

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
March 4, 2015**

6:00PM

REGULAR MEETING

NEXT RESOLUTION #539

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.
- 5. PRESENTATIONS**
 - A. Status Update
 - B. Introduce New Recreation Specialist
- 6. PUBLIC COMMENT** - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. **Minutes for Regular Meeting February 4, 2015 and Special Meeting January 29, 2015**

Approval receives and files minutes.
 - B. **Warrants, Accounts Payable & Payroll**

Approval of District's disbursements dated on or before February 19, 2015.
 - C. **Financial Report**

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial report of January 31, 2015.

D. Budget Workshop Dates

Approval to set dates in May for budget workshops.

8. NEW ITEMS-DISCUSSION/ACTION

A. Consideration and Approval to Contract with West Coast Arborists for Tree Maintenance Service at Charter Oak Park

Approval will allow the District to proceed with pruning and removal of selective Eucalyptus trees at Charter Oak Park not to exceed \$20,000.

Suggested Actions: A MOTION to Approve contracting with West Coast Arborists for tree maintenance services at Charter Oak Park.

B. Consideration and Approval of Bid Specifications for Camarillo Grove Park Parking Lot

Staff is requesting the Board approve the bid specifications for paving Camarillo Grove Park parking lot.

Suggested Actions: A MOTION to Approve the bid specifications for Camarillo Grove Park parking lot.

C. Consideration and Approval of Request for Proposal for Community Center Parking Lot

Approval will allow staff to request quotes for repairs, sealing, and striping of parking lot at the Community Center.

Suggested Action: A MOTION to approve the RFP for repairs to the Community Center parking lot.

D. Consideration and Approval of Request for Proposal for Mission Oaks Park Parking Lot

Approval will allow staff to request quotes for repairs, sealing, and striping of parking lot at Mission Oaks Park.

Suggested Action: A MOTION to approve the RFP for repairs to the Mission Oaks Park parking lot.

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

A. Chairperson Magner

B. Ventura County Special District Association/California Special District Association

C. Santa Monica Mountains Conservancy/Joint Land Use Study

D. Standing Committees – Finance, Personnel and Finance

E. General Manager’s Report

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

11. ADJOURNMENT

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

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 24. 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
Minutes of Special Meeting
January 29, 2015**

1. CALL TO ORDER

Call to Order

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 4:00 p.m. by Chairperson Magner.

2. PLEDGE of ALLEGIANCE

Michele Kostenuik led the pledge.

3. ROLL CALL

Roll Call

All present.

Also present: General Manager Mary Otten, Recreation Services Manager Amy Stewart, Acting Park Superintendent Bob Cerasuolo, Acting Administrative Services Manager Leonore Young, Administrative Analyst and Clerk of the Board Michele Kostenuik, Customer Service Representative and Board Recording Secretary Karen Roberts.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. NEW ITEMS-DISCUSSION/ACTION

A. Board Goal Setting Workshop

The Strategic Plan 2013-2018 Elements and Goals were reviewed along with FY 2014-2015 Board Goals from the January 2014 Board Goal Setting Workshop. Current accomplishments include the creation of a farmers market; an updated maintenance contract; capital projects – Camarillo Grove Nature Center, Aquatic Center roof, Veteran’s Field scoreboard installation; sponsorships with Mud Run, Christmas Parade, Journey the Church and senior programs; and the transitioning of the computer hardware/software to a network system. The 2014-2015 Board goals discussed for continuation into 2015-2016 were:

- Hotel tax options
- Reduction of water use in parks
- New special district assessment
- LAFCo review of Somis
- Freedom Park baseball fields – completion and maintenance sustainability
- Senior Center – city assistance and maintenance sustainability
- Grant projects – open space, bike path to Cal State Channel Islands

Other goals discussed were the need to find additional revenue funding to maintain programs, District branding with signage, improving future development planning efforts with the City, bike trails, reserve policy, and Foundation short and long term projects.

7. ORAL COMMUNICATIONS

Chairperson Magner suggested that time and money could be saved by reducing the monthly printed staff reports and cutting back on the monthly purchase of binders for the board packets. Director Malloy suggested that the monthly staff reports could be reduced in size and content and presented in a regular format at the monthly board meetings. Director Mishler also suggested a photo commentary would be a nice approach.

8. ADJOURNMENT

Chairperson Magner adjourned the meeting at 7:18 p.m.

Respectfully submitted,

**Karen Roberts
Recording Secretary**

Approval,

**Elaine Magner
Chairperson**

**Pleasant Valley Recreation and Park District
Minutes of Regular Meeting
February 4, 2015**

1. CALL TO ORDER

Call to Order

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 6:00 p.m. by Chairperson Magner.

2. PLEDGE of ALLEGIANCE

Tim Azbell led the pledge.

3. ROLL CALL

Roll Call

Ayes: Malloy, Kelley, Dixon, Chairperson Magner

Absent: Mishler

ALSO PRESENT: General Manager Mary Otten, Recreation Services Manager Amy Stewart, Acting Park Superintendent Bob Cerasuolo, Administrative Analyst and Clerk of the Board Michele Kostenuik, Acting Administrative Services Manager Leonore Young, Customer Service Representative and Board Secretary Karen Roberts, Recreation Supervisors Lanny Binney and Jane Raab, Park Supervisor Matthew Parker, Recreation Coordinator Christina Alatorre, Recreation Leader Emily Raab, Matt Lorimer, Brenda Lathrop, Brian Benchwick, Tim Azbell, Mike Evans, Bill Robertson, and Cheryl Marks.

4. AMENDMENTS TO THE AGENDA

None.

5. PRESENTATIONS

A. Recreation Coordinator Introduction

Recreation Services Manager Amy Stewart introduced the District's new Recreation Coordinator Christina Alatorre from Monrovia, California. Ms. Alatorre will be in charge of summer camp, contract classes and various special events.

B. American Youth Soccer Organization (AYSO)

Recreation Supervisor Lanny Binney introduced Tim Azbell, the regional commissioner for AYSO Region 68 who highlighted the organization's past year. AYSO is celebrating its 50th anniversary and Camarillo AYSO is celebrating its 40th anniversary this year. Highlights were a banner contest, fundraising, VIP games, scholarships, state cup championships, nationals and section play-offs. Players in attendance from the EXTRA program were recognized.

C. Roadrunners R/C Racing Club

Recreation Supervisor Lanny Binney introduced Mike Evans, the Roadrunners R/C Club's treasurer who showed a video which was originally presented on television's *Modern Marvels* in 2012. The Freedom Park track is the only public facility for hundreds of miles around and use of the off road and paved tracks is free to all during the week. The club recently installed handicapped ramps.

6. PUBLIC COMMENT

Chairperson Wagner accepted one speaker card from Administrative Analyst and Clerk of the Board Michele Kostenuik. Matt Lorimer thanked the District for establishing the Pleasant Valley Recreation and Parks Foundation which he hopes will be able to assist with projects like raising money for the senior center. With a growing population of over 20,000 senior citizens, the city and the community need to join together to help build a new senior center. Mr. Lorimer asked people to take the time to make a difference in the world.

7. CONSENT AGENDA

- A. Minutes for Regular Meeting January 7, 2015
- B. Warrants, Accounts Payable & Payroll thru January 29, 2015
- C. Financial Report
- D. Consideration and Adopt Resolution No. 538 Directing SCI to Develop the FY 2015-2016 Engineer's Report for the Assessment District

Chairperson Wagner called for a motion. A motion was made by Director Malloy and seconded by Director Kelley to approve the Consent Agenda as presented.

**Motion to
Approve
Consent
Agenda**

Voting was as follows:

Ayes: Malloy, Kelley, Dixon, Chairperson Wagner

Noes:

Absent: Mishler

Motion Carried

Carried

8. NEW ITEMS – DISCUSSION/ACTION

- A. Consideration and Approval of District FY 2014-2015 Mid-Year Budget Revisions

Acting Administrative Services Manager Leonore Young presented the mid-year budget adjustments. There was an increase in expenses due mainly to a delay in lower electric rates at Pleasant Valley Fields and also for unforeseen computer hardware and software costs. Ms. Young also reported that additional expenses were due to the recent increase in costs of local calls with Globalinks phone service, higher janitorial services and supplies costs and the additional cost for a consulting firm to prepare the Other Post Employment Benefit report due every three years (GASB 68). Discussion included changing phone services for a savings, a reduction of contract janitorial services costs along with the increase in janitorial services and supplies, and current work with Edison to attain an additional power source and an agricultural rate for the pumps and buildings at PV Fields as reclaimed water comes online.

Chairperson Wagner called for a motion. A motion was made by Director Dixon and seconded by Director Malloy to approve the mid-year budget revisions to the FY 2014-2015 Budget.

Voting was as follows:

Ayes: Dixon, Malloy, Kelley, Chairperson Wagner

Noes:

Absent: Mishler

Motion Carried

**Motion to
Approve
Mid-year
Revisions to
14-15 Budget**

Carried

B. Consideration and Approval of Request for Proposal (RFP) for Tree Maintenance at Charter Oak Park

Park Supervisor Matthew Parker provided an RFP which recommended the “safety pruning” of approximately 76 Eucalyptus trees and the potential removal of up to 14 trees at Charter Oak Park with a budget not to exceed \$20,000. Discussion included the importance of proceeding with decreasing the liability potential along the windrow, the uniqueness of the area, and the monitoring and reevaluation of the trees on a regular basis by staff.

Chairperson Wagner called for a motion. A motion was made by Director Malloy and seconded by Director Dixon to approve the Request for Proposal for tree maintenance at Charter Oak Park.

**Motion to
Approve the
RFP for Tree
Maint. at
Charter Oak**

Voting was as follows:

Ayes: Malloy, Dixon, Kelley, Chairperson Wagner

Noes:

Absent: Mishler

Motion Carried

Carried

C. Discussion and Review of the District’s Ordinance No. 8

Administrative Analyst Michele Kostenuik presented recommended changes to the District’s Ordinance 8 to reflect the needs of the District and the community. Some of the major changes were the addition of definitions for “Green Space”, “Organized Use”, “Oversized Vehicle”, and park types. Other areas addressed were the conducting of business in the parks, overnight camping, personal hygiene usage, the prohibition of electronic and vapor products, the change of facility use classification and fees charged for Friday and Saturday versus weekdays. Discussion included washing cars in the parks, enforcement by authorized District employees, future fee schedule updates, parking fees, not allowing private instruction for personal gain in parks, and the designation of “no oversized vehicles” parking areas. Staff will update the document and bring it back for adoption at a later date.

9. INFORMATIONAL ITEMS

A. Chairperson Wagner – Chairperson Wagner invited the public to Camarillo Grove Park on February 21 to help with the planting of bushes and plants around the Interpretive Center from 8am to 4pm.

- B. Ventura County Special District Association/California Special District Association – Chairperson Magner stated the five Board members along with General Manager Mary Otten attended the February 3 VCSDA meeting at the Las Posas Country Club. Director Mishler will be VCSDA’s new vice president. Ms. Magner invited the Board members to attend CSDA’s Legislative Days in Sacramento on May 20 & 21.
- C. Santa Monica Mountains Conservancy/Joint Land Use Study – No report.
- D. Standing Committees – Finance – Director Malloy stated that property tax revenue in December was 5.4% higher (\$179,000) than originally thought and the first increase in six years. With new housing projects in Camarillo, property tax revenue should increase and the District should be able to look at addressing additional long term maintenance projects.
- E. General Manager’s Report – General Manager Mary Otten reminded the Board that ethics training will be held next week with the City. Reclaimed water at Pleasant Valley Fields is expected to be up and running next week on the west side of the park. Training will be available for staff in the use of the reclaimed water. Ms. Otten congratulated Chairperson Magner for being awarded VCSDA’s Director of the Year at the recent VCSDA meeting. Ms. Otten invited the public to Camarillo Grove Park for the February 21 garden planting and mentioned the following upcoming District events: April 4 - Easter Eggstravaganza, April 18 - Senior Center Rummage Sale, April 25 - Camarillo Grove Park’s Interpretive Nature Center Grand Opening, May 5 - 50+ Expo, May 9 - Mud Run at Mission Oaks Park and May 13 - Farmer’s Market Opening.

10. ORAL COMMUNICATIONS

Director Kelley expressed his concern that there will always be increasing electricity costs and water shortages because California is not building any new power plants or considering the current water needs or distribution. Director Malloy congratulated Chairperson Magner for her hard work, activism and recognition as VCSDA’s Director of the Year.

11. ADJOURNMENT

Chairperson Magner adjourned the meeting at 7:26 pm.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Elaine Magner
Chairperson**

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

TO: BOARD OF DIRECTORS

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

DATE: March 4, 2015

SUBJECT: FINANCE REPORT

RECOMMENDATION

It is recommended that the Board review and approve the Financial Statement for January 31, 2015.

ANALYSIS OF COMPARATIVE FINANCIAL THRU JANUARY 31, 2015

Attached you will find the PVRPD Summary Financial Statement for the period of July 1, 2014 through January 31, 2015 with a year-to-date comparison for the period of July 1, 2013 through January 31, 2014.

REVENUES

Total revenue ending January 31, 2015 has increased by \$2,996,993 over the same period as last year. The increase is primarily due to the District receiving two Quimby Fee payments in the amount of \$615,709 from AMLI and \$2,250,489 from Fairfield Development along with the December tax apportionment increasing by \$116,281 and Facility Rentals increasing \$14,519 over the same time period as last year.

EXPENDITURES

Personnel Expense has decreased \$20,853 in comparison to Personnel Expense for the same time as last year. This is primarily due to staff paying for portions of their own health insurance and retirement.

For the seventh month ending January 31, 2105 total expenditures for Supplies and Services has decreased \$85,093 over the same time period as last year. The decrease is primarily due to a decrease in water of \$54,210 due to the area receiving much needed rain and \$25,149 in legal services.

CAPITAL

Capital has increased by \$199,464 in comparison to fiscal year 2013-2014 due to the Camarillo Grove Interpretive Center Project.

FISCAL IMPACT

The District has completed the seventh month of the fiscal year 2014-2015 budget (58.3%) and continues the fiscal year under the approved budget by 3.14% for Personnel Costs and 6.58% in Service and Supply Expenditures. Managers continue to make a concerted effort to spend under the adopted budget to help build reserves.

RECOMMENDATION

It is recommended that the Board review and approve the Financial Statement for January 31, 2015.

