for two main reasons: safety and appearance.

This project will resurface, reseal, and repaint the courts to protect the subsurface and provide a safe playing surface. Upon completion of this project, it is recommended that the tennis courts are

resurfaced every four to eight years to keep them in good condition depending on the level of use and associated wear.

DESCRIPTION OF WORK:

- Pressure wash all five courts and have a clean surface to work with.
- Grind down edges of cracks that have been raised and fill in holes that have been exposed.
- Chip out air pockets and any concrete that is loose on the surface.
- Remove any exposed rebar that is shown and patch with filler.
- Repair cracks and voids with filler material.
- Apply by squeegee One (1) coat of acrylic resurface coating with #90 silica sand.
- Apply by squeegee One (1) coat of Sport Master or equal Acrylic Texture System with #90 silica sand.
- Apply by squeegee One (1) coat of Sport Master or equal Color System with no silica sand (paint the same colors as the courts are now).
- Paint Two (2) inch play lines by hand between masking tape (White).
- Caulking: remove existing material in center expansion joints and install self-leveling caulking in center expansion joints.

TIMELINE

Request for Bid Proposals released:	January 4, 2024	
Mandatory Pre-Bid meeting:	January 23, 2024	9:30 am
Questions in by:	February 2, 2024	5:00 pm
Proposals must be received by:	February 5, 2024	10:00 am
Contract award:	March 6, 2024	
Project approx. start date:	March 11, 2024	
Project completion date no later than:	March 29, 2024	

FISCAL IMPACT

There is no fiscal impact at this time; however, there will be a fiscal impact once bids come back. The Board of Directors allocated \$55,000 for this project.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal and Strategy:

- 3.1: Renovate and modernize existing parks and recreation 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 that the Board of Directors authorize and approve the bid specifications for Valle Lindo tennis court resurfacing project and allow staff to release the BID specifications.

ATTACHMENTS

- 1) BID Specifications (72 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

VALLE LINDO TENNIS COURT RESURFACING PROJECT

FISCAL YEAR 2023-2024

SPEC NO. VLTC-24



BID PROPOSALS DUE: MONDAY, FEBRUARY 5, 2024, AT 10:00 A.M.

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

VALLE LINDO TENNIS COURT RESURFACING PROJECT

SPEC NO. VLTC-24

FISCAL YEAR 2023-2024

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Nick Marienthal,
Park Supervisor

RCE _____

Date 12/12/2023

PLEASANT VALLEY RECREATION & PARK DISTRICT
VALLE LINDO TENNIS COURT RESURFACING PROJECT

SPEC NO. VLTC-24

FISCAL YEAR 2023-2024

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

FOR THE

**VALLE LINDO TENNIS COURT RESURFACING PROJECT
SPEC NO. VLTC-24**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Administration Office of the District, 1605 E. Burnley Street Camarillo, CA 93010, up to the hour **10:00 AM. Monday, February 5, 2024**, at which time they will be publicly opened and read aloud in the Conference Room **1605 E. Burnley Street, Camarillo, California**, for performing the following work:

**VALLE LINDO TENNIS COURT RESURFACING PROJECT
SPEC NO. VLTC-24**

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

The words “Valle Lindo Tennis Court Resurfacing **PROJECT, SPEC. NO. VLTC-24**” shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Parks Supervisor, Nick Marienthal, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **Tuesday, January 23, 2024, at 9:30 A.M., 889 Aileen St, Camarillo, CA 93010.**

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to Complete. The work will take place at 889 Aileen Street 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 **FIFTEEN (15) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the District Representative.

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: <https://www.pvrpd.org/request-for-proposals-bids>. 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 or \$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 7-3.2 of the 2021 Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "A" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

DISTRICT'S RIGHTS RESERVED: The District reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the Pleasant Valley Recreation & Park District. No bidder may withdraw his or her bid for a period of **sixty (60) days** after the date from the opening thereof.

BID REGISTRATION: N/A - 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 Parks Supervisor, Nick Marienthal at NMarienthal@pvrpd.org for the benefit of all proposed bidders. The questions shall be submitted no later than February 2, 2024, by 5:00 pm 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

BID REGISTRATION: N/A 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 **VALLE LINDO TENNIS COURT RESURFACING PROJECT, SPEC NO. VLTC-24.** 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 at the 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 or \$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 carefully examine 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 \$5,000,000 per occurrence, \$10,000,000 general aggregate on an "occurrence" basis, for bodily injury, personal injury, and property damage, and a \$10,000,000 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 \$5,000,000 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; and
- Pay on behalf of wording as opposed to reimbursement; and
- Concurrency of effective dates with primary policies; and
- 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 occurrence or claim, and \$2,000,000 policy 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 sub-limits and shall be submitted to the District prior to commencement of construction.

Other Provisions or Requirements

Proof of insurance. Contractor shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by District's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the

benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the 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.

California Labor Code section 1773.3 requires that public agencies notify the DIR when public projects are awarded within 30 days of award and the imposition of a fine at a rate of \$100 per day, not to exceed \$10,000, was authorized for failure to provide notification. At the time of award, the bidder will be requested to provide DIR Award Notification Data for each General Contractor and for each Sub-contractor performing work on the project which data will be necessary to notify DIR of the award. If the Contractor fails to provide the requested DIR Award Notification Data within 30 days after the issuance of the Notice of Award/Notice to Proceed, thereby causing District to incur the imposition of a fine by the DIR, such fine will be imposed upon the General Contractor for reimbursement.

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.

CARB CERTIFICATES: Before award of contract and for a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, bidder shall obtain and provide to District copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this bid and all listed subcontractors.

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

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

VALLE LINDO TENNIS COURT RESURFACING PROJECT

SPEC NO. VLTC-24

FISCAL YEAR 2023-2024

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
VALLE LINDO TENNIS COURT RESURFACING PROJECT

SPEC NO. VLTC-24

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as **“VALLE LINDO TENNIS COURT RESURFACING PROJECT, SPEC NO.VLTC-24 ”** 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, 2021 Edition):

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of **“VALLE LINDO TENNIS COURT RESURFACING PROJECT, SPEC NO.VLTC-24 ”**, for the sum set forth in the following schedule:

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
VALLE LINDO TENNIS COURT RESURFACING PROJECT
SPEC NO. VLTC-24

BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	High Pressure wash all 6 courts					
2.	Grind high edges caused by raising of concrete					
3.	Remove raised hollow area of concrete slab where rebar is too close to slab surface					
4.	Cut out rebar and fill void with cement modifier					
5.	Repair cracks and spalls with acrylic Crack Patch by SportMaster or equal					
6.	Squeegee 1 coat Acrylic Resurfacer with #90 silica sand					
7.	Squeegee 1 coat SportMaster or equal Acrylic Texture System with #90 silica sand					
8.	Squeegee 1 coat SportMaster or equal color system with no silica sand paint to match existing colors					
9.	Paint 2-inch play lines White					
10.	Caulking: Remove existing material in center expansion joints and install self-leveling caulking					
11.						
12.						
13.						
14.						

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
15.						
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
TOTAL BID AMOUNT IN FIGURES					\$	
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 _____, 202__, 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 **Similar projects completed in the last 24 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].

SAMPLE /AGREEMENT

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

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

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "VALLE LINDO TENNIS COURT RESURFACING PROJECT, SPEC NO.VLTC-24 " 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 fifteen **(15) 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 Labor Code Sections 17771.1 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 5-3.2 of the 2021 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 5-3.3 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Public Works, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate

of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

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

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

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

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

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

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

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

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

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

[Signatures on next page]

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

Dated _____, 202_

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 202_

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

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

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

VALLE LINDO TENNIS COURT RESURFACING PROJECT

SPEC NO. VLTC-24

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 _____, 202__.

_____ **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 Pleasant Valley Recreation & Park District. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

LOCATION OF WORK: The work will take place at **889 Aileen Street, in Camarillo, California.**

STANDARD SPECIFICATIONS: The Standard Specifications of the District are contained in the 2021 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 (“Greenbook”). 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 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION SCHEDULES: Prior to issuing the "Notice to Proceed", the 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 District 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 District 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 working days as defined in Section 1-2 of the Greenbook .

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

VALLE LINDO TENNIS COURT RESURFACING PROJECT

SPEC NO. VLTC-24

FISCAL YEAR 2023-2024

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" 2021 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 ("Greenbook"). 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.

Section 2 is amended by adding thereto the following new Subsection 2-1.1 Plans and Specifications:

“2-1.1 Plans and Specifications. 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 2-1.2 Record Drawings:

“2-1.2 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 fifteen **(15) 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 7-3.2 of the 2021 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 7-3.2 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 utility delay within the meaning of Subsection 4-2.5 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 2-7 of the Standard Specifications or terminate the contract in accordance with Subsections 6-6 and 6-7 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 2-7 of the Standard Specifications or terminate the contract in accordance with Subsections 6-6 and 6-7 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 7-3.2 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 7-3.2 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 Section is hereby added:

"7.4.3.3 Mark-up Cap. Work by the Subcontractor the Contractor's total mark-up is not to exceed 12%."

Q. CONTROL OF MATERIALS:

The following sections are added to Section 4:

"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.”

“4-4.1 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.”

Section 4-5 shall be replaced with the following:

“4-5 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.”

R. CARB Compliance. For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor’s violation of any regulation set forth in 13 CCR 2449.

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 their 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, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, 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

6-4.4 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 6-4.2 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 400-1 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.”

Subsection 400-1.1 of the Standard Specifications is hereby added to read as follows:

“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 402-4 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 402-5 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 402-1. 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 3-12.2, "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 3-12.6 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

VALLE LINDO TENNIS COURT RESURFACING PROJECT SPEC NO. VLTC-24

- A. High Pressure wash all 6 courts to remove Blistering and Peeling Coating and to have a clean surface to work with.
- B. Grind high edges of cracks caused by slab rebar close to the surface.
- C. Remove raised hollow area of concrete slab where rebar is too close to slab surface.
- D. Cut out rebar and fill void with cement modifier.
- E. Repair cracks and spalls with Acrylic Crack Patch by SportMaster or equal.
- F. Apply by squeegee One (1) coat of Acrylic Resurfacer Coating with #90 silica sand.
- G. Apply by squeegee One (1) coat of SportMaster or equal Acrylic Texture System with #90 silica sand.
- H. Apply by squeegee One (1) coat of SportMaster or equal Color System with no silica sand (paint the same colors as the courts are now).
- I. Paint Two (2) inch play lines by hand between masking tape (White).
- J. Caulking: Remove existing material in Center expansion joints and install self-leveling caulking in center expansion joints.

