PLEASANT VALLEY RECREATION & PARK DISTRICT COMMUNITY CENTER ADMINISTRATIVE BUILDING, ROOM #6 1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA

BOARD OF DIRECTORS REGULAR MEETING AGENDA November 6, 2024

<u>6:00 P.M.</u>

REGULAR MEETING

NEXT RESOLUTION #779

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

5. PRESENTATIONS A. District Highlights

- 6. PUBLIC COMMENT In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agendized item for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired, the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. <u>Minutes for Regular Board Meeting of October 2, 2024</u> Approval receives and files minutes.
 - **B.** <u>Warrants, Accounts Payable & Payroll</u> District's disbursements dated on or before September 30, 2024.
 - C. <u>Financial Reports</u> Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for September 2024.
 D. Consideration and Approval of Supplus Presents.
 - D. <u>Consideration and Approval of Surplus Property</u> Surplus Property of a 1989 1-Ton Toyota pickup and a 2017 Ford Escape vehicle.
 E. <u>Consideration and Approval of Regular Board of Director Meeting Dates for 2025</u>
 - Scheduling of the regular Board of Director meeting dates for calendar year 2025.
 F. Consideration and Approval of 2025 Part-Time Salary Schedule with Minimum Wage Impact

Approval of the Part-Time Salary Schedule reflecting the minimum wage increase to \$16.50 per hour, per CA Senate Bill 3 passed in 2016.

G. Consideration and Approval of Updated CSDA Bylaws

The California Special Districts Association is updating their bylaws for the first time since 2021 with largely administrative, membership classifications and procedural changes.

H. <u>Consideration and Approval of Request for Proposals for the Freedom Park Restroom</u> <u>Remodel Design</u>

The Quimby Fund (Fund 30) Budget allocates \$500,000 towards the redesign and renovation of the restrooms and concessions stand on the west side of Freedom Park. This Request for Proposals is soliciting professional services to assess, and redesign or replace the comfort station.

8. NEW ITEMS – DISCUSSION/ACTION

A. <u>Consideration and Approval of the California Public Employees' Retirement System</u> (CALPERS) Actuarial Valuation Information Report as of June 2023

The California Public Employees Retirement System (CalPERS) offers a defined benefit retirement plan. Each year an Actuarial Valuation Report is provided to agencies to assist with budgeting retirement benefits.

<u>Suggested Action:</u> A MOTION to direct Staff to continue to work with the Finance Committee on options for reducing future Unfunded Liability Payments and present any options to the full Board for further action.

B. <u>Consideration and Approval for a New Five-Year Landscape Maintenance Contract with</u> <u>ShowScapes, Inc.</u>

A Request for Proposals was sent out on September 5, 2024, for landscape maintenance services at 25 of the District's 28 parks. ShowScapes, Inc. is the recommended bidder.

<u>Suggested Action:</u> A MOTION to authorize and approve the General Manager to enter into a five-year professional services agreement with ShowScapes, Inc. for landscape maintenance at twenty-five of the District's park sites.

C. <u>Consideration and Selection of Playground Equipment and Approval of Bid Award for</u> <u>Playground Installation at Calleguas Creek Park</u>

The FY 2024-2025 Capital Improvement Projects Budget allocated \$400,000 for the replacement of playgrounds, and Calleguas Creek Park has been identified as a priority replacement.

Suggested Actions: A MOTION for the Board to approve the following action items:

- 1. Approve the General Manager to enter into an agreement with Playcore, Inc. dba Play & Park Structures Inc. for the purchase of playground equipment at Calleguas Creek Park for an amount not to exceed either Option #1 or Option #2; and
- 2. Approve the bid from R.E. Schultz for demolition, site preparation, and installation in the amount of either Option #1 or Option #2 and authorize the General Manager to execute the contract with R.E. Schultz to commence the project.