ATTACHMENTS

- 1) District Unaudited Manager Version Financial Statement as of January 31, 2015
(2 pages)

Pleasant Valley Recreation and Park District
PVRPD:SUMMARY(Unaudited) from Great Plains
Year to Date Comparison
Statement of Revenues and Expenditures
For the period July 1, 2014 through January 31, 2015

Account	Current Month January	PREVIOUS Year To Date 2014	CURRENT Year To Date 2015	BUDGET TOTAL Adopted 7/29/2014 Mid-Year 2/4/15	BUDGET REMAINING	% Of Budget Used 68.33%
DISTRICT WIDE REVENUE						
Tax Apportionment	5110 47,665.58	2,963,150.72	3,099,431.22	5,375,300.00	2,275,868.78	57.66%
Supplemental Asses Roll	5240 119.10	126.04	170.14	200.00	29.86	85.07%
Assessment Income	5500 3,539.18	564,306.75	565,653.88	1,008,650.00	442,996.12	56.08%
Dedication Fees	5400 2,250,489.70		2,866,198.70	-	(2,866,198.70)	0.00%
District Wide Revenue	2,301,813.56	3,547,583.51	6,531,453.94	6,384,150.00	(147,303.94)	102.31%
RECREATION AND PARK REVENUE						
Public Fees	5510 63,615.25	334,640.04	327,026.23	727,920.00	400,893.77	44.93%
Certification Income	5512			-	-	100.00%
Public Passes	5520 8,113.99	44,490.08	48,238.96	75,150.00	26,911.04	64.19%
Facility Rentals	5530 25,704.25	125,810.84	140,329.80	304,450.00	164,120.20	46.09%
Veteran's Field Rental	5531 468.00	1,487.75	3,303.25	-	(3,303.25)	0.00%
BMX Track Rental	5532 250.00	1,716.00	1,000.00	-	(1,000.00)	0.00%
RC Track Rental	5533	1,200.00	1,200.00	-	(1,200.00)	0.00%
Roller Hockey Rink Rental	5534 1,200.00	3,750.00	1,200.00	-	(1,200.00)	0.00%
Facility Cleaning Fee	5505			550.00	550.00	0.00%
Park Patrol Citations	5506 254.58	1,176.84	2,237.93	900.00	(1,337.93)	100.00%
Plan Check Fee	5507			100.00	100.00	0.00%
Dividends Pardec Prior Yrs	5460 28,418.00	34,210.00	37,511.00	17,100.00	(20,411.00)	219.36%
Cell Tower Income	5535 4,351.77	58,130.17	53,208.50	93,400.00	40,191.50	56.97%
Indemnity Income	5545	1,000.00		5,000.00	5,000.00	0.00%
Senior Dues	5550 200.00	720.00	859.00	1,500.00	641.00	57.27%
Senior Services Income	5515 50.00	906.31	1,480.00	2,200.00	720.00	67.27%
Activity Guide Income	5555	3,275.00	3,600.00	6,000.00	2,400.00	80.00%
Vending Commissions	5525 55.94	269.30	233.24	800.00	566.76	29.16%
Banner Income	5562			900.00	900.00	0.00%
Donations	5570 273.00	82,646.74	76,988.51	96,400.00	19,411.49	79.86%
Donations for CIP Projects	5571	9,771.71	75,000.00	7,475.00	(67,525.00)	1003.34%
Other Misc Income	5575 4,464.08	23,781.46	27,027.90	37,500.00	10,472.10	72.07%
Over/Under	5580	(157.32)	5.37	900.00	894.63	0.60%
Incentive Income	5585 19.55	15,891.88	1,777.61	17,350.00	15,572.39	10.25%
Reimbursement	5600 11,770.61	56,898.90	11,770.61	75,000.00	63,229.39	15.69%
Other Interest Income	5310 288.42	2,131.87	2,872.05	5,000.00	2,127.95	57.44%
Recreation and Park Revenue	149,497.44	803,747.57	818,869.96	1,475,595.00	658,725.04	55.36%
TOTAL GENERAL FUND REVENUE	2,451,311.00	4,351,331.08	7,348,323.90	7,859,745.00	511,421.10	93.49%
GENERAL FUND EXPENDITURES						
Regular Wages	6100 156,410.99	1,140,080.25	1,198,614.69	2,026,242.00	627,627.31	59.15%
Overtime Wages	6101 98.94	12,124.06	6,168.53	16,950.00	10,781.47	36.39%
Part-Time Wages	6110 38,287.21	379,893.46	350,335.49	666,190.00	315,854.51	52.59%
Retirement	6120 28,728.74	274,060.18	292,161.13	437,365.00	145,203.87	66.80%
Part-Time 457 Pension	6121 135.22	1,122.93	1,467.42	4,100.00	2,612.58	36.28%
Employee Group Insurance	6130 15,774.70	238,759.05	161,661.32	299,800.00	138,138.68	53.92%
Worker's Compensation	6140 9,601.00	55,535.66	87,206.99	93,460.00	26,253.01	71.91%
Unemployment Insurance	6150	677.00	3,764.00	7,500.00	3,736.00	50.19%
Other Post Employee Benefit Exp	6161			219,800.00	219,800.00	0.00%
Personnel Expenditures	249,036.80	2,102,252.59	2,081,399.57	3,771,207.00	1,689,807.43	55.19%
Telephone	6210 2,170.44	8,624.40	10,705.18	18,800.00	8,094.82	56.94%
Internet Services	6220 525.11	5,487.71	3,887.06	7,250.00	3,562.94	50.86%
Pool Supplies	6310 525.04	9,369.57	3,973.19	15,000.00	11,026.81	26.49%
Janitorial Supplies	6320 3,112.66	25,658.54	27,594.64	46,050.00	18,455.36	59.92%
Kitchen Supplies	6330 24.00	674.74	420.75	2,050.00	1,629.25	20.52%
Food Supplies	6340 1,378.57	4,167.66	4,527.65	9,095.00	4,567.35	49.78%
Water Maint. & Service	6350 78.29	638.18	750.11	1,300.00	549.89	57.70%
Laundry/Wash Service	6360	422.95		-	-	#DIV/0!
Janitorial Services	6370	15,772.00		-	-	#DIV/0!
Medical Supplies	6380	125.00	270.18	2,800.00	2,529.82	9.65%
Insurance - Liability	6410 8,177.92	55,335.59	57,245.42	99,800.00	42,354.58	57.48%
Fuel	6510 3,057.83	26,466.36	25,995.91	48,000.00	22,004.09	54.16%
Vehicle Maintenance/Repair	6520 0.07	23,421.74	8,866.02	40,050.00	31,183.98	22.14%
Office Equipment & Repair	6530	2,102.58	(155.63)	5,250.00	5,405.63	-2.96%
Computer Equip -Maint./Repair	6540 95.68	5,100.83	4,003.52	11,650.00	7,646.48	34.36%
Bldg Maintenance/Repair	6610 4,082.03	29,255.90	27,802.24	80,300.00	52,497.76	34.62%
Bldg Eqpt. Maint.Repair	6620 2,812.00	4,359.79	4,457.91	10,800.00	6,342.09	41.28%
Improvements/Maintenance	6630	7,582.03	7,875.00	14,500.00	6,625.00	54.31%

	Account	Current Month January	PREVIOUS	CURRENT	BUDGET	BUDGET	% Of Budget
			Year To Date 2014	Year To Date 2015	TOTAL Adopted 7/29/2014	REMAINING	Used 58.33%
Incidental Costs-Assessment	6709		14,986.14	15,075.02	26,000.00	10,924.98	57.98%
Grounds Maintenance	6710	1,083.85	21,336.60	20,744.31	85,200.00	64,455.69	24.35%
Contracted Landscaping Services	6720		190,625.32	188,791.73	383,400.00	194,608.27	49.24%
Contracted Pest Control	6730		675.00	701.07	2,000.00	1,298.93	0.00%
Rubbish & Refuse	6740	3,070.71	26,804.17	30,919.99	55,100.00	24,180.01	56.12%
Memberships & Dues	6810	70.00	5,474.05	10,988.00	11,870.00	882.00	92.57%
Office Supplies	6910	1,899.04	8,670.16	10,143.03	19,500.00	9,356.97	52.02%
Postage/Freight & Express Mail	6920		10,911.36	11,331.34	24,200.00	12,868.66	46.82%
Advertising	6930	3,044.80	9,215.68	7,637.05	13,440.00	5,802.95	56.82%
Printing Charges	6940	1,089.17	9,293.60	7,614.72	19,050.00	11,435.28	39.97%
Bank & ActiveNet Charges	6950	2,543.16	24,219.80	23,706.95	40,250.00	16,543.05	58.90%
Approp.-Redev./Collection Fees (est)	6960	32,641.67	216,891.97	228,491.67	391,700.00	163,208.33	58.33%
Minor Furniture Fixtures & Equipment	6980		1,352.99	392.64	1,650.00	1,257.36	23.80%
Computer Hardware/Software	6990		1,054.22	25,135.54	26,400.00	1,264.46	95.21%
Fingerprint Fees-HR	7010		320.00	776.00	1,700.00	924.00	45.65%
Fire & Safety Inspection Fees	7020		2,223.85	2,465.30	5,075.00	2,609.70	48.58%
Business Permit & License Fees	7030	506.00	4,291.95	2,678.83	4,450.00	1,771.17	60.20%
State License Fee	7040		97.50	512.50	-	(512.50)	0.00%
Legal Services	7110	1,578.00	34,570.56	9,421.00	75,300.00	65,879.00	12.51%
Typeset & Print Services	7115	432.17	22,709.27	23,316.34	50,700.00	27,383.66	45.99%
Instructor Services/Payment	7120	5,763.84	107,475.48	94,296.06	168,360.00	74,063.94	56.01%
PERS Administrative Fees	7125	105.25	751.72	669.04	1,250.00	580.96	53.52%
Audit Services	7130		635.00	5,800.00	10,700.00	4,900.00	54.21%
Medical & Health Services-HR	7140		500.00	1,020.00	2,400.00	1,380.00	42.50%
Security Services	7150		2,669.92	2,054.47	4,450.00	2,395.53	46.17%
Entertainment Services	7160		1,845.00	700.00	250.00	(450.00)	280.00%
Business-Services	7180	9,402.69	30,178.23	35,304.97	80,400.00	45,095.03	43.91%
Umpire&Referee Services	7190		752.00	870.00	1,900.00	1,030.00	45.79%
Publications & Subscriptions	7210	185.00	862.54	1,136.65	3,175.00	2,038.35	35.80%
Rents & Leases-Equipment	7310	3,915.47	12,775.71	12,021.64	30,145.00	18,123.36	39.88%
Building/Field Leases and Rentals	7320		2,393.00	702.00	13,200.00	12,498.00	5.32%
Aquatic Supplies	7410		1,002.11	583.28	1,900.00	1,316.72	30.70%
Classroom Supplies	7420		4,024.24	2,914.65	6,575.00	3,660.35	44.33%
Bingo Supplies	7430	546.21	4,571.32	3,609.85	7,500.00	3,890.15	48.13%
Sporting Goods	7440	3.75	4,101.58	3,713.31	10,400.00	6,686.69	35.70%
Art & Craft Supplies	7450	299.39	1,997.10	1,846.01	2,015.00	168.99	91.61%
Training Supplies	7460		331.43	741.57	3,300.00	2,558.43	22.47%
Camp Supplies	7470		12.89		600.00	600.00	0.00%
Small Tools	7510	151.72	8,110.80	3,301.06	16,500.00	13,198.94	20.01%
Uniforms	7610		2,221.32	6,227.12	11,115.00	4,887.88	56.02%
Safety Clothing & Supplies	7620	80.24	2,375.36	3,602.62	7,120.00	3,517.38	50.60%
Conference & Seminars	7710		3,656.00	1,800.00	9,660.00	7,860.00	18.63%
Out of Town Travel	7720	62.65	2,999.46	2,428.33	14,765.00	12,336.67	16.45%
Private Vehicle Mileage	7730	7.28	1,462.40	1,472.71	4,300.00	2,827.29	34.25%
Transportation Charges	7740		725.00	390.00	1,550.00	1,160.00	25.16%
Special Events	7750		10,244.88	9,928.66	16,850.00	6,921.34	58.92%
Tuition/Book Reimbursement	7760	301.79		301.79	750.00	448.21	40.24%
Gas	7810	2,513.84	12,040.59	10,317.13	31,000.00	20,682.87	33.28%
Water	7820	15,860.16	504,296.32	450,085.43	830,500.00	380,414.57	54.19%
Electricity	7830	10,710.36	140,147.11	144,345.11	267,375.00	123,029.89	53.99%
Awards & Certificates	7910	59.99	10,065.21	7,925.98	18,000.00	10,074.02	44.03%
Meals & Entertainment	7920	1,772.75	2,260.29	3,237.59	5,650.00	2,412.41	57.30%
Employee Morale	7930	527.95	1,944.75	1,246.02	3,750.00	2,503.98	33.23%
Cost to Issue Side Fund Loan	6971		2,825.83	807.38	4,850.00	4,042.62	16.65%
Cost to Issue COP's	6970		14,473.48	4,135.28	24,800.00	20,664.72	16.67%
Loan Payment Pension Obligation (est)	6160	18,300.00	122,850.00	128,100.00	219,600.00	91,500.00	58.33%
COP Debt - PV Fields (est)	7950	60,125.00	412,796.00	420,875.00	721,500.00	300,625.00	58.33%
Service and Supply Expenditures		204,693.54	2,262,465.83	2,177,372.89	4,207,635.00	2,030,282.11	51.75%
				(85,092.94)			
Capital Expenditures	8400		11,279.70	48,727.70	318,000.00	289,272.30	15.32%
LWCF Grant	8401	52,108.59		79,348.70			
NRPA Grant	8402	538.99		62,106.76			
Equipment/Facility Replacement	8420			1,820.45	25,000.00	23,179.55	7.28%
Parking Lot Repair-Assessment	6718				-	-	#DIV/0!
Tree Care-Assessment	6719		11,000.00	4,322.00	-	(4,322.00)	#DIV/0!
Playground Replacement- Assess	6721		8,571.93	1,809.00	-	(1,809.00)	#DIV/0!
Park Amenities- Assess	6722		8,214.01	1,329.84	-	(1,329.84)	#DIV/0!
Facility Replacement	6723				-	-	#DIV/0!
Capital Expenditures		52,647.58	37,065.64	199,464.45	343,000.00	284,991.01	58.15%
TOTAL GENERAL FUND EXPENDITURES		506,377.92	4,401,784.06	4,458,236.91	8,321,842.00	4,005,060.55	53.57%

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

TO: BOARD OF DIRECTORS

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

DATE: March 4, 2015

SUBJECT: CONSIDERATON FOR SETTING DATES FOR BUDGET WORKSHOPS

RECOMMENDATION

It is recommended that the Board consider setting dates for the upcoming budget workshops.

BACKGROUND

During budget season the Board has met in the month of May to discuss the development of the upcoming budget year. The workshops assist staff in the development of the annual budget and in establishing priorities for the upcoming fiscal year. The meeting is led by staff with each department head presenting on a pre-determined evening. The workshops are normally held on a Thursday evening beginning at 5:00pm in Room #6 of the Community Center.

ANALYSIS

From a staff perspective, the meeting is beneficial. It provides an opportunity to review and discuss the upcoming budget. Should the Board agree, the Clerk of the Board will survey the Board members to determine if all Board Members are available May 7, 14, 21, 28, 2015.

FISCAL IMPACT

There is no fiscal impact associated with the meeting.

RECOMMENDATION

It is recommended that the Board consider setting dates for the budget workshops.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Matthew Parker, Park Supervisor

DATE: March 4, 2015

**SUBJECT: CONSIDERATION AND APPROVAL TO CONTRACT
WITH WEST COAST ARBORISTS FOR TREE
MAINTENANCE AT CHARTER OAK PARK**

RECOMMENDATION

It is recommended the Board approve and award the contract with West Coast Arborists for tree maintenance and removals located at Charter Oak Park not to exceed \$20,000.

BACKGROUND

Plans and options regarding tree removal and pruning at Charter Oak Park were discussed at the regular Board meeting on January 7, 2015. The options were soft estimates of job costs based off of tree size averages and a budget of \$10,000. The options included:

1. Removal of approximately 10 eucalyptus trees. (Contractor would remove all wood.)
2. Removal of approximately 20 eucalyptus trees. (The District would be responsible for the removal of all wood associated with the removals except for limbs.)
3. Utilization of a 5 man tree crew for one work week, focusing on trees on the west side of the windrow, pruning back any limbs that are hanging over the property lines, bad or weak branch attachment, and tree weight balancing.

During this discussion the Board identified the high degree of hazard and liability to the District with the trees of the Eucalyptus windrow. Staff was seeking a contractor to prune and remove a portion of the windrow. A request for proposals from tree maintenance vendors has been solicited, not to exceed \$20,000.

ANALYSIS

The Request for Proposal for services was approved at the February 4, 2015 Board Meeting. It closed on February 19, 2015 with proposals received from ValleyCrest and West Coast Arborists. West Coast Arborists was chosen to perform five tree removals and pruning of approximately 45 trees for a cost of \$20,000. Choosing West Coast Arborists for the project allows 10 additional tree trims for the same price.

The project must be completed prior to March 31, 2015.

FISCAL IMPACT

Cost of the project will not exceed \$20,000.

RECOMMENDATION

It is recommended the Board approve and award the contract with West Coast Arborists for tree maintenance and removals located at Charter Oak Park not to exceed \$20,000.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Bob Cerasuolo, Acting Park Superintendent

DATE: March 4, 2015

**SUBJECT: CONSIDERATION AND APPROVAL OF BID
SPECIFICATIONS FOR PARKING LOT REPAIRS AT
CAMARILLO GROVE PARK**

RECOMMENDATION

It is recommended the Board of Directors review and approve the bid specifications for the asphalt repair work needed to renovate the parking lot located at Camarillo Grove Park.

BACKGROUND

This Capital Improvement Project was identified and funded in the FY 2013-2018 Capital Improvement Plan Budget. The funding and project are designed to repair and maintain asphalt parking lots, pathways, and surfaces throughout the District.

ANALYSIS

Asphalt parking lots, like any improvement, have a projected service life based on construction methods, maintenance levels, and a number of other factors. The District is responsible for the maintenance and upkeep of over five (5) acres of parking lots. All the lots require maintenance and repair ranging from cleaning and seal coat applications to removing or replacing alligator sections, and complete failures. The systematic repair and maintenance of these required infrastructure items have extended their service life. This project will complete the repair and maintenance at this site and set a starting point for scheduled preventative maintenance practices moving forward.

The bidding process will open on March 17, 2015 at 2:00PM and close on April 13, 2015 at 2:00PM.

FISCAL IMPACT

This action has no fiscal impact. The funds for this project are encompassed in the Assessment Budget.

RECOMMENDATION

It is recommended the Board of Directors review and approve the bid specifications for the asphalt repair work needed to renovate the parking lot located at Camarillo Grove Park.