APPENDIX A

CONSTRUCTION DRAWINGS



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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Jessica A. Puckett, CPRE, Administrative Analyst

DATE: January 3, 2024

**SUBJECT: CONSIDERATION AND APPROVAL TO ISSUE A
REQUEST FOR PROPOSALS FOR CONSULTING
SERVICES FOR A COMPREHENSIVE PARKS AND
RECREATION MASTER PLAN**

BACKGROUND

Comprehensive master planning will serve as a valuable strategic guide and “roadmap” for both current and future park planning and recreation development. The process will include an assessment of current parks, playgrounds, fields, outdoor courts, trails, picnic areas, and park amenities, as well as a comprehensive public engagement process to identify unmet recreational wants and needs in our community. While similar to strategic planning which focuses on overarching guiding principles, comprehensive master planning typically focuses on land, facilities and the associated programming taking place within them. Commonly referred to as “Master Plans,” this process and document created as a result of said process, provides agencies with a multitude of benefits to the community including but not limited to; strategies to fill gaps and reduce redundancies within the parks system, build community support, prioritize capital planning and spending to reflect the community desires, encourage new opportunities for future park and facility development, promote new partnerships and alliances within the public and private sectors, and identify recreational trends in the community.

Internally, this process is a benefit for a variety of reasons such as identifying challenges or opportunities that may not be otherwise discovered, displaying to our constituents that we are forward-thinking and committed to our due diligence and accountability while also positioning the District to take advantage of new opportunities that may arise.

This will be the first-ever comprehensive master plan for the District. Various site-specific master plans and strategic plans have been conducted but never a comprehensive master plan. Goal 3.2 of the 2021-2026 Strategic Plan identified the need for a comprehensive parks and recreation master plan: Complete a comprehensive parks master plan to create a road map for upgrades, expansions, and potential additions to the District’s parks system to meet current and future community needs for parks, trails, and open space.

ANALYSIS

Staff is proposing to hire a qualified strategic and master planning consulting firm for the project administration, community engagement, and production of the final master plan. Staff is requesting

that the Board authorize the issuance of the RFP (Attachment 1) to solicit proposals from qualified and experienced consultants for master planning services to conduct a comprehensive parks and recreation master plan.

The following is the anticipated timeline for the RFP process:

Request for Proposals Open	Thursday, January 4, 2024
Questions/Clarifications Due	Friday, January 19, 2024
Answers Provided by	Friday, January 26, 2024
Deadline for Proposals	Monday, February 5, 2024
Evaluation of Proposals	February 6-9, 2024
Announce Decision	Wednesday, March 6, 2024
Contract Negotiations	March 2024
Desired Project Close Out	<i>(no later than)</i> May 31, 2025

FISCAL IMPACT

Authorization of Request for Proposals has no fiscal impact on the District. Upon receipt of the proposal, the District will return to the Board of Directors to award a contract.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy:

- 3.2: Complete a comprehensive parks master plan to create a road map for upgrades, expansions, and potential additions to the District’s parks system to meet current and future community needs for parks, trails, and open space.

RECOMMENDATION

It is recommended that the Board of Directors review and approve the Request for Proposals for Master Planning Consulting Services for the completion of a comprehensive parks and recreation master plan.

ATTACHMENTS

- 1) RFP for Consulting Services to Conduct a Comprehensive Parks and Recreation Master Plan (14 pages)
- 2) Sample Professional Services Agreement (9 pages)

**PLEASANT VALLEY RECREATION & PARK DISTRICT
REQUEST FOR PROPOSALS FOR CONSULTING SERVICES TO CONDUCT A
COMPREHENSIVE PARKS AND RECREATION MASTER PLAN**



RFP RELEASE DATE:

THURSDAY, JANUARY 4, 2024

PROPOSALS DUE:

MONDAY, FEBRUARY 5, 2024

No Later Than 2:00 PM PDT

DELIVER PROPOSALS TO:

ADMINISTRATIVE OFFICE

PLEASANT VALLEY RECREATION & PARK DISTRICT

Attn: Jessica A. Puckett, CPRE, Administrative Analyst

1605 E. Burnley Street, Camarillo, CA 93010

Phone: (805) 482-1996

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**All questions regarding this Request for Proposals (“RFP”) shall be directed to Jessica A. Puckett, CPRE, Administrative Analyst at jpuckett@pvrpd.org in writing. Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in the “Project Scope of Work” section of this notice. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants, and financial resources to carry out the work without delay or shortcomings.*

***The proposals must be submitted to the Pleasant Valley Recreation and Park District’s Administrative Office, 1605 E Burnley Street, Camarillo, California, 93010, no later than 2:00 p.m. on February 5, 2024. Each proposer must submit one (1) electronic copy of the proposal in accordance with “Submission Requirements” section of this notice.*

NOTICE INVITING PROPOSALS FOR CONSULTING SERVICES TO CONDUCT A COMPREHENSIVE PARKS AND RECREATION MASTER PLAN

Introduction

The Pleasant Valley Recreation and Park District (“District”) is issuing this Request for Proposals (“RFP”) seeking to hire a highly qualified landscape architectural and/or planning firm to conduct and develop the District’s very first Comprehensive Parks and Recreation Master Plan (“Master Plan”).

The need for a Master Plan was established in the current District 2021-2026 Strategic Plan as outlined in Goal 3.2: *Complete a comprehensive parks master plan to create a road map for upgrades, expansions, and potential additions to the District’s parks system to meet current and future community needs for parks, trails, and open space.*

The consultant will collect and analyze data to develop a clear set of goals, policies, standards, and recommendations for the District’s existing and future community parks, neighborhood parks, special use facilities, and recreational programming for the next ten years. When complete, the Master Plan will support planning and programming through recommendations in the following areas:

- A. Park System Vision, Mission, and Goals:
 - 1) District Identity, Vision, and Mission
 - 2) Affirmation of Goals and Objectives
 - 3) Demographics Analysis
 - 4) Recreation Trends Analysis
 - 5) Level of Service Standards and Criteria
 - 6) Park Classification System Recommendations
 - 7) Natural and Cultural Resource Management Recommendations

- B. Community Demand, Supply and Needs Analysis:
 - 1) Provide the opportunity for community involvement in the planning, construction, and programming of recreation and park facilities.
 - 2) Recreation Facilities
 - 3) Recreation Programs
 - 4) Trails and Open Space
 - 5) Environmental Sustainability, *e.g., Turf Mitigation, Wildfire Resiliency, Energy Efficiency, etc.*

- C. Ten-Year Plan for Management and Growth:
 - 1) New Park Master Plan Priorities and Recommendations
 - 2) Existing and Future Park Facility Expansion and Improvement Priorities and Recommendations
 - 3) Open Space and Trails Acquisition Priorities and Recommendations
 - 4) Budgeting and Funding Priorities and Recommendations with a methodology accounting for deferred maintenance and capital improvements and its effects on services

The Master Plan will provide a 10-year vision for parks, recreation, open space, and trails, as well as an action plan for implementing this vision. The plan needs to be financially sustainable and include realistic goals for implementation. The plan will include research, public involvement, and the development of recommendations for all aspects of the Pleasant Valley Recreation & Park District system.

The selected consultant/consulting team will work closely with the District staff committee and will have proven experience and knowledge in park and recreation planning, project management, and effective public engagement.

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 62 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 do add recreational and cultural service value and amenities to the community by owning two small parks, a trail system, and a full-service library that it operates independently of the District.

Camarillo is a healthy, and family-oriented community with an exceptional quality of life. The District administers year-round recreation programs for a variety of age and interest groups including adult athletic programs, senior services, fitness and athletic instruction, classes, camps, and aquatics programs. For the fiscal year 2023-2024, the District has a total operating budget of approximately \$10 million.

Project Goals & Objectives

The goal of the consulting services is to provide professional services and expertise for managing, facilitating, and preparing a comprehensive evaluation of the District's parks, recreation, open space, and funding system. The evaluation will assess the current and future recreational needs of the District, as they relate to the mission of the agency, in order to better plan, fund, manage, and develop parks, facilities, open space, trails, and recreational programs.

- A. *Identify and serve current and future park and recreational needs through an integrated park system that provides adequate open space, facilities, trails, and stewardship of the District's natural and cultural resources:*
 - 1) Establish a park classification system and appropriate management recommendations reflecting current and future growth of the park system.
 - 2) Identify the future quantities and locations of open space acreage needed to satisfy the current and future recreation needs of the greater Camarillo area.
 - 3) Ensure the long-term protection, preservation, and sustainability of park resources.
 - 4) Promote the conservation of natural and cultural resources through parkland acquisition, stewardship, and environmentally sensitive planning.
 - 5) Provide facilities that promote sustainability goals.
 - 6) Identify natural resource management objectives to include turf mitigation, water conservation, and wildfire resiliency.

- B. *Provide an accessible and diverse offering of park and recreation facilities and programs to all residents of Camarillo and the District:*
 - 1) Define the role of the District in contributing towards quality of life in Camarillo and Ventura County.
 - 2) Identify and prioritize recreation facilities needed at existing and future parks.
 - 3) Provide for current and future park and recreational needs through funding, deferred maintenance, and facility expansion at new and existing sites, and through optimizing use of all existing facilities.
 - 4) Identify and prioritize recreation programs and special events desired throughout the park system in order to build economic and cultural value by conducting a comprehensive review of current District programming. Deficiencies or gaps, as well as strengths, in programming should be identified.

- C. *Identify and recommend existing and opportunities for future trails for recreational use within park facilities, as well as recommend greenway corridors and linkages to areas outside of Camarillo:*
 - 1) Identify existing network of pedestrian and bicycle paths, nature trails, greenways and linear linkages that connect to parks and popular destinations.
 - 2) Identify stakeholders and encourage cooperative agreements and partnerships with other governmental jurisdictions to achieve a county wide trail system.
 - 3) Provide a conceptual plan that will help to develop a framework for building an integrated system of pathways to link residents to the outdoors.

- D. *Develop an action plan with realistic implementation goals, strategies, and benchmarking—a plan for prioritizing, phasing, funding, and accomplishing the identified needs:*
- 1) Identify a funding strategy or strategies for ongoing growth and improvements to the park, open space, and trails system.
 - 2) Identify and recommend funding options that outlines projects, anticipated costs, and operation and maintenance implications.
 - 3) Provide conceptual illustrations/visualizations to articulate possible future visions for selected parks and facilities.
 - 4) Identify alternative revenue models, potential efficiencies, available grants, and fundraising opportunities.

Project Scope of Work

The selected Consultant will work directly with a project manager from the Administration Department of the District. The consultant will also work with a group of various internal and external stakeholders, municipal partners, the Board of Directors, and other local and regional organizations. The following scope of work outlined below is to be used as a general guide and is not intended to be a complete list of tasks necessary to complete the Comprehensive Master Plan. The District is open to alternative approaches that may deviate from this scope to better meet project objectives.