D. <u>Consideration and Selection of Playground Equipment and Approval of Bid Award for</u> <u>Playground Installation at Quito Park</u>

The FY 2024-2025 Capital Improvement Projects Budget allocated \$400,000 for the replacement of playgrounds, and Quito Park has been identified as a priority replacement.

<u>Suggested Actions:</u> A MOTION for the Board to approve the following action items:

1. Approve the General Manager to enter into an agreement with Playcore, Inc. dba Play & Park Structures Inc. for the purchase of playground equipment at Quito Park for an amount not to exceed either Option #1 or Option #2; and

2. Approve the bid from R.E. Schultz for demolition, site preparation, and installation in the amount of either Option #1 or Option #2 and authorize the General Manager to execute the contract with R.E. Schultz to commence the project.

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

The four-year term of the Ventura County arm of the Local Agency Formation Commissions (LAFCo) special district regular member Mary Anne Rooney will expire on December 31, 2024, therefore, needing a replacement member. The District can vote for one of four candidates.

<u>Suggested Action:</u> A MOTION to approve to select and vote for a Ventura Local Agency Formation Commission (LAFCo) special district regular member.

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

- A. Chair Malloy
- B. Ventura County/California Special District Association
- C. Santa Monica Mountains Conservancy
- **D.** Standing Committees Finance
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager's Report
- G. Board Members

10. ADJOURNMENT

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

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

Pleasant Valley Recreation and Park District Community Center Administration Building, Room #6 Minutes of Regular Meeting October 2, 2024

<u>5:00 P.M.</u>

REGULAR MEETING

1. CALL TO ORDER

- A. Recess to Closed Session
- B. Closed Session
 - i. Conference with Real Property Negotiator

The Board of Directors conducted a closed session, pursuant to Government Code section 54956.8, to enable the Board to consider negotiations and to give direction to its negotiators regarding that certain real property, 400 Skyway Dr., Camarillo, CA 93010, APN #230-0-030-055. The Board's real property negotiators, General Manager, Administrative Services Manager, and District Counsel will seek direction from the Board regarding the price and terms for this property.

C. Reconvene into Regular Meeting No report.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

4. AMENDMENTS TO THE AGENDA

General Manager Mary Otten pulled Item 8.A. Consideration and Approval for the Selection and Authorization to Purchase Playground Equipment for Quito and Calleguas Creek Parks.

5. PRESENTATIONS

A. Camarillo Community Band - Dan Rhymes

Dan Rhymes, band manager for the Camarillo Community Band, passed out program samples and information regarding the band and all their events. He introduced Mark Fischer as the new incoming President.

6. PUBLIC COMMENT

Chair Malloy received 9 comment cards. Jeannette Rossling with AYSO requested that the District reconsider the sports turf policy. She asked that the policy and subsequent violations be suspended immediately until there is proof that AYSO youth participants who wear cleats are responsible for turf destruction at Pleasant Valley Fields. Mrs. Rossling stated that the cost of multiple shoes is cost prohibitive for her family and many other families.

Similar comments from 6 of the concerned speakers also included: kids playing in socks for fear of receiving a citation; an invitation for District staff to come to player meetings to explain the policy; a Park Ranger who is shutting gates on parents picking up their children; need for a common-sense approach that works for the District and soccer families; the effect on children not able to play with their team and friends if they do not have the correct shoes; chance that irrigation practices may be a larger factor in turf damage; and turf shoes being more conducive for artificial turf versus real grass.

Kathleen Kelley with Eagles Soccer spoke in support of the sports turf policy and the closures for field rest. She stated that cleats are not a requirement to play soccer and the club has their teams in turf shoes.

Mike Antrim spoke in support of Camarillo Girls Softball (CGSA). He stated that softball fields are a dangerous place to be during games and that the preservation of the field, and safety and health of the players need to be addressed. CGSA has saved over \$100,000 for backstops or covers for protection and would like to start a conversation with the District again.