ATTACHMENT

- 1) Bid Specifications (69 pages)

SPECIFICATIONS FOR
Camarillo Grove Parking Lot (Upper)
GRADING, AC PAVING AND STRIPING
AT
CAMARILLO GROVE PARK
6968 CAMARILLO SPRINGS ROAD
CAMARILLO, CALIFORNIA 93012

March 17, 2015

PLEASANT VALLEY RECREATION AND PARKS DISTRICT

Camarillo, California

**Project
Number:
AC-2015 PL**

PLEASANT VALLEY RECREATION AND PARKS DISTRICT
 GRADING, AC PAVING AND STRIPING
 SPECIFICATION NUMBER AC-2015 PL
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PLEASANT VALLEY RECREATION & PARK DISTRICT

1605 East Burnley Street
Camarillo, California 93010

NOTICE INVITING BIDS

For the Construction of Remove Existing, Grading, AC Paving and Striping
[Specification No. AC-2015-PL]

N-1 NOTICE IS HEREBY GIVEN that sealed bids will be received by Pleasant Valley Recreation & Park District, a public agency (hereinafter "District"), at its office, 1605 East Burnley Street, Camarillo, California 93010, until 2:00 p.m. on Monday, April 13, 2015 at which time and place the bids will be publicly opened and read aloud for the construction (including the furnishing of all labor, materials, tools, services, materials, supplies, transportation, equipment, utilities, and other necessary items and facilities) of the work and all appurtenances thereto as described in Section N-3. All Work must be performed in strict accordance with the specifications and drawings on file at the office of District. Bids shall be submitted in sealed envelopes marked as directed in Section 5 of the Instructions to Bidders. Bids received after the deadline specified will be returned unopened to the bidder.

N-2 LOCATION OF THE WORK -- The Work to be constructed pursuant to these specifications is located at Camarillo Grove Park, 6968 Camarillo Springs Road, Camarillo, California, 93012.

N-3 DESCRIPTION OF WORK – The work contemplated under this project is furnishing all materials, labor, equipment, tools services transportation utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bond license and per fees and other cost incidental to the Work) required for grading, excavation, fill and re-compaction of site as required, new AC paving sealed and stripped for standard stalls with four (4) accessible van stall, parking bumpers and detectable warning pads.

N-4 COMPLETION OF WORK – Time is of the essence. The Work must be completed within **45 calendar days** after the commencement date in the Notice to Proceed. Liquidated damages will be assessed as set forth in the Contract Documents for failure to meet the specified completion date.

N-5 CLASSIFICATION OF CONTRACTORS' LICENSES – In accordance with Public Contract Code Section 3300, a Contractor submitting a proposal for performance of the Work shall possess a Class A license (or highest recognized license to perform specified work) at the time the contract is awarded. A Contractor shall certify that the license(s) specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated by the Contract Documents. A Contractor shall provide District with its Contractor's license number and expiration date as provided in its bid, and shall present satisfactory evidence that he/she is licensed and is in good standing. 1

N-6 CONFORMITY WITH BID INSTRUCTIONS – Each bid must conform and be responsive to the bid Contract Documents. Failure to conform to the bid instructions may render a bid non-responsive. The District reserves the right to reject any or all bids, to waive any informalities or irregularities in any bids or in the bidding process, and to make an award to the lowest responsive and responsible bidder and reject all other bids, as it may serve the best interest of District. A good faith determination by the District as to whether a bid is responsive or whether a bidder is responsible shall be final, conclusive and binding, and shall not be the basis of a claim for lost profits or other damages by a bidder to whom the contract is not awarded.

N-7 PREBID CONFERENCE AND SITE INSPECTION. All interested Bidders and third parties shall attend a Prebid Conference and Site Inspection on **Wednesday, March 25, 2015 commencing at 10:00 a.m., at Camarillo Grove Park project site.** The Prebid Conference and Site Inspection is mandatory for submission of a bid. The Prebid Conference and Inspection shall begin promptly at the listed time.

N-8 BID SECURITY -- Each bid shall be submitted under sealed cover and must be accompanied by a certified or cashier's check, or by a corporate surety bond on the form furnished by the District (hereinafter "Bid Security"), as set forth in the Instructions to Bidders in an amount not less than ten percent (10%) of the total amount of the bid. Failure to include the proper Bid Security shall render a bid non-responsive.

N-9 BIDS TO REMAIN OPEN -- The bidder shall guarantee the total bid price for a period of ninety (90) consecutive calendar days from the date of Bid Opening.

N-10 SECURITIES WITHHELD TO ENSURE PERFORMANCE -- At the request and expense of the Contractor and pursuant to Public Contract Code Section 22300, the Contractor may substitute certain securities for any money held by District to insure performance of the Contract, except where not allowed by law.

N-11 PREVAILING WAGE RATES – Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for the locality where the work is to be performed. A copy of the wage rate schedule is on file at the office of District and shall be made available upon request. The Contractor shall post a copy of the schedule at the Work site. The Contractor and any of its subcontractors shall pay not less than the specified prevailing rate of per diem wages for general, holiday and overtime work to all workers employed in the execution of this contract.

N-12 CONTRACT DOCUMENTS -- A full set of Contract Documents (including drawings and specifications) is available for inspection without charge at the office of the District and are hereby made a part of this Notice Inviting Bids. Complete sets of said Contract Documents may be obtained from: In accordance with Public Contract Code Section 3300, a bidder submitting a bid for the performance of the Work shall possess a Class A license(s) at the time the Contract is awarded. The successful bidder shall maintain the license in good standing throughout the course of the Work. Submission of a bid shall be deemed certification by the bidder that it possesses the required license(s)

and that the license(s) specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated herein. A bidder shall upon request furnish the District with proof of current licensing status.

DATED: _____

PLEASANT VALLEY RECREATION & PARK
DISTRICT

BY
MARY OTTEN, GENERAL MANGER

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK

The work contemplated under this project is furnishing all materials, labor, equipment, tools services, transportation utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds license and permit fees and other costs incidental to the Work) required for grading, excavation, fill and re-compaction of site as required, new AC paving sealed and stripped for standard stalls with four (4) accessible van stall, parking bumpers and detectable warning pads.

2. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Should a bidder find discrepancies in, or omissions from, the plans and specifications, or should be in doubt as to their meaning, he shall at once notify the District and should it be found that the point in question is not clearly and fully set forth, a written Addendum or Bulletin of Instruction will be sent to all Bidders in accordance with Article 4 herein. The District will not be responsible for any oral instructions.

3. SURVEY OF SITE

The Bidder shall inspect the site and access thereto, to familiarize himself with existing conditions around the area where the work is to be performed.

4. ADDENDA OR BULLETINS

Any Addenda or Bulletins issued during the time of bidding shall form a part of the Plans and Specifications. The bidder, in the preparation of their proposal, shall acknowledge in the proposal, all addenda or bulletins. All questions relating to interpretation of these Contract Documents must be submitted in writing seven (7) days prior to the opening of bids. Responses will be in the form of written addenda to the Contract Documents and will be sent to those prospective bidders who have provided District with their contact information. Questions submitted after this time period will not be answered. Only questions which have been resolved by formal written addenda will be binding. Oral and any other interpretations or clarifications will have no legal or contractual effect.

5. PROPOSALS

Proposals (bids) shall be made on a form included in these Specifications. Numbers shall be stated both in writing and in figures and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Proposals should not contain any recapitulation of the work to be done, and alternative proposals will not be considered unless called for. No oral, telegraphic, fax, email or telephonic proposals or modifications will be considered. Proposals shall be mailed or

delivered in a sealed envelope, clearly marked "Bid #AC-2015-PL" to the Pleasant Valley Recreation and Park District, Parks Superintendent, 1605 East Burnley Street, Camarillo, CA 93010 (District office), and shall arrive no later than **2:00 p.m. on Monday April 13, 2015** in the District office, whereupon the bids will be opened at 2:30 p.m. Bidders or their representative or other interested parties may be present at the opening of the bids. Pursuant to the provisions of Sections 4100 to 4108, inclusive, of the Public Contract Code of the State of California, every bidder shall in his bid set forth:

- 5.1. The name and location of the place of business of each subcontractor who will perform the work or labor, or render service to the bidder in or about the work, in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidders' total bid.
- 5.2. The portion of the work which will be done by each such subcontractor.
- 5.3. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2 of 1%) of the Bidders' total bid, he agrees to perform that portion himself. The successful Bidder shall not without consent of the District either:
- 5.4. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
- 5.5. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
- 5.6. Sublet or subcontract any portion of the work in excess of one-half on one percent (1/2 of 1%) of the total bid as to which his original bid did not designate the subcontractor.
- 5.7. Proposals must be accompanied with a certified check, cashier's check or bidder's bond satisfactory in form to the District for an amount not less than ten percent (10%) of the total bid amount proposed by the Bidder, made payable to the order of the District. Said check or bond shall be given as a guarantee that the Bidder will timely enter into a contract if awarded the work and 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.
- 5.8. Subject to Article 11 herein, the Contract will be awarded to the lowest responsible, responsive bidder on the basis of the total cost for all work indicated.
- 5.9. Each bid must conform and be responsive to the Contract Documents. Failure to conform to the bid instructions may render a bid non-responsive. Submission of the following Bid forms is required:
 - A. Bid Form
 - B. Bid Schedule of Work and Prices

C. Designation/List of Subcontractors (if none, indicate N/A)

D. Non-Collusion Affidavit (must be notarized)

E. Bidders Questionnaire

F. Bid Security Form

6. WITHDRAWAL OF BID

Bids may be withdrawn by the Bidder by written request submitted to the District prior to, but not after, the time fixed for the opening of bids. Oral, fax, email, telegraphic or telephonic request to withdraw a bid will not be accepted. No Bidder may withdraw his bid check or bond for a period of sixty (60) days after bid opening.

7. OPENING OF BIDS

Bids shall be opened at 2:30 p.m. and publicly read aloud at the time and place set forth in Section 5 herein.

8. AWARD OR REJECTION OF BIDS

The District reserves the right to waive any informality or irregularity in any bid, to reject any or all bids, to reject one part of a bid and accept another, and to make award of the Contract to the lowest responsible and responsive bidder as it may serve the best interest of the District.

Subject to any requirements set forth in the Public Contract Code, in determining a responsible bidder consideration will be given to the trustworthiness, quality, fitness and capacity of the bidder, which includes but is not limited to the general experience of the bidder to satisfactorily perform the Work contemplated herein. Professional integrity and honesty shall be essential requirements. All Bidders shall complete the Bidders Questionnaire which shall assist the District in the determination of Bidders fitness expressed above.

9. PREVAILING WAGES

The successful bidder and any of its subcontractors shall pay to all workers not less than the general prevailing rate of per diem wages (for general, holiday and overtime work) as determined by the Director of the California Department of Industrial Relations for the locality where the work is to be performed. A copy of the wage rate schedule is on file at the District office and shall be made available upon request. The successful bidder shall post a copy of the schedule at the Site of the Work.

10. PERFORMANCE , LABOR, AND MATERIAL BONDS, EXECUTION OF CONTRACT

Having satisfied all conditions of award as set forth elsewhere in the documents, the successful Bidder shall, within the period specified above, furnish (1) a performance bond, in the sum of 100% of the total bid, as security for the faithful performance of the contract; and (2) a payment bond, in the sum of 100% of the total bid, as security for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, employed or used by him in performing the work. Each such bond shall be in the appropriate form and shall bear a date and each bond shall be as specified in the General Conditions. On each such bond, the rate of premium shall be stated together with total amount of premium charged. The current power-of-attorney for the person who signs for any surety company shall be attached to the bond. The successful bidder shall also furnish to District within this same time frame evidence of insurance coverage satisfactory to District in accordance with Article 11 of the General Conditions.

11. PLAN HOLDER REQUIREMENTS

Bidders must be a Plan Holder of Record. Plans and Specifications will ONLY be available to review or for purchase directly from CyberCopyUSA (www.cybercopyusa.com), or phone 805.642.3292; fax 805.715.1535 for a non-refundable fee of (\$ 50.00) plus \$15.00 shipping and handling after April 13, 2015. The Plans and Specifications may be obtained in either hardcopy format or electronic medium format-CD. For information you may contact Mynor at CyberCopy, phone 310.736.1001.

12. CLASSIFICATION OF CONTRACTORS' LICENSE(S)

In accordance with Public Contract Code Section 3300, a bidder submitting a bid for the performance of the Work shall possess a Class A license (or highest recognized license to perform specified work) at the time the Contract is awarded. The successful bidder shall maintain the license in good standing throughout the course of the Work. Submission of a bid shall be deemed certification by the bidder that it possesses the required license(s) and that the license specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated herein. A bidder shall upon request furnish the District with proof of current licensing status.

13. TIME OF ESSENCE

Time is of the essence. The Work must be completed within Forty-Five (45) calendar days after the commencement date specified in the Notice to Proceed. Liquidated damages will be assessed, as set forth in the Agreement for failure to meet the specified completion date.

14. SECURITIES WITHHELD TO ENSURE PERFORMANCE

At its request and expense, and pursuant to Public Contract Code Section 22300 (which provisions are hereby incorporated by reference as if set forth in full), a successful bidder may substitute certain securities for any money held by District to ensure performance of the Contract, except where not allowed by law.

MANDATORY FORM
BID FORM

Bids will be received by the Parks District Superintendent of the Pleasant Valley Recreation and Parks District at 1605 East Burnley Street, Camarillo, CA. 93010 (District Office)

APRIL 13, 2015 @ 2:00 P.M.

Board of Directors:

Ladies/Gentlemen:

Having carefully examined the Notice Inviting Bids, Instructions to Bidders, the General Conditions, the special Conditions, and Plans and Specifications, any addenda thereto, and any other Contract Documents, and having examined the Site of the Work, the locality where the Work is to be performed and local conditions thereto, the legal requirements (federal, state and local laws, ordinances, rules and regulations) for the Work, the conditions affecting cost, progress and performance (including but not limited to bid quantities and specifications), tools services, transportation utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds license and permit fees and other costs incidental to the Work) required for grading, excavation, fill and re-compaction of site as required, new AC paving sealed and stripped for standard stalls with four (4) accessible van stall, parking bumpers and detectable warning pads located at the Camarillo Grove Park, 6968 Camarillo Springs Road, Camarillo, California 93012, and to accept in full payment thereof the Grand Total Bid Price (based on the Lump Sum) set forth in the attached Bid Schedule Of Work And Prices, upon which award of this Contract will be made. The contract price includes the costs of bonds, insurance, permit fees, taxes and any other item and expense incidental to this Contract. In the case of discrepancies between words and figures, the words shall prevail.

If awarded the contract, the undersigned hereby agrees to timely sign said contract and furnish the necessary bonds, proof of insurance coverage and any other documentation required by these Contract Documents to the District within five (5) days after notice of award of said contract. Failure to do any of the aforementioned shall be cause for rejection of the bid and forfeiture of the bid bond and the contract shall be awarded to the next lowest responsive and responsible bidder.

The undersigned has checked carefully all the figures and information contained in this Bid Form and the Bid Schedule of Work and Prices and understands that the Pleasant Valley Recreation and Park District will not be responsible for any errors or omissions on the part of the undersigned in making this Bid.

This Bid and any surety provided in connection therewith shall remain open for sixty (60) days from the date of bid opening, unless otherwise required by law.

The undersigned bidder hereby certifies that this Bid Proposal is genuine and not sham or collusive, and makes the further representations to the District set forth in the Non-Collusion Affidavit attached hereto.

The Bidder hereby certifies the accuracy of the representations made herein concerning the contractor's license number, type and expiration date; that the license(s) are current and valid; and the license(s) is/are in a classification appropriate to the Work to be undertaken.

In conformance with current statutory requirements contained in California Labor Code Section 1860 et seq., the undersigned confirms the following as its certification:

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

Bidder Acknowledges Receipt of The Following Bid Addenda:

No. 1 _____ Date _____

No. 2 _____ Date _____

No. 3 _____ Date _____

No. 4 _____ Date _____

Provide information concerning the surety company and agent who will provide the required bonds on this Contract:

Name of Surety _____

Address _____

Surety Company Agent _____

Note: If this Bid is made by an individual, it shall be signed and his or her full name and address shall be given below. If the Bid is made by a partnership, it shall be signed with the partnership name by a partner of the firm, who shall also sign his or her own name and shall provide the name and address of each partner. If the Bid is made by a corporation, it shall be signed on behalf of the corporation by its duly authorized officer(s) and attested by the corporate seal.