1. Project Administration

- The consultant is expected to conduct meetings and communicate with District staff on a regular basis throughout all phases of the project, to ensure the Comprehensive Master Plan reflects the vision and priorities of the District and its citizens.
 - Project Initiation
 - Finalize scope of work
 - Finalize project goals and objectives.
 - Project Administration
 - Meet staff committee
 - Finalize work plan
- *Deliverables should include: Final work plan, process flowchart, timeline, staff committee meeting schedules, agendas, handouts, meeting reports, recommended website update(s) (and/or a separate project specific site option if consultant chooses to include in the scope of work of the total project cost).*

2. Evaluation, Research and Analysis of Existing Conditions and Plans

The consultant will conduct research and analysis, review existing documents, and evaluate the park and recreation systems based on established standards and criteria for an objective basis of identification of deficiencies and recommendations.

- Demographics research
- Review applicable studies, plans, and policies:
 - Existing documents review, to include but not limited to:
 - Population and demographic data
 - City of Camarillo General Plan and Recreation Element
 - 2018 Senior Community Center Needs Assessment
 - 2021-2026 Strategic Plan
 - 2022 ADA Transition Plan

- 2022 Fee Study & Cost Recovery Policy
 - 2011 Freedom Park Master Plan
 - Recreation trends research that will have an effect on the Master Plan
 - Level of service standards and criteria
 - Park classification system evaluation
- Complete a full inventory and evaluation of existing District park facilities:
 - Review the condition of amenities, structures, wayfinding, furnishings, accessibility, and overall maintenance of existing community parks, neighborhood parks, aquatic facility, parks maintenance support facility, and special use facilities. The analysis should consider the capacity of the amenity as well as its functionality, accessibility, condition, convenience, and useful life.
 - Recreation Facilities inventory and evaluation
 - Recreation Programs inventory and evaluation
 - Parks, Trails and Open Space inventory and evaluation
 - Natural and Cultural Resources inventory and evaluation
- Complete a review of current land acquisition process.
- Compare Pleasant Valley Recreation facilities with those of other peer cities or Districts based on population.
- Complete an analysis of the Recreation Department:
 - Opportunities, strengths, and weaknesses of current recreational programs.
 - Summarize current marketing efforts used to share and promote information on our plans, events, projects, and programs.
 - Opportunities, strengths, and weaknesses of current public-private partnerships, volunteer opportunities, and Foundation development.
- *Deliverables will include: maps, tables and reports reflecting all inventories and evaluations compiled into a manageable, editable format to be used as a primary data source for facilities and programming.*

3. **Community Outreach, Engagement and Needs Assessment**

The consultant is expected to develop and conduct a well-publicized public involvement process using various media and forums to reach as many citizens as possible. The strategy should identify current facility use, awareness of current facilities and programs, gathers preferences for future parks, facilities and amenities, and shapes goals and recommendations to guide park, facility, and program development. All results of this process should be delivered in an easily digestible and clear format that can be shared on multiple digital platforms as this information will be shared with the public during the master planning process, included within the comprehensive master plan document, and used to inform strategies and recommendations.

A. Public Involvement

- a. Stakeholder Interviews
- b. Focus Groups
- c. Public Workshops
- d. Pop-Up Events
- e. Community Survey

- B. Public Information
 - a. Public Information Displays
 - b. Press Releases
 - c. Web materials, social media
 - d. Public Presentations
- C. Needs Assessment
 - a. Recreation Facilities
 - b. Recreation Programs
 - c. Parks
 - d. Trails and Open Space
- *Deliverables will include: community involvement plan, agendas, handouts, graphics, survey instruments, survey report, workshop reports, interview instruments, PowerPoint presentations; reports of findings from meetings, workshops, interviews; public information plan, graphic and text materials for distribution and website update(s).*

4. Recommendations and Action Plan

The consultant will provide a draft report, making recommendations in all areas for review. This report should be a strategic plan that will help guide policies and plans for the District for the next 10 years.

The final report will incorporate the following:

A. Draft recommendations

- 1) Recreation and Park System Mission and Goals
 - a) Park classification system recommendations.
 - b) Identify and provide recommendations based on an assessment of the District's approach to facility and grounds maintenance.
 - c) Provide a facilities maintenance strategy for improved quality standards of current and future facilities for all facility types.
 - d) Identify and prioritize recommended modifications to existing parks, facilities, open space, and trails.
 - e) Identify and prioritize opportunities, goals, and policy recommendations for development, planning and/or acquisition of new and future parks, facilities, open space, and trails, which incorporate Level of Service Standards recommendations.
 - f) Natural and cultural resource management recommendations.
 - g) Trails and Open Space evaluation and recommendations.
 - h) Provide a process to maximize strategic partnerships with other public and private entities.
 - i) Provide departmental staffing needs to fulfill current needs and respond to future growth.
 - j) Develop an updated brand strategy and standards for the District.
 - k) Develop a process to achieve social and geographic equity with current and future recreation facilities and programming.
 - l) Provide an implementation action plan for recommendations.
- 2) Community Demand, Supply, and Needs Assessment Report
- 3) Ten-Year Plan for Growth:

- a) New Comprehensive Park Master Plan Priorities and Recommendations
- b) Existing and Future Park Facility Expansion Priorities and Recommendations
- c) Recreation Program Expansion Priorities and Recommendations
- d) Trails and Open Space Expansion Priorities and Recommendations
- e) Budgeting and Funding Priorities and Recommendations
- B. Final Comprehensive Master Plan Report
- C. Presentation to Long Range Planning Committee and District Board

5. Presentations and meetings

- Attend a minimum of four (4) meetings with staff to review and discuss project administration, draft recommendations, and priorities.
- Attend a minimum of three (3) community meetings to discuss community needs and parks design preferences and receive public input.
- Prepare and present a PowerPoint presentation to: Long Range Planning Committee and District Board of Directors for final Plan approval.

Submission Requirements

Interested proposers must submit five (5) copies, plus one electronic version (PDF 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. Electronic copies should be sent to jpuckett@pvrpd.org. Proposals shall not exceed 25 pages including any attachments (staff resumes do not count toward the page limit). Font size shall be no less than 11 pt. 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 transmittal letter, signed by an official authorized to commit the firm 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 firm’s primary contact person for the proposal. Firm advertising, brochures, and other promotional material should not be included.

2. Description and Qualifications of the Firm

- a. A description of the firm’s organizational structure, the jurisdiction in which the firm is organized and date of such organization. In addition, provide a description of the firm’s qualifications and experience.

The District desires a team who ideally brings the following experience:

- 1. Describe the firm’s methods for collaborating with your teams, stakeholders, community, and District staff.
- 2. Past work on similar projects incorporating any of the following themes of sustainability, inclusion, equity, environmental stewardship, fire safety, preservation, and cultural character.
- 3. Past design of public use facilities to include accessibility improvements in parks or public spaces.
- 4. Discuss any innovative or creative approaches the firm has used to address challenges in previous projects.
- 5. Past design for projects of similar size, scope, or complexity to this Project. Provide your firm’s strategies for engaging the public in park-related projects.

3. Staffing

- a. Provide an organizational chart identifying: 1) the project manager for the work; 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(s) and key persons, including a summary of experience on similar projects to those described in this proposal. Resumes should be included for all key individuals as an appendix to the submittal.
 - i. The District must approve changes to key personnel committed to work on the project subsequent to award of contract.

4. References

- a. A list of no more than three (3) references for the proposer and no more than three (3) references for any subconsultants, if proposed, including the names, addresses and telephone numbers of recent clients, preferably other public agencies and a listing of the specific projects and key individuals that have participated in them. Include the dollar amount related to participation. Identify how much experience the firm and sub consultant, if needed, has had with public agencies.
- b. A maximum of four (4) examples of past work completed within the last five (5) years that represent the type of work requested in this RFP. Examples can be representative of projects with References or from separate completed projects. Please provide the following information for each project, along with project images and narratives, using the checklist below and organizing the information in the same sequence:
 - i. Project name, location, and current status
 - ii. Population of community
 - iii. Project description (including a description of professional services provided)
 - iv. Project owner (reference's current: name, address, telephone number, and email)
 - v. Project duration
 - vi. Cost of Master Planning effort
 - vii. Individual responsible for day-to-day contact with the client.
 - viii. Key team members including sub-consultants responsible for the work and the firm they were employed with at the time of the project work. If the firm has multiple offices, indicate which office managed the similar project.

5. Scope of Work

- a. A clear and concise statement of the proposer's understanding of the nature and extent of the services required.
- b. Approach to the project, highlighting the methodology and process to be used, components and expected deliverables.
- c. The proposed project timeline to include a schedule that shows how tasks fit within the project timeline and related to appropriate milestones and project deliverables..

6. Project Budget & Other Financial Information

- a. The proposer shall provide 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. A firm must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or

- investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.
- ii. If there is no negative history to disclose, the firm must affirmatively state in its proposal that there is no negative history to report.
 - iii. A detailed Scope of Work, including an itemization of all services to be provided and their individual costs. This should include estimated staffing, hours, costs, and a description of each major task and subtask, including public meetings.
 - iv. A schedule of hourly rates to be charged for extra work if required during the course of the contract as well as other cost factors which would be needed to price extra work.
 - v. A total not-to-exceed price for the project.
 - vi. A disclosure of all personal, professional, or financial relationships with any officer and/or employee of the District.

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 & Process to include High Public Engagement	25
Project Components, Timeline, and Deliverables	15
Demonstrated Expertise in Performing Similar Work	20
Qualifications and Experience of Key Staff	20
References & Past Project Samples	15
Proposed Project Cost	15
Total Points Available Per Proposal	110

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 your firm is invited to give a presentation to the committee, notice will be given with a set date.

Firm Selection & Notification

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

The successful Consultant to whom work is awarded shall, within 30 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. The 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. Consultants with significant concerns about the sample agreement should not submit on this RFP.

The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and refine their fee (to be broken down by tasks). 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	Thursday, January 4, 2024
Questions/Clarifications Due	Friday, January 19, 2024
Answers Provided by	Friday, January 26, 2024
Deadline for Proposals	Monday, February 5, 2024
Evaluation of Proposals	February 6-9, 2024
Announce Decision	Wednesday, March 6, 2024
Contract Negotiations	March 2024
Desired Project Close Out	<i>(no later than)</i> May 31, 2025

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

Questions

Upon release of this RFP, all Consultant communications concerning the RFP should be directed to Jessica A. Puckett, CPRE, Administrative Analyst 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. Consultants should rely only on written statements by Ms. Puckett.