General Manager Mary Otten stated that since the Sports Turf Policy was not an item on the agenda, she could not specifically address the concerns. Ms. Otten did clarify that the policy was put in place on November 3, 2022 and that it applies to all of the District's four sports complexes. District staff has offered to be at coaches' meetings as needed. The number of tournament teams have been considered to protect the grass but still allow playing time.

7. CONSENT AGENDA

- A. <u>Minutes for Regular Board Meeting of September 4, 2024 and Special Board Meeting</u> of September 12, 2024
- B. Warrants, Accounts Payable & Payroll
- C. Financial Reports
- D. Consideration and Approval of Regular Board of Director Meeting Dates for 2025
- E. Consideration and Approval of Annual Review of District Investment Policy
- F. <u>Consideration and Approval to Issue a Request for Proposals (RFP) for Type II Slurry</u> <u>Seal and Striping at Various Park Parking Lots</u>

Director Dransfeldt requested that Item 7.D. *Consideration and Approval of Regular Board of Director Meeting Dates for 2025* be pulled for discussion. Director Dransfeldt asked that the month of July be considered as a dark month without a board meeting instead of August due to vacations. Ms. Otten stated that the budget process would then be bumped up and have to be adopted in June rather than July. Ms. Otten suggested that staff could look at available dates at City Hall and that she would like to bring the item back for discussion in November.

Chair Malloy called for a motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to approve the Consent Agenda minus Item 7.D.

Motion to Approve Consent Agenda Minus Item 7.A. Voting was as follows: Ayes: Roberts, Dransfeldt, Kelley, Magner, Chair Malloy Noes: Absent:

Carried

Motion: Carried

8. NEW ITEMS – DISCUSSION/ACTION

A. <u>Consideration and Approval for the Selection and Authorization to Purchase</u> <u>Playground Equipment for Quito and Calleguas Creek Parks</u> This item was pulled.

9. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. <u>Chair Malloy</u> – Chair Malloy updated on meetings and special events attended.

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

 $\underline{\text{VCSDA}}$ – Director Magner attended last night's meeting with Chair Malloy and Ms. Otten. $\underline{\text{CSDA}}$ - Director Magner has attended meetings in Sacramento.

C. <u>Santa Monica Mountains Conservancy</u> – Director Dransfeldt stated the next meeting is October 21.

D. <u>Standing Committees</u> – <u>Finance</u> – Chair Malloy reported that there were 3 payrolls in August and that revenue is up and water expenses are up. <u>Personnel</u> – Director Magner stated that minimum wages were discussed.

E. <u>Foundation for Pleasant Valley Recreation and Parks</u> – Director Dransfeldt stated that there will be a Honey Baked Ham fundraiser for November and there over 80 people in attendance at the Party at the Parks event.

F. <u>General Manager's Report</u> – General Manager Mary Otten reported on current projects and studies that staff are working on along with programs and special events. Ms. Otten reminded the Board that the District is working with WCA to remove high risk eucalyptus trees which were originally planted in the 1880's. The District will be planting more trees in the spring. City Hall renovations will be complete in January 2025 and the District hopes to hold board meeting in the chambers by February.

G. <u>Board Members</u> – The Directors updated on the meetings and District events they attended for the month.

10. ADJOURNMENT

Chair Malloy adjourned the meeting at 7:08 p.m.

Respectfully submitted,

Approval,

Karen Roberts Recording Secretary Mark Malloy Chair

Pleasant Valley Recreation and Park District Monthly AP, Payroll, Wire, Online Payment Report September 2024

	Date	Amount	
Accounts Payables:	9/30/2024	\$ 1,158,863.15	
	Total	\$ 1,158,863.15	
Payroll (Total Cost):	9/12/2024	\$ 165,642.85	
,	9/26/2024	\$ 174,283.02	
	Total	\$ 339,925.87	
Payroll AP Payments	9/3/2024	\$ 43,447.18	PERS Health Insurance Premium
	9/3/2024	\$ 3,593.36	Guardian
	9/3/2024	\$ 562.95	VSP
	9/3/2024	\$ 2,135.87	Hartford
	9/12/2024	\$ 19,304.90	CALPERS - Ret-PR 9/12/2024
	9/26/2024	\$ 20,055.10	CALPERS- Ret-PR-9/26/2024
	Total	\$ 89,099.36	
	Grand Total	\$ 1,587,888.38	