Bidder (Business) Name _____ Federal ID No. _____

Contractor's License(s) No. _____ Type _____ Expiration Date _____

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at _____ California

Date: _____, 2015

AUTHORIZED SIGNATURES

By: _____

Print Name: _____

Title: _____

If Bidder is a **Corporation**, the Bid shall also be signed by its Secretary:

By: _____

Print Name: _____

If Bidder is a **Partnership**, provide the name and address of each Partner here:
(Add additional sheets if necessary)

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Bidder's Business Address:

Telephone No.: _____ Fax No.: _____

**GRADING, AC PAVING AND STRIPING RENOVATIONS
 BID SCHEDULE OF WORK AND PRICES**

BIDDER'S NAME: _____

ITEM NO.	DESCRIPTION	SPECIFICATION / PAYMENT REF.	LUMP SUM
1	General & Special	N/A	\$
2	Grading	31 22 00	
3	Excavation	31 23 16	
4	Fill	31 23 23	
5	Asphalt Paving	32 12 16	
6	Parking Bumpers	32 17 13	
7	Painted Pavement Markings	32 17 23	
8	Tactile Warning Surfacing	32 17 26	

*Lump Sum Price to include Profit, Overhead, General Conditions and General Requirements.

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

BASE BID GRAND TOTAL (Bid Prices in Words) _____

DEDUCTIVE ALTERNATES

N/A

Award of Contract will be based on the lowest most responsive and responsible total base bid submitted.

DESIGNATION OF
SUBCONTRACTORS

(Public Contract Code Section 4100 *Et Seq.*)

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each bidder shall set forth below:

(a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract, in an amount in excess of one-half (1/2) of one (1) percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one (1) subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor (either through an "and/or" provision or otherwise) for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

Failure to comply with these requirements will render the Bid non-responsive and may cause its rejection.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

LIST OF SUBCONTRACTORS

(Add sheets as necessary)

Name: _____

Address: _____

City: _____ Telephone: (_____)

State License No. _____ Expiration Date (State License) _____

Type of Work: _____

Name: _____

Address: _____

City: _____ Telephone: (_____)

State License No. _____ Expiration Date (State License) _____

Type of Work: _____

Name: _____

Address: _____

City: _____ Telephone: (_____)

State License No. _____ Expiration Date (State License) _____

Type of Work: _____

Name: _____

Address: _____

City: _____ Telephone: (_____)

State License No. _____ Expiration Date (State License) _____

Type of Work: _____

NON-COLLUSION AFFIDAVIT

[Must Be Notarized]

STATE OF CALIFORNIA

COUNTY OF _____

being first duly sworn, deposes and says that he/she is (Title) _____ of _____ (Name of Bidder), the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that 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 that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Signature)

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 20__

Notary Public

My Commission Expires:

(NOTE: THIS FORM SHALL BE USED WHERE THE BIDDER SUBMITS A BOND INSTEAD OF CHECK OR CASH.)

BID SECURITY FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, and _____ as Surety, are held and firmly bound unto Pleasant Valley Recreation & Parks District (hereinafter "Owner,") in a sum not less than ten percent (10%) of the total amount of the Bid, to be paid to Owner, its successors, and assigns, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said Owner to perform the Work required under the Bid Schedules of Owner's Contract documents entitled GRADING, AC PAVING AND STRIPING RENOVATIONS with engineering plans entitled, all in accordance with the Contract Documents, including specifications and drawings on file at the offices of the Owner.

NOW, THEREFORE, if said Principal is awarded a Contract by said Owner, and within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement contained within said Contract Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this Bond by said Owner, and Owner prevails, said Surety shall pay all costs incurred by said Owner in such suit, including reasonable attorney's fees to be fixed by the court.

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

_____(SEAL)

_____(SEAL)

(Seal and Notarial Acknowledgement of Surety)

Principal

Surety

(Signature)

(Signature)

MANDATORY FORM

NOTE:

- (1) This bid bond form is a mandatory form.
- (2) The bid bond form must be acknowledged before notaries public, and a legally sufficient power of attorney must be attached to the bid bond to verify the authority of the party signing on behalf of the surety.

**GRADING, AC PAVING AND STRIPING
RENOVATION**

All Bidders **MUST** complete this form and it **MUST** be submitted with the bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer as the term is used by State of California Contractor State License Board and/or in which any equity holder (e.g. shareholder, partner, member) of the Bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all **YES** answers please provide complete explanations on extra sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
<i>Standard Bidder Questions (applies to all bids)</i>		YES	NO
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated in Paragraph 12 of the Instructions to Bidders		
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on any public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LO assessment.		
3	Has the Bidder's insurance or Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind including commercial general liability, fire and casualty, automobile and workers' compensation.		
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information for the Division of Labor Standards Enforcement.		
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (OSLE)? If so, provide the date(s) of investigations and the contact information for the Division of Labor Standards Enforcement.		
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number of each court case.		
7	Within the past 5 years, have stop payment notices been filed with any government agency on any projects performed by Bidder or any Related Company? If so, please provide the following information for each stop payment notice: contact information for each claimant, amount of the claim,		
8	Has Bidder or a Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		
9	Has Bidder or Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the governmental agency's contact information		

EVALUATION ELEMENTS

<i>Standard Bidder Questions (applies to all bids)</i>		YES	NO
10	Has Bidder or related Company ever had its license revoked? If so, provide the date and name of each revocation and explain the circumstances of the revocation.		
11	Provide the name, date, contact information and approximate amount of the contract and a description of work performed for each job performed by Bidder in the last 3 years involving		

Contractor Officer's Signature:

Title

Date

Bidder's failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

AGREEMENT

GRADING, AC PAVING AND STRIPING

THIS AGREEMENT, made and entered into on _____, 20__ by
and between Pleasant Valley Recreation & Park District, a public entity, hereinafter referred to
as "Owner," and

hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined in Article 1.1 of the General Conditions, are hereby incorporated in and made a part of this Agreement as though fully set forth herein. If there exist any provisions of local, state or federal laws, ordinances or regulations which are required to be expressly set forth in the Contract Documents and have not been included therein, such provisions are incorporated herein as if expressly set forth.
2. For and in consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to perform the Work generally described as all materials, labor, equipment, tools services, transportation utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds license and permit fees and other costs incidental to the Work) required for grading, excavation, fill and re-compaction of site as required, new AC paving sealed and stripped for standard stalls with four (4) accessible van stall, parking bumpers and detectable warning pads at the Pleasant Valley Recreation & Park District's (District) Camarillo Grove Park (Site), located at 6968 Camarillo Springs Road, Camarillo, California 93012, as specifically set forth in said Contract Document entitled Camarillo Grove Parking Lot for which award of contract was made; to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees by acquisition of workers' compensation insurance or by qualification as a self-insurer.
3. The Contractor shall provide for payments on all required insurance policies, and shall obtain all necessary permits and licenses for performance of the Work. The Contractor shall furnish and remove all plant, temporary work or structures, tools, and equipment necessary to accomplish the Work contemplated by this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of

the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for well and faithfully completing the Work within the stipulated time and in the manner shown and described in the Contract Documents and in accordance with the requirements of the Engineer, the Owner shall pay, and the Contractor shall receive as full compensation therefore, the prices set forth in the accepted Bid Schedule (Proposal). The total compensation to be paid to Contractor shall be computed on the basis of the units of work actually performed in accordance with the requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Schedule for completion of the Work.

4. The Work shall commence within five (5) days after the date specified in the Notice To Proceed issued by the Owner, and shall be fully completed no later than forty-five (45) calendar days from the date specified in the Notice To Proceed. Time is of the essence for completion of the Work. If the Work is not completed in the time specified herein, plus any extension of time as allowed, the parties recognize: (a) that Owner will suffer financial damages which are, and will continue to be, impracticable and extremely difficult to ascertain; and (b) the delay, expense and difficulty involved in proving the actual damages suffered by Owner as a result of such delay. Accordingly, instead of requiring such proof, the parties agree that as authorized by California Government Code section 53069.85, Contractor shall pay to Owner as liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000) for each calendar day that expires after the time specified for completion of the Work.
5. The Owner promises and agrees to employ, and does hereby employ, 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 the same at the time, in the manner, and upon the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained in this Agreement.
6. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the Owner, in accordance with the Contract Documents. The Work under this Agreement shall be completed to the approval and entire satisfaction of the District.
7. The Contractor shall assume the defense of and indemnify and hold harmless the District and its respective directors, officers, employees, representatives, consultants, agents and volunteers, and each of them (collectively herein "Indemnitees") from and against:
 - a. Any and all claims, demands, causes of action, actions, proceedings, damages, costs, expenses (including costs of defense and attorney's fees), losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person, including the Indemnitees, and

damages to or destruction of property of any person, including the Indemnitees', arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the Indemnitees;

- b. Any and all claims, demands, causes of action, actions, proceedings, damages, costs, expenses (including costs of defense and attorney's fees), penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any existing governmental law, ordinance or regulation, specifically including but not limited to the safety of workers, compliance with which is the responsibility of Contractor, any subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
 - c. Contractor shall defend, at the Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Indemnitees.
 - d. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnitees in any such suit, action or other legal proceeding.
 - e. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 - f. Contractor agrees to carry insurance for this purpose as set out in the specifications. See Article 12 of the General Conditions, entitled INSURANCE, for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitees.
8. If any provision of this Agreement or any of the Contract Documents is found by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would then become valid and enforceable, then such provision shall be deemed written, construed and enforced as so limited taking into account the intent of the parties at the time of executing this Agreement.

9. In employing Contractor to perform the Work contemplated under the Contract Documents, the Owner has relied on the experience, expertise and integrity of the Contractor. The rights and obligations of the Contractor under this Agreement shall therefore not be assignable without the prior express written consent of the Owner.
10. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.
11. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Ventura County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the state courts of the State of California in and for the County of Ventura or in the United States District Court, Central District of California.
12. If any term, covenant, condition or provision of the Contract Documents, including this Agreement, is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect, and in no way shall be affected, impaired or invalidated thereby.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the day and year first above written.

"OWNER"

"CONTRACTOR"

By: _____

License No(s). _____

Its: _____
[TITLE]

Expiration Dates(s) _____

By: _____

By: _____

Its: _____
[TITLE]

Its: _____
[TITLE]

Address: For Giving Notice to Owner

By: _____

Its: _____
[TITLE]

NOTE: Contractor shall furnish, to the satisfaction of Owner's Attorney, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and legal authorization to bind the Contractor. Where such verification is a Power of Attorney, it shall be an unrevoked power, and Contractor shall provide an original or certified copy of the original.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ hereinafter referred to as "Contractor," as principal, and _____ as Surety, are held and firmly bound unto Pleasant Valley Recreation & Park District, hereinafter referred to as "Owner," in the sum of \$_____, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and/or assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for performance of Work generally described as all materials, labor, equipment, tools services, transportation utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds license and permit fees and other costs incidental to the Work) required for grading, excavation, fill and re-compaction of site as required, new AC paving sealed and stripped for 6 standard stalls with one (1) accessible van stall, parking bumpers and detectable warning pads at the Pleasant Valley Recreation & Park District's (District) Camarillo Grove Park (Site), located at 6968 Camarillo Springs Road, Camarillo, California 93012, as specifically set forth in said Contract Document entitled GRADING, AC PAVING AND STRIPING, and is required under the terms of the Contract Documents to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if Contractor or any of its subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same used in connection with the performance of work contracted to be done or for work or labor thereon of any kind, or fails to pay any of the persons named in Section 9100, California Civil Code or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or for any amounts required to be deducted, withheld and paid to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay for the same in an amount not exceeding the sum specified above. This bond shall inure to the benefit of any persons named in Civil Code Section 9200, so as to give a right of action to them or their assigns in any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Part 4 of Division 3 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not limited to Civil Code Sections 8152-8154 and 9550-9560, inclusive.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alteration or extensions of the contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 20

Contractor:
By: _____

Title: _____

By: _____

Title: _____

Surety:
By: _____

Title: _____

Home Office Address: _____

Phone: _____

Attorney-in-Fact _____

Address: _____

Phone: _____

SEAL

FAITHFUL PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____ hereinafter referred as "Contractor," as principal, and as Surety, are held and firmly bound unto Pleasant Valley Recreation & Park District, hereinafter referred to as "Owner," in the sum of \$_____, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and/or assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for performance of the Work generally described as all materials, labor, equipment, tools services, transportation utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds license and permit fees and other costs incidental to the Work) required for grading, excavation, fill and re-compaction of site as required, new AC paving sealed and stripped for standard stalls with four (4) accessible van stall, parking bumpers and detectable warning pads at the Pleasant Valley Recreation & Park District's (District) Camarillo Grove Park (Site), located at 6968 Camarillo Springs Road, Camarillo, California 93012, as specifically set forth in said Contract Document entitled Camarillo Grove Parking Lot and is required under the terms of the Contract Documents to give this bond in connection with the execution of said contract;

NOW THEREFORE, if said Contractor shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

FURTHER PROVIDED, that, as provided in Article 14 of the General Conditions entitled "Termination of Contract," and upon termination in accordance with said Article 14, if the direct and indirect costs of completing the Work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the Work, exceed the balance due the Contractor, on failure of Contractor to pay, the Surety shall pay on demand by Owner. Any portion of such difference not paid by Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of ten percent (10%) per annum or the maximum rate authorized by California law, whichever is lower.

GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

- 1.1.1 The Contract Documents, which jointly forms the contract, consists of the Notice Inviting Bids, Instructions To Bidders, all of the Proposal forms (including the Bid Form, Bid Schedule of Work and Prices, Designation/List of Subcontractors, and Affidavit of Non-Collusion), the Award of Contract, the Agreement (Contract), the Performance and Payment bonds and insurance documentation to be provided by the Contractor to the District, the Notice To Proceed, these General Conditions, the Special Conditions, the Specifications and Drawings, bid addenda, and any change orders or directives or addenda and the Specifications and Drawings listed therein, all of which documents are on file in the District Office and are hereby referred to and made a part of these General Conditions.
- 1.1.2 The District and the Contractor are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.
- 1.1.3 The word *District* refers to the PLEASANT VALLEY RECREATION AND PARK DISTRICT, 1605 Burnley St., Camarillo, CA 93010.
- 1.1.4 The Governing Body of the District is the Board of Directors of said District, hereinafter called the Board. The Board will act for the District in all matters pertaining to the Contract.
- 1.1.5 The term *Subcontractor* as employed herein, includes only those having a direct contract with the Contractor. It includes one who furnished material worked to a special design according to the Plans and Specifications of this work but does not include one who merely furnishes material not so worked.
- 1.1.6 The term *Project* refers to the Work described in Section 1 of the Instructions to Bidders and in the Bid Form, i.e. the Work to be undertaken by the Contractor.
- 1.1.7 The Inspector is the duly authorized representative of the District at the Project. The words "directed" or "approved" shall be understood to be followed by the words "by the District."
- 1.1.8 The term *Work* (or sometimes *work*) includes all labor necessary to produce the construction, and all materials and equipment to be incorporated in the construction, for the Project.

- 1.1.9 The word *Materials* shall include all raw materials, fabricated materials, equipment, apparatus, fixtures, appliance, and substances which are a component part of, or which are contributory to the work of the Contractor, unless specifically provided otherwise.
- 1.1.10 The word *Satisfactory* shall be understood to be followed by the words and acceptable to the District.
- 1.1.11 The term *Building Code* in the specifications or on the drawings shall be construed to mean the California Building Code, 2013.
- 1.1.12 The words required, necessary, or proper shall be understood to be followed by the words to complete the work satisfactory and acceptable to the District.
- 1.1.13 The words *directed* or *approved* shall be understood to be followed by the words *by the District*.
- 1.1.14 The term *Architect* shall mean California Licensed Architect.
- 1.1.15 The masculine gender shall include the feminine and neuter; the singular number shall include the plural, and the plural, the singular; and the term "person" shall include a person, firm, corporation or association.
- 1.1.16 The initials N.I.C. shall indicate that the article referred to on the drawings is to be furnished by the District. If the item is to be installed by the Contractor it shall be so stated in the plans or specifications.
- 1.1.17 Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives notice.
- 1.1.18 All time limits stated in the Contract Documents are of the essence of the Contract. The term "days" refers to consecutive calendar days, unless otherwise provided.

1.2 EXECUTION OF CONTRACT

- 1.2.1 The Contractor to whom the work is awarded, shall, within five (5) days after being notified of such award, enter into a Contract with the District for the work in accordance with the drawings and the specifications, and provide the District with bonds and evidence of insurance coverage as provided in Article 12 of the Instructions To Bidders.