Name: Jessica A. Puckett, CPRE, Administrative Analyst

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

Email: jpuckett@pvrpd.org

Submittal Instructions

Proposals must be received no later than 2:00 p.m. PDT on Monday, February 5, 2024.

Proposals shall be mailed to:

Pleasant Valley Recreation & Park District

Attn: Jessica A. Puckett, CPRE

1605 E. Burnley Street
Camarillo, CA 93010

The proposals shall be in a sealed envelope or box and clearly labeled with the Consultant's name, address, and "Comprehensive Master Plan RFP."

Attachment 1: Sample Professional Services Agreement

**PLEASANT VALLEY RECREATION & PARK DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into on this _____th day of _____ 20____ between the **PLEASANT VALLEY RECREATION AND PARK DISTRICT**, a public agency ("District"), and **INSERT NAME OF ENTITY**, a California Corporation ("Consultant").

RECITALS

WHEREAS, the District desires to contract with Consultant for certain services necessary for **[DESCRIBE SERVICES BEING PROVIDED BY CONSULTANT]** located at **[INSERT DISTRICT PROPERTY NAME AND ADDRESS]**.

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

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

1. Scope of Services

Consultant 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 Consultant shall be performed in a diligent and professional manner.

Consultant 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 _____ professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Consultant's Proposal, this Agreement, or any reports or documents prepared in connection with this Agreement.

Consultant agrees to undertake the discrete tasks outlined in Exhibit "B" only upon consultation with and authorization from the District's General Manager and _____. Agreement for _____ Services between Pleasant Valley Recreation and Park District and Consultant, Inc.

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 12, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than **[INSERT DATE RANGE OR REQUIRED COMPLETION DATE]**. Consultant shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

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

4. Independent Consultant Relationship

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent Consultant. Consultant is solely responsible for selecting the means, methods, and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement. Neither the District nor any of its employees shall have any control over the manner or means

by which Consultant or its staff perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent Consultant of District and shall remain under only such obligations as are consistent with that role.

Consultant represents and warrants that the personnel used to provide services to the District pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Consultant. In the event that Consultant or any staff of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent Consultant for the District, then Consultant shall indemnify, defend, and hold harmless the District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the District as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the District.

5. Compliance with Laws

Consultant 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 Consultant's work, including but not limited to those relating to copyright, trademark, or other intellectual property matters.

6. Environmental Laws.

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

7. Licenses, Permits, Fees and Assessments.

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

8. Acknowledgement of Relationship

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

9. Payment to Consultant

District shall pay Consultant upon completion of the work within thirty (30) days after receipt of Consultant's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

Total Project Cost Not to Exceed: [\$ 00,000.00]

or

[INSERT WRITTEN AMOUNT]

10. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work. The District's Project Manager shall be _____, _____ [job title].

11. Ownership of Documentation

All maps, data, reports, and other documentation (other than Consultant's drafts, notes, and internal memoranda), including duplication of same prepared by Consultant in the performance of these services, shall become the property of the District and shall be retained by the Consultant 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

Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the District's General Manager. In the event this Agreement is terminated, all data, specifications, documents, and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant. Consultant 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 District's General Manager 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.

13. Insurance

Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance in Exhibit "A" – Liability Insurance Requirements.

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 \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.

Automotive Liability: A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

Workers' Compensation Liability: 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.

Professional Liability: Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's Manager. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny Consultant access to the Property. Consultant agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the

payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. All of the above policies of insurance shall be primary insurance. The general liability policy shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. Failure on the part of Consultant, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement. 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 self-insurance pool.

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 Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

14. Indemnification

a. Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

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

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

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

15. 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.

16. Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District.

17. Examination of Records

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

18. 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 Consultant: INSERT CONSULTANT NAME
Attn: CONSULTANT DESIGNATED CONTACT
STREET ADDRESS
CITY, STATE, ZIP

To District: Pleasant Valley Recreation and Park District
Attn: INSERT DISTRICT CONTACT
1605 Burnley St.
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.

19. No Waiver

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

20. 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.

21. Incorporation of Recitals

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

22. 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.

23. Additional Provisions

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

24. 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.

25. Conflict of Interest.

Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations.

26. 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.

27. 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.

[Signatures on following page]

DRAFT

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

CONSULTANT:
[INSERT CONSULTANT NAME]

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

DRAFT

EXHIBIT "A"
LIABILITY INSURANCE REQUIREMENTS

Pleasant Valley Recreation and Park District (PVRPD) requires evidence of insurance coverage documents, for the duration of any agreement term, a minimum of thirty (30) days prior to an agreement effective date or event, if specified. The following is required for all Certificates of Insurance and Additional Insured Endorsements.

Certificate of Insurance (COI) – Coverage shall be primary and non-contributory and at least as broad as and include or state the following:

- ❖ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, **\$4,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ❖ **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- ❖ **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Waiver of Subrogation Endorsement required.
- ❖ **Professional Liability (Errors and Omissions):** *When applicable* – Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- ❖ **Liquor Liability:** *When applicable* - If Renter will be supplying alcoholic beverages, the CGL insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.
- ❖ **Sexual Abuse and Molestation (SAM):** *When applicable* - If the CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation and the work will include contact with minors, Contractor shall obtain and maintain a SAM policy covering with a limit no less than **\$1,000,000** per occurrence or claim.
- ❖ **Insured:** Must match entity named within the agreement.
- ❖ **Insurer's Affording Coverage:** Must have 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.
- ❖ **Policy Effective/Expiration Date:** Must cover dates of service or event.
- ❖ **Description of Operations:** Must read "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as an Additional Insured." Include address, date, and name/type of event or description of project.
- ❖ **Certificate Holder:** Must read "Pleasant Valley Recreation and Park District 1605 Burnley Street, Camarillo, CA 93010" (*No abbreviations accepted*)

Additional Insured Endorsements (AIE) – Endorsement must include or state the following:

- ❖ **Policy Number:** Must match policy numbers on COI.
- ❖ **Additional Insured – Designated Person or Organization:** Must state "This endorsement changes the policy."
- ❖ **Schedule – Name Of Additional Insured Person(s) or Organization(s):** Must read ""Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees."
- ❖ **Primary and Noncontributory** – Endorsement must be provided.

Notice of Cancellation – A cancellation clause shall state the following:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named."

PVRPD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Coverage limits listed above are to be considered minimum coverage, PVRPD reserves the right to require higher limits and additional coverages at its discretion. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, PVRPD requires and shall be entitled to the broader coverage and/or 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 PVRPD.

EXHIBIT "B"
SCOPE OF WORK

Consultant will furnish all labor and materials necessary to complete work as identified [**INSERT DESCRIPTION OF SERVICES OR CONSULTANT PROPOSAL**].

DRAFT

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

TO: BOARD OF DIRECTORS

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

DATE: January 3, 2024

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 756 ADOPTING UPDATED DRUG AND ALCOHOL
ABUSE/SUBSTANCE ABUSE IN THE WORKPLACE
SECTIONS OF THE PERSONNEL POLICY MANUAL
AND MEMORANDUM OF UNDERSTANDING
BETWEEN THE PLEASANT VALLEY RECREATION
AND PARK DISTRICT AND SEIU TO COMPLY WITH
ASSEMBLY BILL 2188**

BACKGROUND

As many states have legalized medical and recreational cannabis use, state employment laws relating to marijuana use have also evolved. On September 18, 2022, Governor Newsom signed into law AB 2188, a workplace anti-discrimination statute that amends the Fair Employment and Housing Act (“FEHA”). AB 2188 amends the California Fair Employment and Housing Act (FEHA) to generally prohibit an employer from discriminating against an employee or applicant because of the employee’s or applicant’s cannabis use off the job and away from work. AB 2188 applies to an employer with five (5) or more persons but does not apply to nonprofit religious associations and nonprofit religious corporations and becomes operative on January 1, 2024.

AB 2188 makes it unlawful for a covered employer to discriminate against a person in hiring, termination, or any term or condition of employment, or otherwise penalizing a person, if the discrimination is based upon any of the following:

- The person’s use of cannabis off the job and away from the workplace; or
- An employer-required drug-screening test has found the person to have non-psychoactive cannabis metabolites in their hair, blood, urine, or other bodily fluids.

AB 2188 does not permit an employee to possess, be impaired by, or use cannabis on the job. As such, it appears covered employers may continue to enforce any policies they may have prohibiting employees from possessing, being impaired by, or using cannabis while working. Presumably, if an employee smokes or consumes cannabis outside of work, and arrives to work impaired, that conduct would not be protected by AB 2188.

AB 2188 also does not affect the rights or obligations of an employer to maintain a drug-and alcohol-free workplace under California Health and Safety Code Section 11362.45, or by federal law or regulation.

AB 2188 does not preempt state or federal laws and regulations requiring applicants or employees to be tested for controlled substances as a condition of employment, for the employer to receive federal funding or federal licensing-related benefits, or to be able to enter into a federal contract.

AB 2188 also expressly allows employers to make employment-related decisions based on tests that apply to current impairment, in particular scientifically valid pre-employment drug screening conducted through methods that do not screen for non-psychoactive cannabis metabolites, such as those that test for tetrahydrocannabinol (THC).

ANALYSIS

District staff collaborated with legal counsel to align the District's current drug policy with the modifications introduced in AB 2188. Upon scrutinizing both the District's Personnel Policy Manual and the Memorandum of Understanding between the Pleasant Valley Recreation and Park District and Service Employees International Union Local 721, it was determined that these documents do not conform to current guidelines and recommendations.

The District's and Union's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA) regarding certain modifications to the PVRPD-SEIU MOU 2021-24.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

It is recommended the Board approve the attached Drug & Alcohol/Substance Abuse in the Workplace Policy.