CASH REPORT

		9/30/2024 Balance	9/30/2023 Balance
Debt Service - Restricted	\$	154,786.77	\$ 146,269.25
457 Pension Trust Restricted	\$	75,233.00	\$ 71,132.59
Cal CLASS/PW Quimby Fee - Restricted	\$	4,486,553.60	\$ 4,497,229.61
VC Pool Quimby- Restricted	\$	2,725,884.52	\$ 2,579,202.12
Park Impact Fees		2,179,578.79	\$ 2,000,767.77
Miracle League 805	\$	-	\$ 315,255.68
FCDP Checking	\$ \$ \$	-	\$ 13,846.66
Total	\$	9,622,036.68	\$ 9,623,703.68
Semi-Restricted Funds			
Assessment	\$	777,165.20	\$ 1,019,403.44
LAIF - Capital	\$	1,518,214.63	\$ 1,402,761.19
PacWest/CalCLASS - Capital	\$ \$	2,016,503.84	\$ 1,902,566.99
Designated Project	\$	230,484.00	\$ 230,484.00
Capital Reserves	\$ \$	500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$	-	\$ 49,843.80
Contingency - Dry Period	\$	467,337.09	\$ 462,337.09
Contingency - Computer	\$	33,000.00	\$ 25,000.00
Contingency - Repair/Oper/Admin	\$	420,000.00	\$ 320,000.00
Contingency - Compensated Absences	\$	125,000.00	\$ 100,000.00
Contingency - Vehicle Replacement	\$ \$	80,000.00	\$ 30,000.00
Total	\$	6,167,704.76	\$ 6,042,396.51
Unrestricted Funds			
Contingency	\$	4,465,959.03	\$ 3,524,561.58
General Fund Checking	\$	471,812.45	\$ 334,829.07
Total	\$	4,937,771.48	\$ 3,859,390.65
Total of all Funds	\$	20,727,512.92	\$ 19,525,490.84

		10/11/2024 Balance	10/31/2023 Balance
Debt Service - Restricted	\$	154,786.77	\$ 146,902.56
457 Pension Trust Restricted	\$	75,233.00	\$ 71,437.48
Cal CLASS/PW Quimby Fee - Restricted	\$	4,485,348.60	\$ 4,508,540.97
VC Pool Quimby- Restricted	\$	2,725,884.52	\$ 2,604,628.68
Park Impact Fees	\$	2,179,578.79	\$ 2,007,895.32
Miracle League 805	\$	-	\$ 146,315.31
FCDP Checking	\$ \$ \$ \$ \$	-	\$ 13,846.66
Total	\$	9,620,831.68	\$ 9,499,566.98
Semi-Restricted Funds			
Assessment	\$	748,877.54	\$ 560,800.62
LAIF - Capital	\$	1,518,214.63	\$ 1,427,199.77
PacWest/CalCLASS - Capital	\$	2,016,503.84	\$ 1,911,038.65
Designated Project	\$ \$ \$ \$ \$ \$	230,484.00	\$ 230,484.00
Capital Reserves	\$	500,000.00	\$ 500,000.00
Capital - Vehicle Replacement	\$	-	\$ 49,843.80
Contingency - Dry Period	\$	467,337.09	\$ 462,337.09
Contingency - Computer	\$	33,000.00	\$ 25,000.00
Contingency - Repair/Oper/Admin	\$	420,000.00	\$ 320,000.00
Contingency - Compensated Absences	\$ \$ \$	125,000.00	\$ 100,000.00
Contingency - Vehicle Replacement	\$	80,000.00	\$ 30,000.00
Total	\$	6,139,417.10	\$ 5,616,703.93
Unrestricted Funds			
Contingency	\$ \$	3,965,959.03	\$ 3,143,308.73
General Fund Checking	\$	560,074.86	\$ 297,408.84
Total	\$	4,526,033.89	\$ 3,440,717.57
Total of all Funds	\$	20,286,282.67	\$ 18,556,988.48