1.3 DRAWINGS AND SPECIFICATIONS

- 1.3.1 The specifications, for convenience, are arranged in the several sections indicated, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the Contractor and the Subcontractors.
- 1.3.2 In general, the drawings will show dimensions; position and kind of construction, and the specifications will show qualities and methods. Any work indicated on the drawings and not mentioned in the specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked, or specified, shall be the same as similar parts that are detailed, marked or specified.
- 1.3.3 In the case of differences between the specifications and the drawings, the specifications shall govern. Should an error appear in the drawings or specifications, or in the work done by others affecting this work, the Contractor shall notify the District at once and the District will issue instructions as to procedure. If the Contractor proceeds with the work so affected without instructions from the District, he shall make good any resulting damage or defects. This includes typographical errors in the specifications and notational errors on the drawings where doubtful of interpretation. Figured dimensions on the scale drawings shall govern.
- 1.3.4 The general character of the detail work is shown on the contract drawings, but minor modifications may be made in the large scale or full size drawings. The District will furnish additional details to explain the work more fully and the same shall be considered a part of the Contract. Any work performed before receipt of such details, if not in accordance with them shall be removed and replaced or adjusted as directed, without expense to the District. Should any details submitted later than the Contract drawings and specifications, in the opinion of the contractors, be more elaborate than the drawings and specifications warrant, written notice thereof shall be given to the District within five (5) days of receipt of such details. The District will then consider the

claim and if justified, said detail drawings shall be amended or the extra work authorized. Non-receipt of such notice shall relieve the District of any claims.

- 1.3.5 Where, on any drawings, a portion of the work is drawn out and the remainder is indicated in outline, the drawn-out part shall also apply to all other like portions of the work. When ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses of parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

1.4 COPIES FURNISHED

- 1.4.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work. All drawings, specifications and copies thereof furnished by the District are and shall remain his property. They are not to be used on any other project and are to be returned to the District on request at the completion of the work.

ARTICLE 2 DISTRICT

2.1 ADMINISTRATION OF THE CONTRACT

- 2.1.1 The District will provide general administration of the construction contract, including performance of the functions hereinafter described. The District has authority to stop work whenever such stoppage may be necessary to insure the proper execution of the Contract.
- 2.1.2 The District shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The District shall have the right to accept or reject materials and workmanship. His decisions in matters relating to artistic effect shall be final.
- 2.1.3 The District is the interpreter of the conditions of the Contract and the judge of its performance; The District shall use his powers under the Contract to enforce its faithful performance.
- 2.1.4 The District will make periodic visits to the site to familiarize himself generally with the progress and quality of the work and to determine in

general if the work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, the District will endeavor to guard against defects and deficiencies in the work of the Contractor. The District will not be required to make continuous on-site inspections to check the quality or quantity of the work. The District will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

- 2.1.5 Based on such observations and the contractor's Applications for Payment, the District will determine the amounts owing to the contractor and will issue Certificates for Payment.
- 2.1.6 The District will not be responsible for the acts or omissions of the Contractor, any subcontractors, or any of their agents or employees, or any other person performing any of the work.

ARTICLE 3 INSPECTOR

3.1 INSPECTOR

- 3.1.1 The District may assign one or more inspectors to the Work. Substitutes may be used during absence of the assigned Inspector. The Inspector has the following authority:
 - 3.1.2 To view the Work, sample and test components (at the site, off-site and at manufacturing locations), and discuss the Work with the Contractor's field representative.
 - 3.1.3 To determine compliance with the Plans and Specifications and other Contract Documents. The Inspector may issue warnings of non-compliance.
 - 3.1.4 To issue stop work notices in the following two instances only:
 - a. Where a safety hazard exists that has an immediate potential for serious injury or death.
 - b. Where the operation in progress, if continued, could be adverse to the District's interest.

ARTICLE 4 CONTRACTOR

4.1 CONTRACTOR

4.1.1 The Contractor shall not be deemed or construed to be an employee of the District but shall always be deemed to be an independent Contractor and shall have all the privileges and rights and be charged with all duties and obligations accorded to and placed by law on independent contractors.

4.2 SUPERVISION AND CONSTRUCTION PROCEDURES

4.2.1 The contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

4.2.2 The Contractor warrants to the District that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents.

4.2.3 Whenever any materials, apparatus, equipment, or process is indicated or specified by patent or proprietary name, and/or by the name of the manufacturers, the name so indicated or specified shall be deemed and construed to be followed by the words "or equivalent in quality and utility." Within thirty (14) days after the award of the Contract the Contractor may submit to the District for approval proposed substitutions for items specified with all data required to make a complete analysis. If a substitute offered by the Bidder shall not be deemed by the District to be equal to that so indicated or specified, then the successful bidder, as Contractor, shall furnish, erect, or install the material, apparatus, equipment, or process indicated or specified by name.

4.3 COMPLIANCE WITH LAWS; NOTICES; PERMITS AND FEES

4.3.1 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work, especially those relating to the safety of workers and all persons who may come into contact with the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the District in writing, and any necessary changes shall be adjusted by appropriate

modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District, he shall assume full responsibility therefore and shall bear all cost attributable thereto.

- 4.3.2 The Contractor shall make application for and secure the General Building Permit from the City or County, in which the work is located, if such permit is required. The Contractor shall pay all other fees and secure all other permits required and necessary to complete the work.

4.4 CASH ALLOWANCES

- 4.4.1 The Contractor shall include in the contract sum all allowances so named in the Contract Documents and shall cause the work so covered to be done by such contractors for such sum being adjusted in conformity therewith. The Contractor declares that the Contract Sum includes such sums for expense and profit on account of cash allowances, as he deems proper. No demand for expenses or profit other than those included in the Contract Sum shall be allowed. The Contractor shall not be required to employ for any such work persons against who he has a reasonable objection. If the cost, when determined, is more or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order.

4.5 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

- 4.5.1 The Contractor shall be responsible to the District for the acts, errors and omissions of all his employees and all Subcontractors and their work under a contract with the Contractor.

4.6 PROGRESS SCHEDULE

- 4.6.1 Immediately after being awarded the Contract, the Contractor shall prepare and submit for the District's approval an estimated progress schedule for the work. The progress schedule shall relate to the entire Project to the extent required by the Contract Documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the work, subject to the District's approval.

4.7 SHOP DRAWINGS AND SAMPLES

- 4.7.1 Shop drawings are drawings, diagrams illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.

- 4.7.2 Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.
- 4.7.3 The Contractor shall review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other Contractor, all shop drawings and samples required by the Contract Documents or subsequently by the District. Shop drawings and samples shall be properly identified as specified. At the time of submission the Contractor shall inform the District in writing of any deviation in the shop drawings or samples from requirements of the Contract Documents.
- 4.7.4 By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials catalogue numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents.
- 4.7.5 The District will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The District's approval of a separate item shall not indicate approval of an assemblage in which the item functions.
- 4.7.6 The Contractor shall make any corrections required by the District and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the District on previous submissions.
- 4.7.7 The District's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has informed the District in writing of such deviation at the time of submission and the District has given written approval to the specific deviation, nor shall the District's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.
- 4.7.8 No portion of the work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the District. All such portions of the work shall be in accordance with approved shop drawings and samples.
- 4.7.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At

the completion of the work he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the work "Broom Clean," or its equivalent, except as otherwise specified.

4.7.10 The Contractor fails to clean up, the District may do so and the cost thereof shall be charged to the Contractor.

4.8 **INDEMNIFICATION**

4.8.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the District and its agents, directors, officials, officers, employees, representatives, consultants, agents and volunteers from and against all claims, demands, damages, losses, causes of action, proceedings, liabilities, expenses and other costs (including but not limited to attorney's fees and costs of defense) arising out of or resulting from the performance of the work, in accordance with the provisions of Section 7 of the Agreement (Contract) between the District and Contractor. The Contractor's obligations herein shall not be abridged, reduced or discharged by the maintenance of insurance by the Contractor.

4.9.2 In any and all claims against the District or any of their agents directors, officers or employees, by any employee of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by an of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 3.21 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefits acts or other employee benefit acts.

4.9.3 The obligations of the Contractor shall NOT extend to the liability of the District, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the District, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

4.9.4 Consistent with Public Contract Code Section 9201, the District shall timely notify Contractor if it receives any third-party claims attributable to the Work, and Contractor shall reimburse District for its reasonable costs in connection therewith. Contractor shall also timely notify District in the event Contractor receives such notice of third-party claims attributable to the Work.

ARTICLE 5
SUBCONTRACTORS

5.1 SUBCONTRACTORS

5.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

5.1.2 Nothing contained in the Contract Documents shall create any contractual relation between the District and any Subcontractor.

5.2 SUBCONTRACTS

5.2.1 Subcontracting or subletting any part of the Contract shall be made only in accordance with the provisions of Sections 4100 to 4113 inclusive, of the Public Contract Code of the State of California.

5.2.2 The District will deal only through the Contractor who shall be responsible for the proper execution of the entire work.

5.3 RELATION OF CONTRACTOR AND SUBCONTRACTOR

5.3.1 The Contractor shall be bound to each of his subcontractors by the provision of the Contract and shall bind each of his Subcontractors to comply with and be governed by the provisions of the Contract and to assume all the obligations there-under which the Contractor has assumed in his contract with the District, insofar as said provisions and obligations are applicable to the work which the Subcontractor agrees to perform for the Contractor.

5.3.2 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractor to the Contractor by the same terms of the Contract insofar as applicable to the work of Subcontractor and to give the Contractor the same power as regards terminating any Subcontract that the District may exercise over the Contractor under any provision of the contract.

5.4 PAYMENTS TO SUBCONTRACTORS

- 5.4.1 Contractor shall pay each Subcontractor, upon receipt of payment from the District, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's work. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.
- 5.4.2 If the District fails to issue a Certificate for Payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand, made at any time after the Certificate for Payment should otherwise have been issued, for his work to the extent completed, less the retained percentage.
- 5.4.3 The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor and he shall require each Subcontractor to make similar payments to his Subcontractors.
- 5.4.4 The District may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.
- 5.4.5 The District shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

ARTICLE 6 SEPARATE

CONTRACTS

6.1 DISTRICT'S RIGHT TO AWARD SEPARATE CONTRACTS

- 6.1.1 The District reserves the right to award other contracts in connection with other portions of the Project under these or similar Conditions of Contract.

6.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

- 6.2.1 The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

- 6.2.2 If any part of the Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the District any apparent discrepancies or defects in such work that render it unsuitable for such proper execution of their work, and shall properly connect and coordinate his work with theirs.
- 6.2.3 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 SUCCESSORS AND ASSIGNS

- 7.1.1 The District and the Contractor each binds himself, his partners, directors, officers, successors, assigns and legal representatives to the other party hereto and to the partners, directors, officers, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the District.

7.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK

- 7.2.1 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the District may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy District may possess, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the District's additional services made necessary by such default, neglect or failure. The District must approve both such action and the amount charged to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District.

7.3 ROYALTIES AND PATENTS

7.3.1 The Contractor shall pay all royalties and license fees, shall defend all suits or claims for infringement of any patent rights, and shall indemnify and save the District harmless from loss on account thereof.

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.4.1 Simultaneously with the execution of the Contract, the Contractor shall furnish and file a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract price and a Labor and Material Bond in an amount of not less than one hundred percent (100%) of the Contract price.

7.4.2 The Labor and Material Bond shall provide for amounts due under the Unemployment and Insurance Act with respect to such work or labor as set forth in Section 4204 of the Government Code of the State of California.

7.4.3 Contractor shall use the forms provided with these specifications or otherwise satisfactory to the District in form and substance. The bonds shall be secured by a surety company satisfactory to the District.

7.5 OCCUPANCY

7.5.1 The District, subject to the Contractor's approval, may occupy a portion of the building prior to its completion. The District will, prior to such partial occupancy, give notice to the Contractor thereof, and such occupancy shall be based on the following terms:

7.5.2 The one-year (1) guarantees shall not begin to run until the final acceptance of all work under the Contract.

7.5.3 The occupancy of any portion of the work shall not constitute an acceptance of work not performed in accordance with the Contract Documents or relieve the Contractor of liability to perform any work required by the Contract but not completed at time of occupancy.

7.5.4 The Contractor shall not be required to furnish heat, light, or water used in the portions occupied without proper remuneration therefore.

7.6 GUARANTEE

7.6.1 The Contractor shall be held responsible for and must make good defects, through faulty, improper or inferior workmanship or materials, arising or discovered in any part of his Work for a minimum of one-year (1), or longer if specified or required elsewhere, after completion and acceptance of his work. The Bond for Faithful Performance, furnished by the Contractor, shall cover such defects and protect the District against them.

7.6.2 The Contractor shall be responsible for all damage to any part of the project Work caused by leaks, breaks, or other failure due to faulty material or workmanship within a period of one-year (1) after completion and final acceptance.

7.6.3 All guarantees must be submitted to the District before the final installment of the Contract will be approved for payment.

7.7 TESTS

7.7.1 The District shall select the testing laboratory to perform required inspections and tests.

7.7.2 When additional inspections and tests become necessary because of the manner in which the Contractor executes his work, such as inspections and tests at transit- mix concrete plants, test of materials substituted for previously accepted materials, and retest(s) made necessary by failure of work or materials to comply with the requirements of the Contract Documents. The cost of these tests will be paid for by the Contractor.

7.8 DISPUTE RESOLUTION

7.8.1 All public works claims, disputes and other matters in question in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less arising out of, or relating to, this Contract or the breach hereof, shall be resolved in accordance with Public Contract Code Section 20104 et seq. Any disputes in excess of said amount shall be resolved through arbitration between the parties held in accordance with Code of Civil Procedure Section 1280 et seq. Any dispute proceedings shall be held in the County of Ventura.

ARTICLE 8

TIME

8.1 TIME

8.1.1 The contract Time is the period of time allotted in the Contract Documents for completion of the work.

8.1.2 The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Agreement or such other date as may be established therein.

8.1.3 Date of Substantial Completion of Work or designated portion thereof, is the Date certified by District when construction is sufficiently complete, in accordance with Contract Documents, so District may occupy the work or designated portion thereof for the use for which it is intended.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall carry the work forward expeditiously with adequate forces and shall complete it within the contract Time specified in the Notice To Proceed.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the District or by any officer, director or employee of either, or by any separate contractor employed by the District, or by changes ordered in the work or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the District pending arbitration, or by any cause which the District determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the District may determine.

8.3.2 All claims for extension of time shall be made, in writing; to the District no more than ten (10) days after the occurrence of the cause of delay; only one claim is necessary.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 SCHEDULE OF VALUES

- 9.1.1 Before the first Application for Payment, the Contractor shall submit to the District a Schedule of Values of the various portions of the Work, aggregating the total Contract Sum, divided so as to facilitate payments to Subcontractors. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when approved by the District, shall be used only as a basis for the Contractor's Applications for Payment.

9.2 PROGRESS PAYMENTS

On or about the first day of each month, the Contractor shall submit to the District an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the District may require, for ninety percent (90%) of all work performed during the preceding month.

- 9.2.1 If payments are to be made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of Bills of Sale or such other procedures satisfactory to the District to establish the District's title to such materials or equipment or otherwise protect the District's interest including applicable insurance and transportation to the site.
- 9.2.2 The Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the District upon the receipt of such payment by the Contractor, free and clear of all liens, claims security interests or encumbrances. No work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor; or by any person performing the work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- 9.2.3 Review and payment of progress payments are subject to the provisions of Public Contract Code Section 20104.50.

9.3 CERTIFICATES FOR PAYMENT

9.3.1 The issuance of a Certificate for Payment will constitute a representation by the District, based on his observations at the site and the data comprising the Application for Payment that the work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, and that the as-built drawings are being currently maintained.

9.3.2 After the Certificate for Payment has been received and processed, the District shall make payment in the manner provided in the Agreement. Retention proceeds are subject to the provisions of Public Contract Code Section 7107.

9.3.3 No Certificate for a Progress Payment, nor any progress payment nor any partial or entire use or occupancy of the Project by the District, shall constitute an acceptance of any work not in accordance with the Contract Documents.

9.4 PAYMENTS WITHHELD

9.4.1 The District may decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the District from loss, because of defective work not remedied, failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment or unsatisfactory prosecution of the work by the Contractor.

9.5 SUBSTANTIAL COMPLETION

9.5.1 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Allocation for Payment, the District will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections the work has been completed in accordance with the terms and conditions of the Contract Documents and that ninety percent (90%) of the Contract amount is due and payable. The District shall then file the Notice of Completion.

9.6 FINAL PAYMENT

9.6.1 The ten percent (10%) retention payment, called the Final Payment, shall be paid when all work of the Contractor on all construction on which he is required to perform any of said work is fully accepted by the District, but not less than 35 days after the Notice of Completion has been recorded. Such payments shall be of an amount equal to the balance of the Contract Price. Release of the final payment is also subject to the provisions of Public Contract Code Section 7107.