ATTACHMENTS

- 1) Personnel Policy Manual Section L: Drug & Alcohol Policy (Redline) (7 pages)
- 2) Personnel Policy Manual Section L:-Drug & Alcohol Policy (Clean) (4 pages)
- 3) Memorandum of Understanding between Pleasant Valley Recreation and Park District and Service Employees International Union Local 721 – July 1, 2021 – June 30, 2024, Article 35 (Redline) (17 pages)
- 4) Memorandum of Understanding between Pleasant Valley Recreation and Park District and Service Employees International Union Local 721 – July 1, 2021 – June 30, 2024, Article 35 (Clean) (4 pages)
- 5) Resolution No. 756 to Adopt the Replacement of the Substance Abuse/Drug Policy in the 2022 Personnel Policy Manual and the Memorandum of Understanding between the Pleasant Valley Recreation & Park District and the Service Employees International Union, Local 721 (11 pages)

L. Drug and Alcohol Abuse Policy

It is the intention of this policy to help eliminate substance abuse and its effects in the workplace. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective. ~~While the District has no intention of intruding into the private lives of its employees, unless it is for legitimate District reasons, i~~ nvolvement with drugs and alcohol, whether on or off the job, can take its toll on job performance and employee safety. Employees must be able in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. ~~The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.~~

~~Furthermore, t~~ The use of prescription drugs and/or over-the-counter drugs also may affect an employee's ability safely and effectively to perform their job performance and may seriously impair them. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. ~~This includes drugs which are known or advertised as possibly affecting judgment, coordination or other senses, including those which may cause drowsiness or dizziness, and including both prescription and non-prescription drugs and medications.~~ The employee's Supervisor, in conjunction with the Administrative Services Department, will then engage in the interactive process with the employee to determine whether they will be allowed to remain at work, and whether any work accommodations may be restrictions are appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. [NOTE: Can we include here the contact information for the EAP?] ~~While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.~~

Certain S ~~supervisors and managers are may be~~ trained [NOTE: I advise that all supervisors receive this training.] to recognize symptoms of impairment abusers and become involved in this control process.

Alcohol or drug abuse is will not be tolerated, and disciplinary action, up to and including termination, will be imposed used as necessary and appropriate to achieve a safe and productive workplace this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees in this regard. ~~To that end, t~~ The District's goal is will act to eliminate any substance abuse, or any other conduct or factor, (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All persons covered by this policy [NOTE: Employment policies should cover only employees. If we have others (e.g.,

consultants, volunteers, etc.) that we wish to inform about the District's drug and alcohol free workplace, that should be in a separate document provided to those individuals.] Employees should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to the employees of the District, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the District.

1. Policy [NOTE: As this entire section beginning with "I" is the "policy," consider renaming this section to, e.g., "prohibition of drugs and alcohol."]

It is District policy that employees shall not be under the influence of, or use, or in possession of, alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty. [NOTE: Consider including specific exceptions for, e.g., one employee giving a co-worker an aspirin, or District-sponsored events at which alcohol may be served. Let's discuss whether it would be useful to add this language.]

While use of validly prescribed medications and drugs in conformance with prescribed directions ~~may~~ does not necessarily violate this policy ~~per se~~, failure by an employees ~~must to~~ notify ~~their/his/her~~ Supervisor, before beginning work, when ~~they are~~ taking medications or drugs which could ~~foreseeably possibly~~ interfere with the safe and effective performance of duties, or the operation of District equipment, ~~can result in discipline up to and including termination~~. In the event there is a question regarding an employee's ability ~~to~~ safely and effectively ~~to~~ perform assigned duties while using such medications or drugs, medical clearance ~~from a qualified physician~~ may be required.

[NOTE: The concept of workplace searches is broader than just the alcohol/drug context, and so should be in a separate, stand-alone policy.] The District reserves the right to search its premises and property, including its parking lots, and to search any personal property brought onto District premises. ~~without employee consent, all areas and property in which the District maintains control or joint control with the employee. "Right to search, when utilized, shall be preceded with notice to the employee of his/her right to representation and to be present during the search unless it is an emergency, or the District deems it is not practical to have the employee present."~~ Otherwise, the District may notify appropriate law enforcement agencies that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. [NOTE: Where does the quoted language come from? If this is an MOU provision, the District would, of course, be bound by it. Otherwise, I am not aware of any legal obligation for an employer to provide advance notice, and right to representation, in connection with a search of its premises.]

Employees are expected ~~Refusal~~ to ~~immediately~~ submit to an alcohol and/or drug ~~test~~ analysis when requested by District management ~~or law enforcement personnel, or refusal to~~

~~submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and be grounds for discipline up to and including termination.~~

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be ~~detained for a reasonable time until he or she can be~~ safely transported from the work site.

~~The District is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law. [NOTE: I expect the Manual is already includes a broader statement about the District's commitment to providing reasonable accommodation generally.]~~

The District has ~~[contracted with? or makes available to employees?]~~ established an Employee Assistance Program (EAP) to assist those employees who ~~voluntarily~~ seek help for alcohol or drug problems. Employees should contact their Supervisors or ~~the~~ Administrative Services Department for additional information.

2. Application [NOTE: Consider renaming this section to "definitions."]

~~This policy applies to all employees and unpaid persons whose actions can serve to place themselves or employees at risk, cause poor employee morale, or damage the District's reputation. This policy applies to alcohol and drugs, including all substances, drugs, or medication, whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job. [NOTE: See Related Note above re: who is covered by this policy.]~~

For purposes of this ~~Section~~Policy, the following definitions shall apply:

“Abuse of any legal drug” means the use of any legal drug, including prescription drugs, (a) ~~in a manner for any purpose~~ other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

“Controlled substance” or “~~D~~drugs” denotes any substance which could potentially impair the employee’s ability to effectively and safely perform the functions of ~~their~~his/her duties, including, but not limited to ~~the following including derivatives of:~~ alcohol, ~~coca~~ leaves, ~~[?]~~ cocaine, marijuana, opioids (opium and opiates or any hallucinogenic), “Speed” including amphetamines, methamphetamine, lysergic acid (L.S.D.), PCP, quaaludes, certain prescription drugs and medications, etc. ~~As outlined below, certain prescription drugs and medications shall also be classified as controlled substances.~~

~~A complete listing of controlled substances may be found in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined at 21 CFR 1300.11 through 1300.15. A copy of Schedules I through V of Section 202 of the Controlled Substances Act shall be kept on file with the District and will be available for inspection by an employee on request.~~

~~“Conviction” is a finding of guilt (including a plea of no contest), an imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.~~

3. Employee Responsibilities

An employee must:

1. not report to work or be subject to duty while ~~their/his/her~~ ability to perform job duties safely and effectively is impaired for any reason, including due to on- or off-duty alcohol or drug use; not possess or use alcohol or impairing drugs, ~~including illegal drugs and prescription drugs without a prescription~~, during working hours or while on standby duty, ~~on breaks, during meal periods~~ or at any time while on District property;
2. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty, ~~unless attending a District sponsored event where alcohol may be served~~ [NOTE: Assuming it is unlikely the District would hold an event serving alcohol during working time, I recommend deleting the above language.];
3. submit immediately to an alcohol and drug test when requested by a District representative supervisor or manager, and approved by the General Manager or ~~his/her~~ designated representative; and
4. ~~notify their/his/her~~ Supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment, ~~and~~
- 5.4. ~~provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.~~

4. Management Responsibilities and Guidelines

Managers and Supervisors (for this section, collectively referred to as “Supervisor”) are responsible for reasonable enforcement of this policy.

~~Managers and~~ Supervisors may request that an employee submit to a drug and/or alcohol test when a ~~manager or~~ Supervisor has a reasonable suspicion that an employee is intoxicated or otherwise under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent and trained Supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired ~~or so that the employee's ability to perform his/her job safety is reduced~~. "Reasonable suspicion" ~~shall generally not be deemed to exist if other objective explanations exist~~.

For example, any of the following, alone or in combination, may support a determination of constitute reasonable suspicion ~~(when such behavior is unusual for an individual):~~

- Slurred speech;
- Alcoholic odor on breath;
- Unsteady walking and movement;
- ~~An accident involving District property, where it appears the employee's conduct is at fault, when other objective evidence exists;~~
- Physical or verbal altercation;
- Violent, threatening, or erratic~~Unusual~~ behavior;
- ~~Verbal altercation;~~
- Possession of alcohol or drugs;

Any ~~Manager or~~ Supervisor requesting an employee to submit to a reasonable suspicion drug and/or alcohol test should document in writing [to whom? when? (before sending for the test or afterwards?)] the facts constituting reasonable suspicion that the employee in question is ~~intoxicated or~~ under the influence of drugs or alcohol. Any reasonable suspicion determination should be made in consultation with HR.

~~Any Manager or Supervisor encountering~~If an employee ~~who~~ refuses an order to submit to a reasonable suspicion drug and/or alcohol test, the Supervisor~~analysis upon request~~ shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the ~~manager or~~ Supervisor should arrange for the employee to be safely transported to the testing facility~~home~~.

~~Managers and Supervisors shall not physically search the employee, nor shall they search the personal possession of an employee without the freely given written consent of, and in the presence of, the employee.~~[NOTE: This conflicts with the prior language about searches, and in any event, belongs in a stand-alone search policy.]

~~Managers and Supervisors shall notify their Department Manager or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. If the Department Manager or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Manager shall notify the appropriate law enforcement agency.~~[NOTE: Let's discuss. I would assume this is rarely, if ever, an issue. If it does arise, it should be handled on a case-by-case basis in consultation with the Department Manager and HR.]

5. Testing Physical Examination and Procedure

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely to perform the functions of their/his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids, but not for non-psychoactive cannabis metabolites.

~~If drug/alcohol testing is proposed, the employee who is to be tested shall have the right to determine whether the test is by blood sample or by urinalysis. [NOTE: Given the new California law, urine testing is basically useless. In any event, the testing facility, and not the employee, should determine the manner of testing in compliance with the law.] Testing requested by the District, other than by breathalyzer performed by law enforcement for reasonable cause, shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA). Analysis is performed, using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result. The split sample and/or original sample shall be available for parallel testing by a different licensed laboratory at the District's expense. Test results and samples shall be retained for at least one (1) year. Any irregularity in the chain of custody of a sample shall serve to void the test.~~

6. Results of Drug and/or Alcohol Test Analysis

A positive result from a drug and/or alcohol ~~analysis-test~~ may result in disciplinary action, up to and including termination. ~~"Positive results" shall be defined, for alcohol, as having a blood alcohol level above that limit as established under California law for the operation of a motor vehicle.~~

~~If the drug screen is positive, the employee must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. [NOTE: Any such information would be provided to the Medical Review Officer, and not the employer.] If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her Supervisor, the employee will be subject to disciplinary action up to and including termination.~~

~~If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts. [NOTE: No – the MRO does this investigation.]~~

~~[NOTE: What is this "Report"? Let's discuss.] The Alcohol/Drug Abuse Report shall not be considered valid until signed by a trained Supervisor/Manager and the General Manager or his designee. Any such report shall be removed from the file unless confirmation is made that the violation took place.~~

7. Confidentiality

~~Suspicion of, participation in EAP laboratory reports and test results shall not appear in an employee's general personnel folder. Confidential medical information related to this policy, including reports and test results, of this nature will be is maintained-contained in a separate confidential medical fileolder that will be securely kept under the control of the Administrative Services Department. Any such information is The reports or test results may be disclosed only to District management on a strictly need-to-know basis, or otherwise in accordance with law and to the tested employee upon request. [NOTE: Employees are not entitled to review the confidential medical file.]~~

~~Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.~~

~~Disclosure of any information garnered through the administration of this policy is a violation of this policy and may cause discipline up to and including termination of the person or persons making the disclosure.~~

L. Drug and Alcohol Policy

It is the intention of this policy to help eliminate substance abuse and its effects in the workplace. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective. Involvement with drugs and alcohol, whether on or off the job, can take its toll on job performance and employee safety. Employees must be able to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

The use of prescription drugs and/or over-the-counter drugs also may affect an employee's ability safely and effectively to perform their job. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. The employee's Supervisor, in conjunction with the Administrative Services Department, will then engage in the interactive process with the employee to determine whether any work accommodations may be appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to seek confidential assistance from the Employee Assistance Program. The District offers an EAP program through their supplemental insurance program, and also through CAPRI, please see Human Resources for current contact information.

Supervisors and managers are trained to recognize symptoms of impairment.

Alcohol or drug abuse is not tolerated, and disciplinary action, up to and including termination, will be imposed as necessary and appropriate to achieve a safe and productive workplace.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees in this regard. The District's goal is to eliminate substance abuse, or any other conduct or factor, which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. Employees should be aware that violations of the policy may result in discipline, up to and including termination.

1. Prohibition of Drugs and Alcohol

It is District policy that employees shall not be under the influence of, or use, or possess, alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty. Exceptions can and will be made for over the counter medication such as aspirin, ibuprofen, and/or antacid, exceptions may also be made for alcohol sold at District sponsored events.

While use of validly prescribed medications and drugs in conformance with prescribed directions may not necessarily violate this policy, employees must notify their Supervisor, before beginning work, when they are taking medications or drugs which could possibly interfere

with the safe and effective performance of duties, or the operation of District equipment. In the event there is a question regarding an employee's ability safely and effectively to perform assigned duties while using such medications or drugs, medical clearance may be required.

The District reserves the right to search its premises and property, including its parking lots, and to search any personal property brought onto District premises.

Employees are expected to submit to an alcohol and/or drug test when requested by District management.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be safely transported from the work site.

2. Definitions

For purposes of this Policy, the following definitions shall apply:

“Abuse of any legal drug” means the use of any legal drug, including prescription drugs, (a) in a manner other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

“Controlled substance” or “drugs” denotes any substance which could potentially impair the employee’s ability to effectively and safely perform the functions of their duties, including, but not limited to: alcohol, cocaine, marijuana, opioids (opium and opiates or any hallucinogenic), “Speed” including amphetamines, methamphetamine, lysergic acid (L.S.D.), PCP, quaaludes, certain prescription drugs and medications, etc.

3. Employee Responsibilities

An employee must:

1. not report to work or be subject to duty while their ability to perform job duties safely and effectively is impaired for any reason, including due to on- or off-duty alcohol or drug use; not possess or use alcohol or impairing drugs during working hours or while on standby duty, or at any time while on District property;
2. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;
3. submit immediately to an alcohol and drug test when requested by a District supervisor or manager, and approved by the General Manager or designated representative; and
4. notify their Supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know

may interfere with the safe and effective performance of duties or operation of District equipment.

4. Management Responsibilities and Guidelines

Managers and Supervisors (for this section, collectively referred to as “Supervisor”) are responsible for reasonable enforcement of this policy.

Supervisors may request that an employee submit to a drug and/or alcohol test when a Supervisor has a reasonable suspicion that an employee is intoxicated or otherwise under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent and trained Supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired.

For example, any of the following, alone or in combination, may support a determination of reasonable suspicion:

- Slurred speech;
- Alcoholic odor on breath;
- Unsteady walking and movement;
- Physical or verbal altercation;
- Violent, threatening, or erratic behavior;
- Possession of alcohol or drugs;

Any Supervisor requesting an employee to submit to a reasonable suspicion drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of drugs or alcohol. Any reasonable suspicion determination should be made in consultation with HR.

5. Testing Procedure

The drug and/or alcohol test may test for any substance which could impair an employee's ability effectively and safely to perform the functions of their job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids, but not for non-psychoactive cannabis metabolites.

Testing requested by the District shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA). Analysis is performed using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result.

6. Results of Drug and/or Alcohol Test

A positive result from a drug and/or alcohol test may result in disciplinary action, up to and including termination.

7. Confidentiality

Confidential medical information related to this policy, including reports and test results, is maintained in a separate confidential medical file that will be securely kept under the control of the Administrative Services Department. Any such information is disclosed only to District management on a need-to-know basis, or otherwise in accordance with law.

ARTICLE 35— SUBSTANCE ABUSE IN THE WORKPLACE

It is the intention of this policy to help eliminate substance abuse and its effects in the workplace. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective. Involvement with drugs and alcohol, whether on or off the job, can take its toll on job performance and employee safety. Employees must be able to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

The use of prescription drugs and/or over-the-counter drugs also may affect an employee's ability safely and effectively to perform their job. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. . The employee's Supervisor, in conjunction with the Administrative Services Department, will then engage in the interactive process with the employee to determine whether any work accommodations may be appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to seek confidential assistance from the Employee Assistance Program. The District offers an EAP program through their supplemental insurance program, and also through CAPRI, please see Human Resources for current contact information.

Supervisors and managers are trained to recognize symptoms of impairment.

Alcohol or drug abuse is not tolerated, and disciplinary action, up to and including termination, will be imposed as necessary and appropriate to achieve a safe and productive workplace.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees in this regard. The District's goal is to eliminate substance abuse, or any other conduct or factor, which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. Employees should be aware that violations of the policy may result in discipline, up to and including termination.

Prohibition of Drugs and Alcohol

It is District policy that employees shall not be under the influence of, or use, or possess, alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty. Exceptions can and will be made for over the counter medication such as aspirin, ibuprofen, and/or antacid, exceptions may also be made for alcohol sold at District sponsored events.

While use of validly prescribed medications and drugs in conformance with prescribed directions may not necessarily violate this policy, employees must notify their Supervisor, before beginning work, when they are taking medications or drugs which could possibly interfere

with the safe and effective performance of duties, or the operation of District equipment. In the event there is a question regarding an employee's ability safely and effectively to perform assigned duties while using such medications or drugs, medical clearance may be required.

The District reserves the right to search its premises and property, including its parking lots, and to search any personal property brought onto District premises

Employees are expected to submit to an alcohol and/or drug test when requested by District management.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be safely transported from the work site.

Definitions

For purposes of this Policy, the following definitions shall apply:

“Abuse of any legal drug” means the use of any legal drug, including prescription drugs, (a) in a manner other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

“Controlled substance” or “drugs” denotes any substance which could potentially impair the employee’s ability to effectively and safely perform the functions of their duties, including, but not limited to: alcohol, cocaine, marijuana, opioids (opium and opiates or any hallucinogenic), “Speed” including amphetamines, methamphetamine, lysergic acid (L.S.D.), PCP, quaaludes, certain prescription drugs and medications, etc.

Employee Responsibilities

An employee must:

1. not report to work or be subject to duty while their ability to perform job duties safely and effectively is impaired for any reason, including due to on- or off-duty alcohol or drug use; not possess or use alcohol or impairing drugs during working hours or while on standby duty, or at any time while on District property;
2. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;
3. submit immediately to an alcohol and drug test when requested by a District supervisor or manager, and approved by the General Manager or designated representative; and
4. notify their Supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment.

Management Responsibilities and Guidelines

Managers and Supervisors (for this section, collectively referred to as "Supervisor") are responsible for reasonable enforcement of this policy.

Supervisors may request that an employee submit to a drug and/or alcohol test when a Supervisor has a reasonable suspicion that an employee is intoxicated or otherwise under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent and trained Supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired.

For example, any of the following, alone or in combination, may support a determination of reasonable suspicion:

- Slurred speech;
- Alcoholic odor on breath;
- Unsteady walking and movement;
- Physical or verbal altercation;
- Violent, threatening, or erratic behavior;
- Possession of alcohol or drugs;

Any Supervisor requesting an employee to submit to a reasonable suspicion drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of drugs or alcohol. Any reasonable suspicion determination should be made in consultation with HR.

Testing Procedure

The drug and/or alcohol test may test for any substance which could impair an employee's ability effectively and safely to perform the functions of their job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids, but not for non-psychoactive cannabis metabolites.

Testing requested by the District shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA). Analysis is performed using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result.

Results of Drug and/or Alcohol Test

A positive result from a drug and/or alcohol test may result in disciplinary action, up to and including termination.

Confidentiality

Confidential medical information related to this policy, including reports and test results, is maintained in a separate confidential medical file that will be securely kept under the control of the Administrative Services Department. Any such information is disclosed only to District management on a need-to-know basis, or otherwise in accordance with law.

~~The District shall provide the Employee Assistance Plan for the term of this MOU.~~

ARTICLE 35 — SUBSTANCE ABUSE IN THE WORKPLACE

The District shall provide the Employee Assistance Plan for the term of this MOU.

It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the District has no intention of intruding into the private lives of its employees, unless it is for legitimate District reasons, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair them. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. This includes drugs which are known or advertised as possible affecting judgment, coordination or other senses, including those which may cause drowsiness or dizziness, and including both prescription and non-prescription drugs and medications. Their Supervisor, in conjunction with the Administrative Services Department, will determine whether they will be allowed to remain at work, and whether any work restrictions are appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. While the District will be supportive of those who seek help voluntarily, the District

will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.

Supervisors may be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees. To that end, the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to the employees of the District, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the District.

POLICY

It is District policy that employees shall not be under the influence, or in possession, of alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty.

While use of validly prescribed medications and drugs does not violate this policy per se, failure by an employee to notify his/her supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties, or the operation of District equipment, can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties

while using such medications or drugs, clearance from a qualified physician may be required.

The District reserves the right to search, without employee consent, all areas and property in which the District maintains control or joint control with the employee. "Right to search, when utilized, shall be preceded with notice to the employee of their right to representation and to be present during the search *unless it is an emergency or the District deems it is not practical to have the employee present.*" Otherwise, the District may notify appropriate law enforcement agencies that an employee may have illegal drugs in their possession or in an area not jointly or fully controlled by the District.

Refusal to immediately submit to an alcohol and/or drug analysis when requested by District management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.

The District is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.

The District has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the Human Resource office for additional information.