9.7 LIENS

9.7.1 Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the District a complete release of all liens, arising out of this Contract and an affidavit that so far as he had knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the District, to indemnify him against any lien. Contractor shall refund to the District all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ARTICLE 10

EMPLOYMENT AND WAGES

10.0 EMPLOYMENT QUALIFICATIONS

10.1.1 No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution, and no inmate of any institute for mental defectives, shall be employed to perform any work under this Contract. No person whose age or physical condition is such as to make his employment dangerous as to his health or safety of others shall be employed to perform any work on the Project under this Contract, provided that this sentence shall not operate against the employment of physically handicapped persons otherwise employable, where such persons may be safely assigned to work which they can ably perform.

10.1.2 The Contractor and Subcontractor shall comply with all the provisions of the California Labor Code relating to the employment of aliens.

10.2 WAGE RATES

10.2.1 Pursuant to Articles 1 and 2, Chapter 1, Part 7, Division 2 of the California Labor Code, the District has ascertained the general prevailing rate of hourly wages in the locality in which the work on the project is to be performed for each craft or type of workman or mechanic needed to execute the Contract. The prevailing wages so determined are stipulated in the specifications.

10.2.2 The Contractor shall forfeit to the District, as a penalty the sum of Fifty Dollars (\$50.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated prevailing rates for any work done under this Contract by him or by any Subcontractor under him. [Labor Code Section 1775]

10.2.3 Eight (8) hours of labor shall constitute a legal day's work and forty (40) hours a legal week's work, upon all work done hereunder. The Contractor shall comply with Article 1 and 3 of Chapter 1, Part 7, and Division 2 of the California Labor Code relative to working hours. It is further expressly stipulated that the Contractor shall forfeit to the District as a penalty Twenty-five Dollars (\$25.00) for each workman employed in the execution of this Contract, or by any Subcontractor under this Contractor, for each calendar day during which said workman is required or permitted to labor more than eight (8) hours a day or forty (40) hours a week in violation of the provisions of said Article 1 and 3 of the California Labor Code. [Labor Code Section 1813]

11.0

**ARTICLE 11
PROTECTION OF PERSONS AND PROPERTY SAFETY
OF PERSON AND PROPERTY**

11.1.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all employees on the work and all other persons who may be affected thereby; all the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. As set forth in Section 8 of the Special Conditions, Contractor is responsible for the security of all equipment, materials and other items stored at the Site to be used by Contractor in performing the Work.

11.1.2

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Unless designated otherwise by Contractor, Contractor's Superintendent shall serve as Contractor's safety officer at the Site

- 11.1.3 The Contractor shall furnish and erect temporary fences around the areas, as indicated on the drawings, and elsewhere where required for protection of the work or school pupils, and to prevent unauthorized persons from entering the construction area. Fences shall be 6' high above grade. Necessary gates for access to the buildings shall be placed where directed by the District.
- 11.1.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, and Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the District or anyone employed by either of them or for whose acts either of them may be liable and not attributable to the fault or negligence of the Contractor.
- 11.1.5 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.
- 11.1.6 The provisions of Public Contract Code Section 7104 (relating to notice of latent or hazardous conditions) and Labor Code Section 6705 (relating to trench excavation plans for worker safety) are incorporated herein by reference as if set forth in full.

ARTICLE 12

INSURANCE

LIABILITY INSURANCE

During the performance of the work of the Contract and until completion thereof and its acceptance by the District, the Contractor at his own cost, shall provide and maintain such General Liability (including operations, products and completed operations), Automobile, Property Damage Insurance, and Extended Coverage (all as specified herein) as shall protect Contractor, and the District, from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from all operations under this Contract.

- 12.1.2 The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.
- 12.1.3 The Contractor and all Subcontractors shall each provide and maintain the following minimum amounts of insurance:
- 12.1.4 General Liability Insurance (including operations, products and completed operations): One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Work/location or the general aggregate limit shall be twice the required occurrence limit.
- 12.1.5 Automobile Liability: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- 12.1.6 Workers' Compensation: As required by the State of California.
- 12.1.7 Employers' Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- 12.1.8 If Contractor maintains higher limits than the minimums shown herein, the District shall be entitled to coverage for the higher limits.
- 12.1.9 Coverage shall be at least as broad as:
- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CGOO 01)
 - b. Insurance Services Offices Form No. CA 00 01 covering Automobile Liability, code 1 (any auto)
 - c. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.
- 12.1.10 Any deductibles or self-insured retentions must be declared to and approved by the District. At District's option, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, directors and employees; or Contractor shall provide a financial guarantee satisfactory to District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 12.1.11 The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- a. The District, and its officers, directors and employees are to be covered as insured's with respect to liability arising out of or automobiles owned, leased, hired or borrowed on behalf of Contractor; and with respect to 1

liability arising out of work or operations performed by or on behalf of the Contractor including parts, equipment or materials furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 11 85 or equivalent) to the Contractor's insurance policy, or as a separate owner's policy.

- b. For any claims related to this Project (Work), the Contractor's insurance coverage shall be primary insurance as respects the district, and its officers, directors and employees. Any insurance or self-insurance maintained by the District or its officers, directors or employees shall be in excess of Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the district.

- 12.1.12 Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to effectuate this waiver of subrogation.
- 12.1.13 The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, and its employees, agents and subcontractors.
- 12.1.14 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to the district.
- 12.1.15 Contractor shall furnish District with original certificates and endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on forms otherwise acceptable to the District, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- 12.1.16 Contractor's compliance with these provisions does not modify or eliminate in any way Contractor's indemnity and defense obligations as set forth elsewhere in these Contract Documents.

ARTICLE 13

CHANGE IN THE WORK

13.0 CHANGES

13.1.1 The District, without invalidating the Contract, may order Changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the work shall be authorized by Change Orders and shall be executed under the applicable conditions of the Contract Documents.

13.1.2 A Change Order is a written order to the Contractor signed by the Owner and the District issued after the execution of the Contract, authorizing a Change in the work or an adjustment in the Contract Sum or the Contract Time.

13.1 COST DETERMINATION

13.1.1 The value of any such extra work or change shall be determined by estimate and acceptance in a lump sum, by unit prices named in the Contract, or by cost and percentage. For any item involved in the changes for which unit prices have not been duly established the Contractor shall proceed on a time and material basis and shall keep an accurate account of the cost of such work and present it in such form, at such time and substantiated by such supporting papers and information as the District may require. To such items of cost there shall be added, for extra work performed, the following allowance for overhead and profit combined:

13.1.2 Fifteen percent (15%) of the net extra cost of labor and items incidental to labor, whether furnished by the Contractor or Subcontractor.

13.1.3 Eight percent (8%) of the net extra cost of material delivered to the site, including local sales taxes if any, whether furnished by the Contractor or Subcontractor.

13.1.4 Six percent (6%) of the net extra cost (including any overhead and profit allowed by the Contractor to the Subcontractor within the percentages above prescribed) to the Contractor of all subcontracted work involved in the change.

13.1.5 The cost shall include all direct and necessary production costs of the work itself, i.e. labor and items incidental to labor (such as general liability and workers' compensation insurance, old age and unemployment insurance, social security), pro-rata charges for foremen, material, and the use of power tools and equipment. Among the items to be considered as overhead and not as cost are supervisor, superintendents, timekeepers, clerks, watchmen, small tools, incidental job burdens and general office expense.

13.2 MINOR CHANGE IN THE WORK

13.2.1 The District shall have authority to order minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the District and the Contractor.

13.3 CLAIMS FOR EXTRA COST

13.3.1 If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, he shall within ten days (10) after the receipt of such instructions, and in any event before proceeding to execute the work, submit his proposal thereto in writing to the District, stating clearly and in detail the basis of his objections. No such claim shall be valid unless so made.

ARTICLE 14

CORRECTION OF WORK

14.0 UNCOVERING OF WORK

14.1.1 If any work should be covered contrary to the request of the District, it must, if required by the District, be uncovered for his observation and replaced at the Contractor's expense.

14.1.2 If any other work has been covered which the District has not specifically requested to observe prior to being covered, the District may request to see such work and it shall be uncovered by the Contractor. If such work were found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the District. If such work were found not in accordance with the Contract Documents, the Contractor shall pay such costs.

14.2.0 CORRECTION OF WORK

14.2.1 The Contractor shall promptly correct all work rejected by the District as defective or as failing to conform to the Contract Document whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the District's additional services thereby made necessary.

14.2.2 If, within one year (1) after the Date of Substantial Completion any of the work is found to be defective or to in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the District to do so unless the District has previously given the Contractor a written notice of such condition. The District shall give such notice promptly after discovery of the condition.

ARTICLE 15

TERMINATION OF CONTRACT

15.0 STOPPAGE OF WORK

- 15.1.1 Should the Contractor be adjudged a bankrupt, or should a petition in bankruptcy be filed against him, or should he make a general assignment for the benefit of his creditors or should an attachment or execution be levied upon the property of the Contractor, or should a receiver be appointed because of his insolvency, or should he persistently or repeatedly fail or refuse to supply enough properly skilled workmen and proper material, or should he fail to make prompt payment to his employees, suppliers, and subcontractors, or should he persistently disregard laws and ordinances and the instructions of the Districts, or should he fail, neglect or refuse to conform to all provisions of the Contract, the District, without prejudice to any other right or remedy it may otherwise have, may thereupon after giving the Contractor and his Sureties seven (7) days written notice, terminate the Contract, enter upon the site of work, take possession of all materials, tools, apparatus, equipment and appliances and complete the work of the Contractor by whatever method it shall determine most advantageous to the District. The Contractor and his sureties shall be liable to the District for any excess cost occasioned to the District thereby.
- 15.1.2 The foregoing provisions for termination of the Contract are in addition to and not in limitation of the right of the District under any other provisions of the Contract or at law.
- 15.1.3 Attention is directed to the provisions of Section 4410 of the Government Code of the State of California which is as follows: "In the event a national emergency occurs, and public work, being performed by the Contract is stopped, directly or indirectly because of the freezing or diversion of materials, equipment or labor, as a result of an order or a proclamation of the President of the United States, or of an order of any Federal Authority, and the circumstances or conditions are such that it is impractical within reasonable time to proceed with a substantial portion of the work, then the District and the Contractor may, by written agreement, terminate said Contract."
- 15.1.4 If the work should be stopped under an order of any court or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the District should fail to issue any Certificate for Payment within seven (7) days after it is due, or if the District should fail to pay to the Contractor within fifteen (15) days after its maturity and presentation, any sum certified by the District or awarded by arbitrators, then the Contractor may, upon seven (7) days' written notice to the District stop work or terminate this contract and recover from the District payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damage.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.0 ADDITIONAL MISCELLANEOUS PROVISIONS

16.1.1 Payroll Records. Contractor shall maintain an accurate payroll record for employees and otherwise comply with all provisions of Labor Code Section 1776; all provisions of the Labor Code relating to apprentices, as set forth in Labor Code Section 1777.5; and any other Labor Code provisions applicable to the Work.

16.1.2 Incorporation of Other Statutory Provisions. Any statutory provision required to be included, but not otherwise actually included, within these Contract Documents is incorporated herein by reference as if set forth in full.

END OF SECTION

SPECIAL CONDITIONS

1.1 SCOPE OF WORK

The work contemplated under this project is furnishing all materials, labor, equipment, tools services, transportation utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds license and permit fees and other costs incidental to the work) required for grading, excavation, fill and re-compaction of site as required, new AC paving sealed and stripped for standard stalls with four (4) accessible van stall, parking bumpers and detectable warning pads at the Pleasant Valley Recreation & Park District's (District) Camarillo Grove Park (Site), located at 6968 Camarillo Springs Road, Camarillo, California 93012.

2.1 TIME OF COMPLETION

The work shall start in April, 2015, exact date to be determined, and completion will be forty-five (45) days from Notice to Proceed.

3.1 LIQUIDATED DAMAGES AND EXTENSION OF TIME

Notwithstanding any liquidated damages provisions as specified in the Agreement, the Contractor and his surety shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, (including but not restricted to) Acts of God, or of the Public Enemy, Acts of the Government, Acts of the District, or Acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delay of subcontractors due to such causes. The Contractor shall within ten (10) days from the beginning of any such delay (unless the District shall grant a further period of time to the date of final settlement of the contract) notify the District, in writing, of the cause of delay, whereupon extend the time for completing the work when in its judgment the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive on the parties hereto.

4.1 SURVEY OF EXISTING CONDITIONS

Prior to starting work the Contractor or his representative shall make a thorough survey of the site, approaches thereto, and condition of said project Site. The Contractor shall notify the District prior to starting the work if any existing condition is unacceptable. The Contractor shall assume all responsibility if any work proceeds without such notification. Start of the work by the Contractor indicates his acceptance and approval of all existing conditions.

5.1 WATER AND ELECTRIC SERVICE

All water and electrical service used on the work site shall be paid for by the District. The Contractor shall furnish the necessary piping from the distribution point to the locations on the site where water is necessary to carry on the work. Upon completion of the work the Contractor shall remove all temporary piping.

The Contractor, at his own expense, shall furnish and install all temporary power equipment, and wiring, and piping necessary to perform the work and shall remove the same upon completion of the work.

6.1 TEMPORARY FENCING

The Contractor shall provide all materials, equipment, tools, and labor as necessary to secure the site with temporary fencing to ensure the safety and security of the personnel, equipment, supplies, and work in progress. Temporary fencing shall be a six foot high chain link fence. Exact location of security fence must be approved by the District.

A temporary lay down area shall be established on the existing asphalt parking lot. The Contractor, with the District's approval, shall define this lay down area in the field and secure with a fence.

7.1 TOILET FACILITIES

The Contractor shall install temporary toilet facilities for use by the workmen during the entire construction period.

8.1 WATCHMAN SERVICES

The Contractor shall provide such watchman services, as he may deem necessary to properly safeguard materials, tools, appliances, and work during all hours that operations under the Contract are not being actively prosecuted. The District will not assume any responsibility for the loss of, or damage to, materials, tools, appliances, or surfacing work, arising from acts of theft, vandalism, malicious mischief, weather, or other causes.

9.1 ENUMERATION OF DRAWINGS

The drawings comprise sheets marked "Pleasant Valley Recreation and Parks District Outdoor Platform Deck at Camarillo Grove Park" dated July 10, 2014, with section numbers as follows:

Sheet No.	Sheet Title
T-1	Title Sheet & Legend
A-0.1	Fire Department and General Notes
A-0.2	Accessibility Notes & Typical Details
A-0.3	Accessibility Notes & Typical Details
A-1.1	Demolition Site Plan & Site Details
A-1.2	Proposed Site Plan & Site Details
A-2.1	Pavilion & Trellis Plan-elevation-Details
S1	Framing Plan
SD-1	Structural Details

10.1 ENUMERATION OF SPECIFICATIONS

The specifications (Project Manual) comprise sheets marked "Grading, AC Paving and Striping, Camarillo Grove Park' dated September 30, 2014, Inclusive of Division 1-General Requirements with assembly section numbers as listed:

DESCRIPTION	SPECIFICATION SECTION
Grading	31 22 00
Excavation	31 23 16
Fill	31 23 23
Asphalt Paving	32 12 16
Parking Bumpers	32 17 13
Painted Pavement Markings	32 17 23
Tactile Warning Surfacing	32 17 26

11.1 PLANS, SPECIFICATIONS, AND DETAILS

A component in one part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists, the governing ranking is:

1. Written numbers and notes on a drawing govern over graphics.
2. A detail drawing governs over a general drawing.
3. A detail specification governs over a general specification.
4. A specification in a section governs over a specification referenced by that section.

If a discrepancy is found or confusion arises, submit an RFI.

12.1 SURVEYS

The District will provide only the location of the horizontal and vertical control. These will be set prior to the commencement of construction. The Contractor shall employ professional engineers or surveyors to perform adequate surveys and staking necessary to construct the Work to the lines, elevations, and grades shown on the Plans and Specifications.

END OF SPECIAL CONDITIONS

HOT MIX ASPHALT PAVING

PART 1 GENERAL

1.01 REQUIREMENT

- A. The Contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor required to complete the work as indicated in the Contract Documents and specified herein.
- B. The following types of pavement shall be covered in this Section:
 1. Paving for utility trenching, parking areas, areas between buildings, adjacent to planting and turf areas, as indicated on Construction Documents.
- C. Related Sections:
 1. Section 705: Compaction Tests
 2. Section 02200: Earthwork

3. Section 02750: Site Work Concrete

1.02 QUALITY ASSURANCE

- A. The work provided herein shall conform to and be in accordance with the Contract Plans, General Conditions/Specifications and Special Provisions, as well as the Standard Specifications for Public Works Construction ("Green Book"), 2006 "Edition with 2007 supplement, adopted by the Southern California Chapter, American Public Works Association; herein referred to as the "Standard Specifications". In case of conflict between the "Standard Specifications", the General Conditions/Specifications and these Special Provisions, the General Conditions/Specifications and these Special Provisions shall have precedence.
- B. The Owner's inspector shall test the temperature of each batch of asphaltic concrete prior to placement. At the time of delivery to the work site, the temperature of mixture shall not be lower than 260 degrees F or higher than 320 degrees F, the lower limit to be approached in warm weather and the higher in cold weather. If asphaltic concrete temperature is not within these tolerances the affected batch shall be rejected. Any and all costs due to the rejected asphaltic concrete shall be the responsibility of the paving contractor.