APPLICATION

This policy applies to all employees and unpaid persons whose actions can serve to place themselves or employees at risk, cause poor employee morale, or damage the District's reputation. This policy applies to alcohol and drugs, including all

substances, drugs, or medication, whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

EMPLOYEE RESPONSIBILITIES

An employee must:

- not report to work or be subject to duty while their ability to perform job duties is impaired due to on or off duty alcohol or drug use; not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours or while on standby duty, on breaks, during meal periods or at anytime while on District property;
- not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;
- submit immediately to an alcohol and drug test when requested by a District representative, and approved by the General Manager or their designated representative;
- notify their supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment; and
- provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

If drug/alcohol testing is proposed, the employee who is to be tested shall have the right to determine whether the test is by blood sample or by urinalysis. Testing, other than by breathalyzer performed by law enforcement for reasonable cause, shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA), using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if

the employee challenges a positive result. The split sample and/or original sample shall be available for parallel testing by a different licensed laboratory at the District's expense. Test results and samples shall be retained for at least one (1) year. Any irregularity in the chain of custody of a sample shall serve to void the test.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

Managers and Supervisors are responsible for reasonable enforcement of this policy.

- Managers and Supervisors may request that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safety is reduced. "Reasonable suspicion" shall generally not be deemed to exist if other objective explanations exist.

For example, any of the following, alone or in combination, may constitute reasonable suspicion: (when such behavior is unusual for an individual)

- Slurred speech;
- Alcoholic odor on breath;
- Unsteady walking and movement;
- An accident involving District property, where it appears the employee's conduct is at fault, when other objective evidence exists;
- Physical altercation;
- Unusual behavior;
- Verbal altercation;
- Possession of alcohol or drugs;

- Any Manager or Supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.
- Any Manager or Supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should arrange for the employee to be safely transported home.
- Managers and Supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the freely given written consent of, and in the presence of, the employee.
- Managers and Supervisors shall notify their Department Manager or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. If the Department Manager or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Manager shall notify the appropriate law enforcement agency.

PHYSICAL EXAMINATION AND PROCEDURE

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids. Form "A" describes the method in which the initial test will be conducted, how the sample will be processed after the drug and/or alcohol test is completed, and how a confirmatory test after an initial positive result will be performed.

RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. "Positive results" shall be defined, for alcohol, as having a blood-alcohol level above that limit as established under California law for the operation of a motor vehicle.

If the drug screen is positive, the employee must provide within twenty-four (24) hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to and including termination.

If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts. The decision to discipline or terminate will be carried out in conformance with

The Alcohol/Drug Abuse Report shall not be considered valid until signed by a trained supervisor/manager and the General Manager or his designee. Any such report shall be removed from the file unless confirmation is made the violation took place.

CONFIDENTIALITY

Suspicion of, participation in EAP laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of Human Resources. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request.

Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

Disclosure of any information garnered through the administration of this policy is a violation of this policy and may cause discipline up to and including termination of the person or persons making the disclosure.

~~It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the District has no intention of intruding into the private lives of its employees, unless it is for legitimate District reasons, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.~~

~~Furthermore, the use of prescription drugs and/or over the counter drugs also may affect an employee's job performance and may seriously impair them. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. This includes drugs which are known or advertised as possible affecting judgment, coordination or other senses, including those which may cause drowsiness or dizziness, and including both prescription and non-prescription drugs and medications. Their Supervisor, in conjunction with the Administrative Services Department, will determine whether they will be allowed to remain at work, and whether any work restrictions are appropriate.~~

~~Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.~~

~~Supervisors may be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.~~

~~This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees. To that end, the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination.~~

~~In recognition of the public service responsibilities entrusted to the employees of the District, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the District.~~

~~POLICY~~

~~It is District policy that employees shall not be under the influence, or in possession, of alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty.~~

~~While use of validly prescribed medications and drugs does not violate this policy per se, failure by an employee to notify his/her supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties, or the operation of District equipment, can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.~~

~~The District reserves the right to search, without employee consent, all areas and property in which the District maintains control or joint control with the employee. "Right to search, when utilized, shall be preceded with notice to the employee of their right to representation and to be present during the search *unless it is an*~~

~~emergency or the District deems it is not practical to have the employee present.” Otherwise, the District may notify appropriate law enforcement agencies that an employee may have illegal drugs in their possession or in an area not jointly or fully controlled by the District.~~

~~Refusal to immediately submit to an alcohol and/or drug analysis when requested by District management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and be grounds for discipline up to and including termination.~~

~~Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.~~

~~The District is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.~~

~~The District has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the Human Resource office for additional information.~~

~~APPLICATION~~

~~This policy applies to all employees and unpaid persons whose actions can serve to place themselves or employees at risk, cause poor employee morale, or damage the District's reputation. This policy applies to alcohol and drugs, including all substances, drugs, or medication, whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.~~

~~EMPLOYEE RESPONSIBILITIES~~

~~An employee must:~~

- ~~• not report to work or be subject to duty while their ability to perform job duties is impaired due to on or off duty alcohol or drug use; not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours or while on standby duty, on breaks, during meal periods or at anytime while on District property;~~
- ~~• not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;~~
- ~~• submit immediately to an alcohol and drug test when requested by a District representative, and approved by the General Manager or their designated representative;~~
- ~~• notify their supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment; and~~
- ~~• provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.~~

~~If drug/alcohol testing is proposed, the employee who is to be tested shall have the right to determine whether the test is by blood sample or by urinalysis. Testing, other than by breathalyzer performed by law enforcement for reasonable cause, shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA), using gas spectrometer testing and shall, in all cases, include a split sample properly identified, for use by the employee if the employee challenges a positive result. The split sample and/or original sample shall be available for parallel testing by a different licensed laboratory at the District's expense. Test results and samples shall be retained for at least one (1) year. Any irregularity in the chain of custody of a sample shall serve to void the test.~~

~~MANAGEMENT RESPONSIBILITIES AND GUIDELINES~~

~~Managers and Supervisors are responsible for reasonable enforcement of this policy.~~

- ~~• Managers and Supervisors may request that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.~~

~~—"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safety is reduced. "Reasonable suspicion" shall generally not be deemed to exist if other objective explanations exist.~~

~~For example, any of the following, alone or in combination, may constitute reasonable suspicion: (when such behavior is unusual for an individual)~~

- ~~• Slurred speech;~~
- ~~• Alcoholic odor on breath;~~
- ~~• Unsteady walking and movement;~~
- ~~• An accident involving District property, where it appears the employee's conduct is at fault, when other objective evidence exists;~~
- ~~• Physical altercation;~~
- ~~• Unusual behavior;~~
- ~~• Verbal altercation;~~
- ~~• Possession of alcohol or drugs;~~
- ~~• Any Manager or Supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.~~
- ~~• Any Manager or Supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy.~~

~~Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should arrange for the employee to be safely transported home.~~

- ~~• Managers and Supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the freely given written consent of, and in the presence of, the employee.~~
- ~~• Managers and Supervisors shall notify their Department Manager or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. If the Department Manager or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Manager shall notify the appropriate law enforcement agency.~~

~~PHYSICAL EXAMINATION AND PROCEDURE~~

~~The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids. Form "A" describes the method in which the initial test will be conducted, how the sample will be processed after the drug and/or alcohol test is completed, and how a confirmatory test after an initial positive result will be performed.~~

~~RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS~~

~~A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. "Positive results" shall be defined, for alcohol, as having a blood alcohol level above that limit as established under California law for the operation of a motor vehicle.~~

~~If the drug screen is positive, the employee must provide within twenty four (24) hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if~~

~~the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to and including termination.~~

~~If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts. The decision to discipline or terminate will be carried out in conformance with~~

~~The Alcohol/Drug Abuse Report shall not be considered valid until signed by a trained supervisor/manager and the General Manager or his designee. Any such report shall be removed from the file unless confirmation is made the violation took place.~~

~~CONFIDENTIALITY~~

~~Suspicion of, participation in EAP laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of Human Resources. The reports or test results may be disclosed to District management on a strictly need to know basis and to the tested employee upon request.~~

~~Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.~~

~~Disclosure of any information garnered through the administration of this policy is a violation of this policy and may cause discipline up to and including termination of the person or persons making the disclosure.~~

Article 35 – Substance Abuse in the Workplace

It is the intention of this policy to help eliminate substance abuse and its effects in the workplace. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective. Involvement with drugs and alcohol, whether on or off the job, can take its toll on job performance and employee safety. Employees must be able to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

The use of prescription drugs and/or over-the-counter drugs also may affect an employee's ability safely and effectively to perform their job. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. . The employee's Supervisor, in conjunction with the Administrative Services Department, will then engage in the interactive process with the employee to determine whether any work accommodations may be appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to seek confidential assistance from the Employee Assistance Program. The District offers an EAP program through their supplemental insurance program, and also through CAPRI, please see Human Resources for current contact information.

Supervisors and managers are trained to recognize symptoms of impairment.

Alcohol or drug abuse is not tolerated, and disciplinary action, up to and including termination, will be imposed as necessary and appropriate to achieve a safe and productive workplace.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees in this regard. The District's goal is to eliminate substance abuse, or any other conduct or factor, which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. Employees should be aware that violations of the policy may result in discipline, up to and including termination.

1. Prohibition of Drugs and Alcohol

It is District policy that employees shall not be under the influence of, or use, or possess, alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty. Exceptions can and will be made for over the counter medication such as aspirin, ibuprofen, and/or antacid, exceptions may also be made for alcohol sold at District sponsored events.

While use of validly prescribed medications and drugs in conformance with prescribed directions may not necessarily violate this policy, employees must notify their Supervisor, before beginning work, when they are taking medications or drugs which could possibly interfere

with the safe and effective performance of duties, or the operation of District equipment. In the event there is a question regarding an employee's ability safely and effectively to perform assigned duties while using such medications or drugs, medical clearance may be required.

The District reserves the right to search its premises and property, including its parking lots, and to search any personal property brought onto District premises.

Employees are expected to submit to an alcohol and/or drug test when requested by District management.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be safely transported from the work site.

2. Definitions

For purposes of this Policy, the following definitions shall apply:

“Abuse of any legal drug” means the use of any legal drug, including prescription drugs, (a) in a manner other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

“Controlled substance” or “drugs” denotes any substance which could potentially impair the employee’s ability to effectively and safely perform the functions of their duties, including, but not limited to: alcohol, cocaine, marijuana, opioids (opium and opiates or any hallucinogenic), “Speed” including amphetamines, methamphetamine, lysergic acid (L.S.D.), PCP, quaaludes, certain prescription drugs and medications, etc.

3. Employee Responsibilities

An employee must:

1. not report to work or be subject to duty while their ability to perform job duties safely and effectively is impaired for any reason, including due to on- or off-duty alcohol or drug use; not possess or use alcohol or impairing drugs during working hours or while on standby duty, or at any time while on District property;
2. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;
3. submit immediately to an alcohol and drug test when requested by a District supervisor or manager, and approved by the General Manager or designated representative; and
4. notify their Supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know

may interfere with the safe and effective performance of duties or operation of District equipment.

4. Management Responsibilities and Guidelines

Managers and Supervisors (for this section, collectively referred to as “Supervisor”) are responsible for reasonable enforcement of this policy.

Supervisors may request that an employee submit to a drug and/or alcohol test when a Supervisor has a reasonable suspicion that an employee is intoxicated or otherwise under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent and trained Supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired.

For example, any of the following, alone or in combination, may support a determination of reasonable suspicion:

- Slurred speech;
- Alcoholic odor on breath;
- Unsteady walking and movement;
- Physical or verbal altercation;
- Violent, threatening, or erratic behavior;
- Possession of alcohol or drugs;

Any Supervisor requesting an employee to submit to a reasonable suspicion drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of drugs or alcohol. Any reasonable suspicion determination should be made in consultation with HR.

5. Testing Procedure

The drug and/or alcohol test may test for any substance which could impair an employee's ability effectively and safely to perform the functions of their job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids, but not for non-psychoactive cannabis metabolites.

Testing requested by the District shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA). Analysis is performed using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result.

6. Results of Drug and/or Alcohol Test

A positive result from a drug and/or alcohol test may result in disciplinary action, up to and including termination.

7. Confidentiality

Confidential medical information related to this policy, including reports and test results, is maintained in a separate confidential medical file that will be securely kept under the control of the Administrative Services Department. Any such information is disclosed only to District management on a need-to-know basis, or otherwise in accordance with law.

RESOLUTION NO. 756

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA REPLACING THE DRUG AND ALCOHOL ABUSE/SUBSTANCE ABUSE IN THE WORKPLACE SECTIONS IN THE 2022 PERSONNEL POLICY MANUAL AND THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PLEASANT VALLEY RECREATION & PARK DISTRICT AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

WHEREAS, on October 5, 2022, the District Board of Directors approved the Personnel Policy Manual; and

WHEREAS, on February 3, 2022, the District Board of Directors approved the successor Memorandum of Understanding between the Pleasant Valley Recreation & Park District and the Service Employees International Union, Local 721 (“SEIU MOU”); and

WHEREAS, the intent of the Personnel Policy Manual and SEIU MOU is to provide clarification to employees and management of the current personnel procedures; and

WHEREAS, the State of California adopted Assembly Bill 2188 on September 22, 2022, which makes it unlawful for a covered employer to discriminate against a person in hiring, termination, or any term or condition of employment, or otherwise penalizing a person, if the discrimination is based upon the person’s use of cannabis off the job and away from the workplace or an employer-required drug screening test has found the person to have non-psychoactive cannabis metabolites in their hair, blood, urine, or other bodily fluids; and

WHEREAS, District representatives met and conferred in good faith regarding the proposed draft of the Drug and Alcohol Abuse Policy with the representatives of the District’s Service Employee International Union, Local 721 (“SEIU”); and

WHEREAS, District staff recommends that the Board of Directors adopt the proposed draft Drug and Alcohol Abuse Policy to Article 7, Section L. of the Personnel Policy Manual and Article 35 of the SEIU MOU attached hereto as Exhibit A.

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

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

Section 2. The Board of Directors hereby adopts the following Drug and Alcohol /Substance Abuse in the Workplace Policy, attached in full hereto as Exhibit A. The Drug and Alcohol/Substance Abuse in the Workplace Policy attached hereto as Exhibit A shall supersede and replace the previous Section L of the Personnel Policy Manual and Article 35 of the 2021-2024 SEIU MOU and any subsequent amendments.

Section 3. This resolution shall be effective as of the date of its adoption.

PASSED, APPROVED AND ADOPTED this 3rd day of January, 2024.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Mark Malloy, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

ATTEST:

Jordan Roberts, Secretary, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT

EXHIBIT “A”

Pleasant Valley Recreation and Park District

Personnel Policy Manual

L. Drug and Alcohol Policy

It is the intention of this policy to help eliminate substance abuse and its effects in the workplace. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective. Involvement with drugs and alcohol, whether on or off the job, can take its toll on job performance and employee safety. Employees must be able to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

The use of prescription drugs and/or over-the-counter drugs also may affect an employee's ability safely and effectively to perform their job. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. The employee's Supervisor, in conjunction with the Administrative Services Department, will then engage in the interactive process with the employee to determine whether any work accommodations may be appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to seek confidential assistance from the Employee Assistance Program. The District offers an EAP program through their supplemental insurance program, and also through CAPRI, please see Human Resources for current contact information.

Supervisors and managers are trained to recognize symptoms of impairment.

Alcohol or drug abuse is not tolerated, and disciplinary action, up to and including termination, will be imposed as necessary and appropriate to achieve a safe and productive workplace.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees in this regard. The District's goal is to eliminate substance abuse, or any other conduct or factor, which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. Employees should be aware that violations of the policy may result in discipline, up to and including termination.

Prohibition of Drugs and Alcohol

It is District policy that employees shall not be under the influence of, or use, or possess, alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty. Exceptions can and will be made for over the counter medication such as aspirin, ibuprofen, and/or antacid, exceptions may also be made for alcohol sold at District sponsored events.

While use of validly prescribed medications and drugs in conformance with prescribed directions may not necessarily violate this policy, employees must notify their Supervisor, before beginning work, when they are taking medications or drugs which could possibly interfere with the safe and effective performance of duties, or the operation of District equipment. In the event there is a question regarding an employee's ability safely and effectively to perform assigned duties while using such medications or drugs, medical clearance may be required.

The District reserves the right to search its premises and property, including its parking lots, and to search any personal property brought onto District premises.

Employees are expected to submit to an alcohol and/or drug test when requested by District management.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be safely transported from the work site.

Definitions

For purposes of this Policy, the following definitions shall apply:

“Abuse of any legal drug” means the use of any legal drug, including prescription drugs, (a) in a manner other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

“Controlled substance” or “drugs” denotes any substance which could potentially impair the employee’s ability to effectively and safely perform the functions of their duties, including, but not limited to: alcohol, cocaine, marijuana, opioids (opium and opiates or any hallucinogenic), “Speed” including amphetamines, methamphetamine, lysergic acid (L.S.D.), PCP, quaaludes, certain prescription drugs and medications, etc.

Employee Responsibilities

An employee must:

1. not report to work or be subject to duty while their ability to perform job duties safely and effectively is impaired for any reason, including due to on- or off-duty alcohol or drug use; not possess or use alcohol or impairing drugs during working hours or while on standby duty, or at any time while on District property;
2. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;

3. submit immediately to an alcohol and drug test when requested by a District supervisor or manager, and approved by the General Manager or designated representative; and
4. notify their Supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment.

Management Responsibilities and Guidelines

Managers and Supervisors (for this section, collectively referred to as "Supervisor") are responsible for reasonable enforcement of this policy.

Supervisors may request that an employee submit to a drug and/or alcohol test when a Supervisor has a reasonable suspicion that an employee is intoxicated or otherwise under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent and trained Supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired.

For example, any of the following, alone or in combination, may support a determination of reasonable suspicion:

- Slurred speech;
- Alcoholic odor on breath;
- Unsteady walking and movement;
- Physical or verbal altercation;
- Violent, threatening, or erratic behavior;
- Possession of alcohol or drugs;

Any Supervisor requesting an employee to submit to a reasonable suspicion drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of drugs or alcohol. Any reasonable suspicion determination should be made in consultation with HR.

Testing Procedure

The drug and/or alcohol test may test for any substance which could impair an employee's ability effectively and safely to perform the functions of their job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its

derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids, but not for non-psychoactive cannabis metabolites.

Testing requested by the District shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA). Analysis is performed using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result.

Results of Drug and/or Alcohol Test

A positive result from a drug and/or alcohol test may result in disciplinary action, up to and including termination.

Confidentiality

Confidential medical information related to this policy, including reports and test results, is maintained in a separate confidential medical file that will be securely kept under the control of the Administrative Services Department. Any such information is disclosed only to District management on a need-to-know basis, or otherwise in accordance with law.

Memorandum of Understanding between Pleasant Valley Recreation and Park District and Service Employees International Union Local 721

Article 35 – Substance Abuse in the Workplace

It is the intention of this policy to help eliminate substance abuse and its effects in the workplace. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective. Involvement with drugs and alcohol, whether on or off the job, can take its toll on job performance and employee safety. Employees must be able to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

The use of prescription drugs and/or over-the-counter drugs also may affect an employee's ability safely and effectively to perform their job. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. The employee's Supervisor, in conjunction with the Administrative Services Department, will then engage in the interactive process with the employee to determine whether any work accommodations may be appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to seek confidential assistance from the Employee Assistance Program. The District offers an EAP program through their supplemental insurance program, and also through CAPRI, please see Human Resources for current contact information.

Supervisors and managers are trained to recognize symptoms of impairment.

Alcohol or drug abuse is not tolerated, and disciplinary action, up to and including termination, will be imposed as necessary and appropriate to achieve a safe and productive workplace.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees in this regard. The District's goal is to eliminate substance abuse, or any other conduct or factor, which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. Employees should be aware that violations of the policy may result in discipline, up to and including termination.

Prohibition of Drugs and Alcohol

It is District policy that employees shall not be under the influence of, or use, or possess, alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty. Exceptions can and will be made for over the counter medication such as aspirin, ibuprofen, and/or antacid, exceptions may also be made for alcohol sold at District sponsored events.

While use of validly prescribed medications and drugs in conformance with prescribed directions may not necessarily violate this policy, employees must notify their Supervisor, before beginning work, when they are taking medications or drugs which could possibly interfere with the safe and effective performance of duties, or the operation of District equipment. In the event there is a question regarding an employee's ability safely and effectively to perform assigned duties while using such medications or drugs, medical clearance may be required.

The District reserves the right to search its premises and property, including its parking lots, and to search any personal property brought onto District premises.

Employees are expected to submit to an alcohol and/or drug test when requested by District management.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be safely transported from the work site.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Jessica A. Puckett, CPRE, Administrative Analyst

DATE: January 3, 2024

**SUBJECT: BOARD MEMBER COMMITTEE ASSIGNMENTS FOR
2024**

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 Multi-Generational Center & Healthy Camarillo
- Pickleball/Tennis

FISCAL IMPACT

There is no fiscal impact with this item.

RECOMMENDATION

The Board Chair will present committee assignments for the calendar year 2024.

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

- A. Chair Malloy
- B. California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Long Range Planning
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager’s Report
- G. Board Members