1.03 ESTABLISHMENT OF GRADES

- A. The Contractor's Surveyor will set grade stakes. The Surveyor shall be a California registered land surveyor or licensed Civil Engineer. The Surveyor shall be hired and paid by the Contractor, and shall be subject to the approval of the Owner. Contractor shall notify the Owner at least 48 hours before staking is to be started. The Owner will determine if work is ready for staking.
- B. All work shall conform to the lines, elevations, and grades shown on the Construction Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the Contractor shall be responsible for any error in the grade of the finished work.
- C. Protect and maintain stakes in place until their removal is approved by the Owner. Grade or location stakes lost or disturbed by Contractor, shall be reset by the Surveyor at the expense of Contractor.
- D. Areas having drainage gradients of 2 percent or more shall have elevation stakes, set with instrument, at grid intervals of 25 feet. Intermediate stakes may be set by using a tightly-drawn string line over the tops of adjacent stakes. Grade stakes must be set at all grade breaks, grade changes, etc.

- E. Areas having drainage gradients of less than 2 percent shall have elevation stakes, set with instrument, at 10 foot intervals. Grade stakes must be set at all grade breaks, grade changes, etc.

1.04 SUBMITTALS

- A. Mix Designs: The CONTRACTOR shall formulate a job-mix formula using the Hveem method in accordance with S.S.P.W.C. Section 203-6.2 and submit it to the ENGINEER for approval. The resultant mixture shall have Hveem properties conforming to S.S.P.W.C. Section 203-6.4.3.
- B. Prior to import, Contractor shall submit written certification to the D.S.A. Inspector that Crushed Miscellaneous Base (CMB) or Crushed Aggregate Base (CAB) does not contain Polychlorinated biphenyls (PCB) above laboratory detection limits when tested in accordance with EPA Method 8082.
- C. Samples:
 - 1. Prior to the delivery of specified aggregate to the site, the CONTRACTOR shall submit samples of the material for the INSPECTOR's acceptance in accordance with S.S.P.W.C. Section 4-1.4. Samples shall be typical of materials to be furnished from the proposed source and in conformance with the specified requirements.
- D. Certificates:
 - 1. Twenty days prior to the delivery of aggregates, asphalt materials, and paving mixes to the project sites, the Contractor shall submit to the Engineer certificates and test results of compliance of such materials with these specifications.
 - 2. Submit certificates of compliance from the supplier for bituminous materials for paint binder, asphaltic concrete and seal coat.
 - 3. Submit weigh master's certificates or certified delivery tickets for each truck load of asphaltic material delivered to the project site.
 - 4. Upon completion of the weed control treatment, and as a condition for final acceptance, furnish a written certificate stating the brand name of the sterilant and the manufacturer, and that the sterilant used had at least the minimum required concentration, and that the rate and method of application complied in every respect with the conditions and standards contained herein.

1.05 QUALITY CONTROL

- A. Asphaltic Concrete Producers Qualifications: Use only materials furnished by a bulk asphaltic concrete producer regularly engaged in production of hot mix, hot laid bituminous concrete.

- B. Applicator Qualifications: Paving machine and roller operators shall be fully trained and experienced in the installation of asphaltic concrete paving on projects of similar size and complexity.
- C. Regulatory Requirements: The quantity of volatile organic compounds (V.O.C.) used in weed killer, seal coat, primer and other materials shall not exceed the limits permitted under the current regulations of the local authorities having jurisdiction.

1.06 ENVIRONMENTAL LIMITATIONS

- A. Do not apply asphalt materials if substrate is wet or excessively damp or if the following conditions are not met:
 - 1. Tack Coats: Minimum surface temperature of 60 deg F.
 - 2. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

1.07 PAVEMENT-MARKING PAINT

- A. Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Base Course Material: Crushed aggregate for the base course shall consist of materials that meet the Standard Specifications for Public Works Construction listed below.
 - 1. Crushed aggregate base per Section 200-2.2, 3/4" max. – this is the preferred choice.
 - 2. Crushed miscellaneous base per Section 200-2.4, fine grade – this is the alternative choice.
 - 3. Prior to import, Contractor shall submit written certification to the Owner's Inspector that Crushed Miscellaneous Base (CMB) or Crushed Aggregate Base (CAB) does not contain Polychlorinated biphenyls (PCB) above laboratory detection limits when tested in accordance with EPA Method 8082.

B. Asphalt Surfacing Materials: Furnish asphalt surfacing meeting the following requirement, furnished from a commercial asphalt central mixing plant.

1. Paint Binder/Tack Coat: Asphalt emulsion shall be CSS-1 or CSS-1h and shall conform to the requirements of SSPWC Section 203-3 Emulsified Asphalt.
2. Asphalt Concrete Composition & Grading:
 - a. Base Course: Asphalt concrete shall conform to the Standard Specifications for Public Works Construction, 2006 Edition, Section 400-4.3, Type III B2, with asphalt content of 4.6% to 6.0%. Asphalt shall be specified by performance grade. Performance grade asphalt on this project must conform to PG 64-10.
 - b. Surface Course: Asphalt concrete shall conform to the Standard Specifications for Public Works Construction, 2006 Edition, Section 400-4.3, Type C3, with asphalt content of 4.6% to 7.0%. Asphalt shall be specified by performance grade. Performance grade asphalt on this project must conform to PG 64-10.
 - c. At least two course shall be laid when the new AC pavement is thicker than 4 inches. The top course shall be a surface course a minimum of 2" (inches) thick.

C. Weed Control:

1. The soils sterilant shall be in accordance with current EPA acceptable standard and the California Department of Pesticide Regulations for soils sterilant. Sterilant shall be selected as appropriate for the environment in which it is to be placed. Contractor shall be licensed with the State of California to apply sterilant. Sterilant shall be commercial grade for commercial application. Payment for soil sterilization will include full compensation for application and all materials and incidental work required.
2. Apply Dow Elanco Spike 80DF, or approved equal, to subgrade prior to asphalt paving at locations shown on plan. Spike 80DF weed control should be applied at the rate of seven pounds per acre. If another manufacturer is used follow their recommendations.

D. Headers and Stakes:

1. Headers: Redwood, Construction Heart Grade, size 2 x 6, unless otherwise indicated on construction drawings.
2. Stakes: 2 x 4 redwood or 2 x 3 Douglas fir, Construction Grade.
3. Nails: Common, galvanized, 12d minimum.

E. Wheel Stops:

1. Precast concrete, smooth and free of pits and rock pockets, providing a minimum 28-day compressive strength of 3,500 psi. Size at least 8 inches wide, 6 inches high and 4 feet long. Reinforce with 2-#5 reinforcing bars 24" long. Provide 2-3/4 inch diameter pre-drilled holes for anchor installation.
2. Bumper Anchors: Provide 1/2-inch diameter x 18-inch long galvanized steel pipe.
3. Bumper Adhesive: Provide adhesive recommended by bumper manufacturer/installer for fastening bumpers to concrete pavement.

PART 3 EXECUTION

3.01 HEADERS

- A. Install headers along edge of bituminous surfacing abutting turf, earth, or planting area, unless indicated otherwise.
- B. Install headers so the bottom surface has continuous bearing on solid grade. Where excavation for headers is undercut, thoroughly tamp soil under the header. Compact backfill on both sides of header to the density of adjacent undisturbed earth.
- C. Fasten headers in place with redwood or Douglas fir stakes of length necessary to extend into solid grade a minimum of 12 inches. Stakes shall be of sound material, neatly pointed, driven vertically, and securely nailed to headers. Space stakes, not to exceed 4 feet on centers with top stakes set one inch below top of header. Provide a minimum of 2-12d galvanized common nails through each stake.
- D. Remove existing headers where new surfacing is installed adjacent to existing surfacing.
- E. Install temporary headers at transverse joints of paving where continuous paving operations are not maintained.
- F. Provide additional stakes and anchorage as required to fasten headers in place.

3.02 SUBGRADE PREPARATION

- A. Subgrade Preparation: It is recommended that the upper 12" (inches) of soils below exterior asphalt pavement, and to a distance of at least 2-feet beyond lateral limits, be over-excavated and consist predominantly of selected and segregated granular material and/or approved imported fill, compacted to a minimum 90 percent relative compaction at near optimum moisture condition and compacted by mechanical means in approximate 6 to 8 inch-thick

maximum lifts. Prior to replacing the over-excavated soils as properly engineered fill, the exposed bottom surface should be scarified to the recommended depth of 6" (inches), moisture conditioned as necessary to achieve optimum moisture content, and then re-compacted in place to a minimum relative compaction of 95 percent.

- B. The compacted surface shall be firm, hard and unyielding. The term "firm, hard and unyielding" as used in S.S.P.W.C. Section 301-1.3 shall mean that when the heaviest construction and hauling equipment used on the project drives over the subgrade, no permanent deformation shall occur either before or during pavement construction. On areas where the underlying material appears to be wet or soft, or where it deflects under wheel loads, the Contractor shall employ excavation and work techniques which do not worsen the subgrade condition.
- C. The above subgrade preparation recommendations are based on the assumption that soils encountered during field exploration are representative of soils throughout the site. However, there can be unforeseen and unanticipated variations in soils between points of subsurface exploration. For this reason, the actual scarification or overexcavation depths will have to be determined on the basis of in-grading observations and testing performed by representatives of the project geotechnical consultant.
- D. Subgrade tolerances: Subgrade for pavement shall not vary more than 0.02' from the specified grade and cross section. Subgrade for subbase or base material shall not vary more than 0.04' from the specified grade and cross section. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met.
- E. Correct irregularities by dressing down or filling as may be required, to bring areas to true subgrade elevations.
- F. Where filling is required, scarify the subgrade to bond the new material to the in place material; use additional material as required, subject to the approval of the Architect, and provided by the Contractor.
- G. Remove excess material from the site to a legal disposal area.

3.03 APPLICATION GENERAL

- A. Finish elevations, extent of asphalt paving and locations of type of asphalt and class of base shall be as indicated and specified herein and on the Construction Documents. Bring subgrade elevations sufficiently below the finish elevations of the paving so as to accommodate the thickness of paving and base.

3.04 STERILANT APPLICATION

- A. Place herbicide below base course. Meet the applicable environmental control requirements. Apply as directed by the manufacturer's printed instructions just before application of the base course. Sterilant shall not be applied within two feet of planting areas.

3.05 APPLICATION OF BASE COURSE

- A. Install base course material, encompassing spreading and compacting, in accordance with the S.S.P.W.C. Section 301-2, Untreated Base.
- B. After preparing the subgrade as specified in 3.5.A, all traffic on the subgrade shall be avoided. Should it be necessary to haul over the prepared subgrade, the CONTRACTOR shall drag and roll the traveled way as frequently as may be necessary to remove ruts, cuts, and breaks in the surface. All cuts, ruts, and breaks in the surface of the subgrade that are not removed by the above operations shall be raked and hand tamped. All equipment used for transporting materials over the prepared subgrade shall be equipped with pneumatic tires.
- C. Continued use of sections of prepared subgrade for hauling, so as to cut up or deform it from the true cross-section, will not be permitted. The CONTRACTOR shall protect the prepared subgrade from all traffic.
- D. Maintain the surface in its finished condition until the succeeding layer is placed.

3.06 PLACING ASPHALT CONCRETE SURFACING

- A. Paint Binder/Tack Coat: A tack coat shall be applied in conformance with S.S.P.W.C. Section 302-5.4.
- B. Asphalt Concrete Pavement:
 - 1. The method of proportioning, mixing, transporting, laying, processing, rolling the material and the standards of workmanship shall conform to the applicable requirements of S.S.P.W.C. Section 302-5 ASPHALT CONCRETE PAVEMENT. At no time shall the coarse aggregate that has segregated from the mix be scattered across the paved mat.
 - 2. The Inspector will examine the base before the paving has begun. The Contractor will correct any deficiencies before the paving is started.
 - 3. Asphalt concrete of the class indicated in Section 2.B.2 shall be laid in courses conforming to S.S.P.W.C. Table 302-5.5(A) unless otherwise stated herein.

4. At least two courses shall be laid when the new AC pavement is thicker than 4 inches. The top course shall be a wearing surface course a minimum of 2 inches thick.
5. Successive courses may be laid upon previously laid courses as soon as the previous course has cooled sufficiently to show no perceivable displacement under equipment or loaded material delivery trucks.
6. Wherever AC pavement does not terminate against a curb, gutter, or another pavement, the Contractor shall provide and install a redwood or pressure treated Douglas fir header at the line of termination.

3.07 FLOOD TESTING

- A. Flood Test: Before seal coat is applied, a water flood test shall be done in the presence of the Inspector. The flooding shall be done by water tank truck. Depressions where the water ponds to a depth of more than 1/8-inch shall be filled or the slope corrected to provide proper drainage. The edges of the fill shall be feathered and smoothed so that the joint between the fill and the original surface is invisible.

3.08 SEAL COAT

- A. Allow new asphalt to cure 30 days before application of seal coat.

3.09 FIELD QUALITY CONTROL

- A. Replace or repair deficient and damaged asphalt paving.
- B. All paving shall drain properly before being accepted. Upon completion, the pavement shall be true to grade and cross section. When a 10 foot straightedge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straightedge more than 1/8 inch, except at intersections or at changes of grade. Any areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. There shall be no variation greater than 1/4 inch plus or minus from a 10 foot straight edge, except at grade changes. The paving material in the area to be repaired shall be removed, by an approved method, to provide a minimum laying depth of 1 inch, or 2 times the maximum size aggregate, whichever is greater, of the new pavement at the join line. Repairs shall not be made to pavement surface by feather-edging at the join lines. All expenses for pavement repair up shall be borne by the Contractor at NO cost to the Owner.

3.010 INSTALLATION OF PARKING BUMPERS

- A. Install bumpers as indicated on the Drawings. On bituminous paving, install anchors through pavement and into the ground a minimum of 12 inches. On

concrete pavement, install bumpers in a continuous bed of adhesive recommended by manufacturer.

3.011 PARKING STALL STRIPES AND/OR PAINTED DIRECTIONS

- A. All stripes and marking shall be per Specification Section 02830: Pavement Marking.
- B. Painted lines and markings on pavement at accessible parking stalls shall be 3-inch minimum wide (blue in color) equal of Color No. 15090 per Federal Standard 595B.
- C. Parking spaces for persons with disabilities shall be marked according to CBC Section 1129B.5.
- D. Tactile warning lines shall be in conformance to CBC Section 1133B.8.4.
- E. Paint curb red at fire lanes.

3.012 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

3.013 CLEAN UP

- A. Clean all debris and unused materials from the paving operation. Clean all surfaces that have been spattered or defaced as a result of the paving operation. Asphalt or asphalt stains which are noticeable upon surfaces of concrete, or materials which will be exposed to view, shall be promptly and completely removed. Cleaning shall be done in a manner that will not result in any discharge of contaminated materials into any catch basin. All expenses for clean up shall be borne by the Contractor at NO cost to the Owner.

END OF SECTION

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Bob Cerasuolo, Acting Park Superintendent

DATE: March 4, 2015

**SUBJECT: CONSIDERATION AND APPROVAL OF THE
REQUEST FOR PROPOSAL FOR PARKING LOT
REPAIRS AT THE COMMUNITY CENTER**

RECOMMENDATION

It is recommended the Board of Directors review and approve the Request for Proposal (RFP) for the asphalt repair work needed to renovate the parking lot located at the Community Center.

BACKGROUND

This Capital Improvement Project was identified and funded in the FY 2013-2018 Capital Improvement Plan Budget. The funding and project are designed to repair and maintain asphalt parking lots, pathways, and surfaces throughout the District.

ANALYSIS

Asphalt parking lots, like any improvement, have a projected service life based on construction methods, maintenance levels, and a number of other factors. The District is responsible for the maintenance and upkeep of over five (5) acres of parking lots. All the lots require maintenance and repair ranging from cleaning and seal coat applications to removing or replacing alligator sections, and complete failures. The systematic repair and maintenance of these required infrastructure items have extended their service life. This project will complete the repair and maintenance at this site and set a starting point for scheduled preventative maintenance practices moving forward.

FISCAL IMPACT

This action has no fiscal impact. The funds for this project are encompassed in the Assessment Budget.

RECOMMENDATION

It is recommended the Board of Directors review and approve the Request for Proposal (RFP) for the asphalt repair work needed to renovate the parking lot located at the Community Center.

ATTACHMENT

- 1) Request for Proposal (5 pages)

**Seal Coat and Stripe Parking
Lot at 1605 E Burnley St
Camarillo, CA**

**Request for Proposal:
Due March 16 2015, 5:00 pm**



www.pvrpd.org • 805-482-1996

Bob Cerasuolo
Acting Parks Superintendent
Pleasant Valley Recreation
and Park District, Camarillo, CA
805-482-5396
bobc@pvrpd.org
www.pvrpd.org

The Pleasant Valley Recreation and Park District (PVRPD) is soliciting proposals from qualified asphalt companies to seal coat the existing parking lot.

SCOPE OF WORK

The District seeks to contract out the Community Center parking lot. The parking lot is approximately 132,000 square feet (sf). The project will require cleaning the lot of loose dirt and debris and repair any areas where needed, then applying a seal coating. Also this will require striping and signage for all applicable areas that are already identified.

BASIC OF SPECIFICATIONS

Unless otherwise noted herein, the basic of specifications for this project shall be the Standard Specifications for Public Works Construction (the "GREEN BOOK"), latest edition.

PROPOSAL PROCESS

The proposal process will consist of a written presentation (three copies). The following shall be included in your written proposal:

1. A breakdown of the work to be done.
2. History of similar projects completed within the last two years, including cost and client contact information.
3. Provide a minimum of three (3) references including service provided, name of agency, contact person, phone number and email.
4. Description of the proposed schedule and the approach that will be used to organize and prepare for the work to be done.

EVALUATION OF PROPOSALS

District staff will review the proposals. The selected contractor will be contacted to let them know they have been awarded the bid.

The evaluation of proposal will be based on the following:

- Completeness and thoroughness of information provided and adherence to deliverables.
- Ability to meet budget, although cost will not be the sole factor.
- Ability to comply with all State, Federal and local regulations.
- Ability to possess a California state license and a City of Camarillo business license and the proper insurance and bonding.

The Pleasant Valley Recreation and Park District Board of Directors will make the final award. No other officer or agent may obligate or bind the District.

CONSTRUCTION SCHEDULE

Within seven (7) days of the District's Contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the anticipated start and completion Dates of the various items of work.

HOURS OF OPERATION

Unless otherwise approved by the Engineer, the Contractor shall not work outside the following Hours of Operation on this Project:

Weekdays (MTWThF): 7:00 AM - 7:00 PM

Weekends (Sat. & Sun.): No Work, unless otherwise approved by the Engineer.

Holidays: No Work. (Holidays are those Holidays observed by the District)

DESCRIPTION

The work to be performed under this Specification, No. 2015-15 consists of furnishing, by the Contractor in accordance with the contract drawings and specifications and subject to the terms and conditions of the Contract, all materials, equipment, tools, labor and incidentals necessary for the construction of the proposed project, complete and in place.

The scope of work to be accomplished by the Contractor under these specifications shall include, but not necessarily be limited to, the following general categories of work: Clearing & Grubbing, including removal or relocation of existing improvements, removals of various surfacing materials including Asphalt Concrete, Concrete, Gravel, etc., Grading and removal of excess soil, Asphalt Concrete Pavement Structural Section, Aggregate Base, Concrete Curb, Concrete Gutter, and associated work.

TIME LINE

Request for Proposals released, Friday, March 6, 2015

Proposals must be received by Monday, March 16 2015, 5:00 p.m.

Presentations for qualified candidates March 17, 2015

Contract award April 1, 2015

Project completion date no later than June 10, 2015

PROPOSAL DEADLINE

The deadline for proposals is **Monday, March 16, 2015, 5:00 p.m.** Proposal must be submitted in a sealed envelope marked ***Community Center Parking Lot***, by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

Please submit three (3) copies of the proposal to:

Bob Cerasuolo, Acting Parks Superintendent
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

ADDITIONAL INFORMATION

For questions contact: **Bob Cerasuolo, Acting Parks Superintendent**
805-482-5396
bobc@pvrrpd.org

White line identifies PVRPD Parking Lot.



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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Bob Cerasuolo, Acting Park Superintendent

DATE: March 4, 2015

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST
FOR PROPOSAL FOR PARKING LOT REPAIRS AT
MISSION OAKS PARK**

RECOMMENDATION

It is recommended the Board of Directors review and approve the Request for Proposal (RFP) for the asphalt repair work needed to renovate the parking lot located at Mission Oaks Park.

BACKGROUND

This Capital Improvement Project was identified and funded in the FY 2013-2018 Capital Improvement Plan Budget. The funding and project are designed to repair and maintain asphalt parking lots, pathways, and surfaces throughout the District.

ANALYSIS

Asphalt parking lots, like any improvement, have a projected service life based on construction methods, maintenance levels, and a number of other factors. The District is responsible for the maintenance and upkeep of over five (5) acres of parking lots. All the lots require maintenance and repair ranging from cleaning and seal coat applications to removing or replacing alligator sections, and complete failures. The systematic repair and maintenance of these required infrastructure items have extended their service life. This project will complete the repair and maintenance at this site and set a starting point for scheduled preventative maintenance practices moving forward.

FISCAL IMPACT

This action has no fiscal impact. The funds for this project are encompassed in the Assessment Budget.

RECOMMENDATION

It is recommended the Board of Directors review and approve the Request for Proposal (RFP) for the asphalt repair work needed to renovate the parking lot located at Mission Oaks Park.

ATTACHMENT

- 1) Request for Proposal (6 pages)

**Seal Coat and Stripe Parking
Lots at 5501 Mission Oaks
Blvd, Camarillo, CA**

**Request for Proposal:
Due March 16 2015, 5:00 pm**



www.pvrpd.org • 805-482-1996

Bob Cerasuolo
Acting Parks Superintendent
Pleasant Valley Recreation
and Park District, Camarillo, CA
805-482-5396
bobc@pvrpd.org
www.pvrpd.org

The Pleasant Valley Recreation and Park District (PVRPD) is soliciting proposals from qualified asphalt companies to seal coat the existing parking lot.

SCOPE OF WORK

The District seeks to contract out the Mission Oaks Park parking lot. The project will require cleaning the lot of loose dirt and debris and repair any areas where needed, then applying a seal coating. Also this will require striping and signage for all applicable areas that are already identified.

BASIC OF SPECIFICATIONS

Unless otherwise noted herein, the basic of specifications for this project shall be the Standard Specifications for Public Works Construction (the "GREEN BOOK"), latest edition.

PROPOSAL PROCESS

The proposal process will consist of a written presentation (three copies). The following shall be included in your written proposal:

1. A breakdown of the work to be done.
2. History of similar projects completed within the last two years, including cost and client contact information.
3. Provide a minimum of three (3) references including service provided, name of agency, contact person, phone number and email.
4. Description of the proposed schedule and the approach that will be used to organize and prepare for the work to be done.

EVALUATION OF PROPOSALS

District staff will review the proposals. The selected contractor will be contacted to let them know they have been awarded the bid.

The evaluation of proposal will be based on the following:

- Completeness and thoroughness of information provided and adherence to deliverables.
- Ability to meet budget, although cost will not be the sole factor.
- Ability to comply with all State, Federal and local regulations.
- Ability to possess a California state license and a City of Camarillo business license and the proper insurance and bonding.

The Pleasant Valley Recreation and Park District Board of Directors will make the final award. No other officer or agent may obligate or bind the District.

CONSTRUCTION SCHEDULE

Within seven (7) days of the contract award, the contractor shall submit a preliminary construction schedule, outlining the anticipated start and completion dates of the various items of work.

HOURS OF OPERATION

Unless otherwise approved by the Engineer, the Contractor shall not work outside the following Hours of Operation on this Project:

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The scope of work to be accomplished by the Contractor under these specifications shall include, but not necessarily be limited to, the following general categories of work: Clearing & Grubbing, including removal or relocation of existing improvements, removals of various surfacing materials including Asphalt Concrete, Concrete, Gravel, etc., Grading and removal of excess soil, Asphalt Concrete Pavement Structural Section, Aggregate Base, Concrete Curb, Concrete Gutter, and associated work.

TIME LINE

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Proposals must be received by Monday, March 16 2015, 5:00 p.m.

Presentations for qualified candidates March 17, 2015

Contract award April 1, 2015

Project completion date no later than June 10, 2015

PROPOSAL DEADLINE

The deadline for proposals is **Monday, March 16, 2015, 5:00 p.m.** Proposal must be submitted in a sealed envelope marked ***Mission Oaks Parking Lot***, by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

Please submit eight (3) copies of the proposal to:

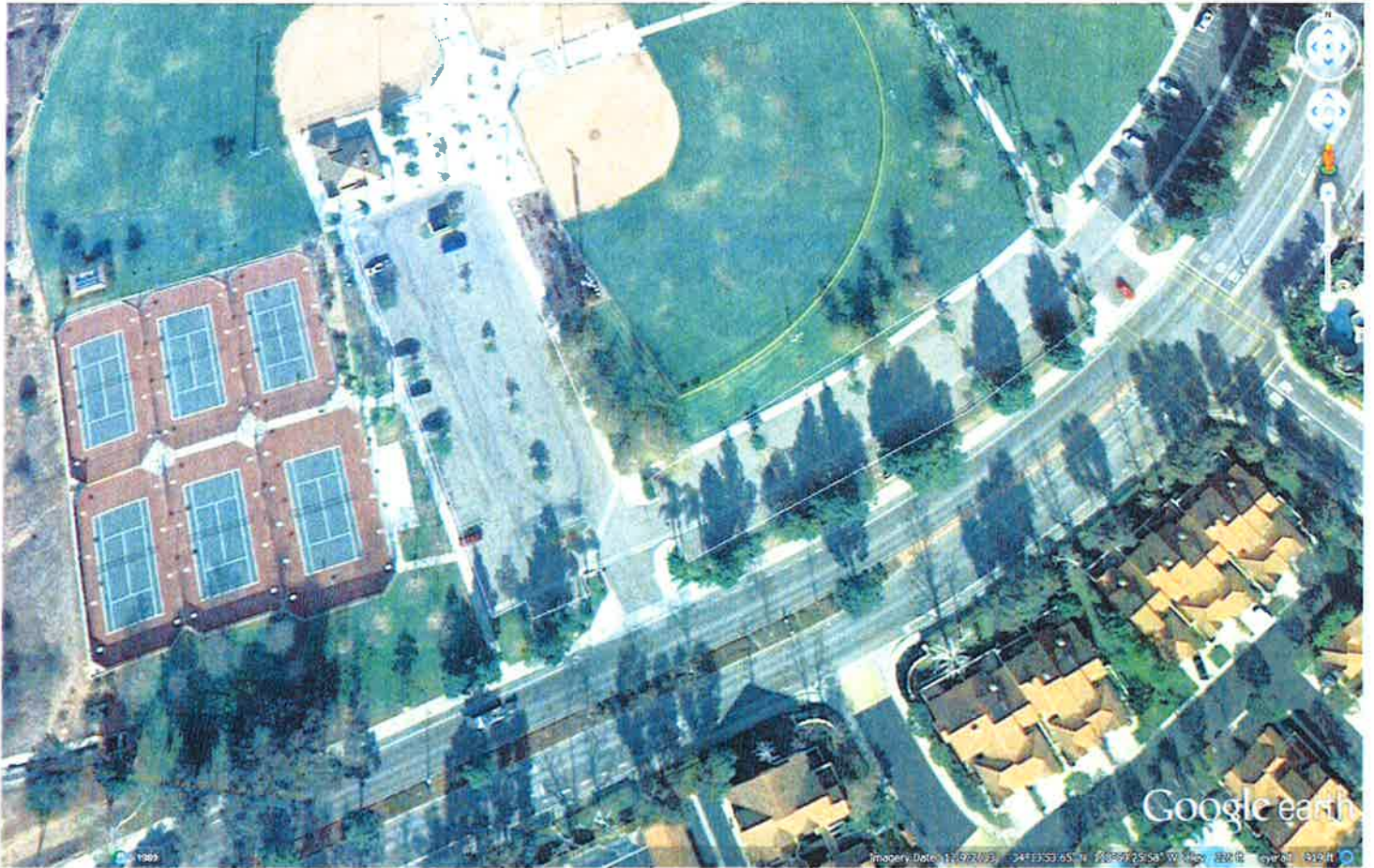
Bob Cerasuolo, Acting Parks Superintendent
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

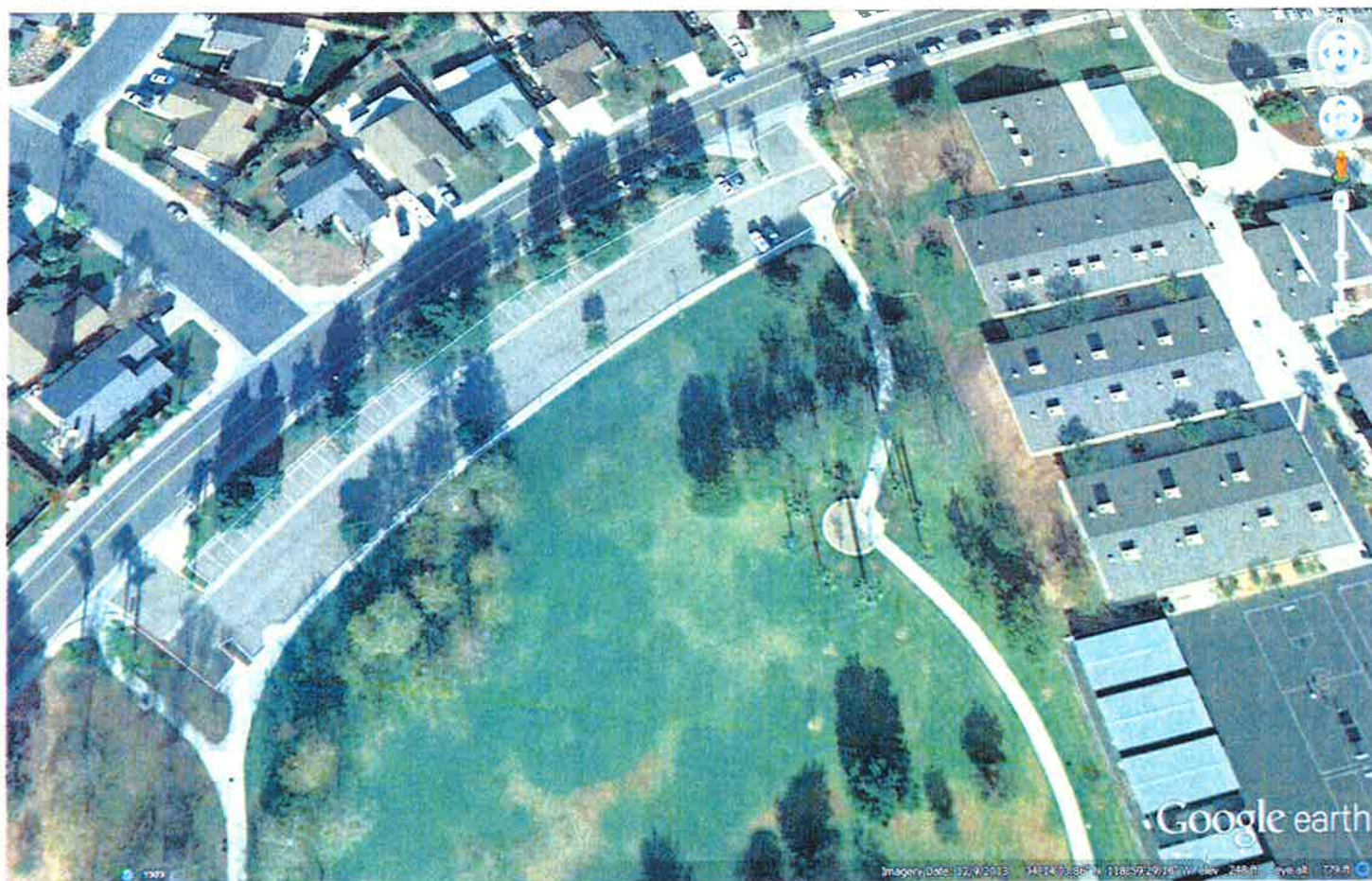
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ADDITIONAL INFORMATION

For questions contact: **Bob Cerasuolo, Acting Parks Superintendent**
805-482-5396
bobc@pvrrpd.org

White line identifies PVRPD Parking Lot.





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

- A. Chairperson Magner
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy/Joint Land Use Study
- D. Standing Committees – Finance, Personnel and Finance
- E. General Manager’s Report