Bank Reconciliation

Board Audit

User:	CWebster
Printed:	10/07/2024 - 12:06PM
Date Range:	09/01/2024 - 09/30/2024
Systems:	'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General F				

Department: 00 Non Departmentalized

0	AFLAC	AFLAC: BILLING PERIOD AUG 20.	09/03/2024	661.44
0	CALPERS HEALTH	CALPERS: HEALTH INSURANCE S	09/03/2024	43,447.18
0	CALPERS PENSION	CALPERS: PR CONT 9/12/2024 / PL	09/12/2024	19,304.90
0	CALPERS PENSION	CALPERS: PR CONTR 9/26/2024 / P	09/26/2024	20,055.10
0	EMPLOYMENT DEVELOPMENT D	1 EDD: DE88 PMT / PR 9/12/2024	09/12/2024	4,267.34
0	EMPLOYMENT DEVELOPMENT D	1 EDD: DE 88 PMT /PR 9/26/2024	09/26/2024	4,416.48
0	GUARDIAN	GUARDIAN: DENTAL INS SEPT 20	09/03/2024	3,593.36
0	HARTFORD LIFE & ACC. INSURAL	N HARTFORD: LIFE INSURANCE SE	09/03/2024	2,135.87
0	INTERNAL REVENUE SERVICE - O	D IRS: EFTPS 941 PMT / PR 9/12/2024	09/12/2024	27,368.48
0	INTERNAL REVENUE SERVICE - 0	D IRS: EFPTS 941 PMT / PR 9/26/2024	09/26/2024	28,585.63
0	US BANK	US BANK: CAL CARD STMT 8/22/2	09/09/2024	70.00
0	US BANK, NA	US BANK: PV FIELDS LOAN PAYN	09/24/2024	87,637.72
0	VSP	VSP: SEPT 2024 BILLING	09/03/2024	562.95
27335	CAMARILLO QUILTERS ASSOC.	CAM QUILTERS ASSOC: CLEANIN	09/05/2024	300.00
27339	JANET HERRERA	HERRERA, J: CLEANING DEP REF	09/05/2024	300.00
27360	METLIFE INSURANCE CO USA	METLIFE: JUAREZ, JAVIER/SSN 43	09/12/2024	100.00
27368	CAPRI	CAPRI: 2ND QTR WORKERS COM	09/19/2024	54,058.75
27379	ESMERALDA HUIZAR	HUIZAR, E: CLEANING DEP REFU	09/19/2024	50.00
27392	WILWOOD ENGINEERING	WILWOOD ENGINEERING: CLEAN	09/19/2024	150.00
27393	METLIFE INSURANCE CO USA	METLIFE: JUAREZ, JAVIER/SSN 43	09/26/2024	100.00

Total for Department: 00 Non Departmentalized

297,165.20

Department: 03 Recreation

0	AMAZON	AMAZON: NINTENDO SWITCH	09/05/2024	337.48
0	AMAZON	AMAZON: CONTACT PAPER	09/19/2024	37.45
0	B&H FOTO & ELECTRONICS CORI	B&H PHOTO: 3 YRS WARRANTY J	09/19/2024	133.99
0	DEBRA GREENWOOD	GREENWOOD, D: WATER EXERCI	09/19/2024	572.65
0	ESTELA LIZARRAGA	LIZARRAGA, E: AUG CLASSES / 7	09/19/2024	455.00
0	KATIE SHINDEN	SHINDEN, K: KINDERMUSIK / 18 I	09/05/2024	1,029.60
0	MARK TUSLER	TUSLER, M: DRUM CLASS/ 5 ENR	09/05/2024	195.00
0	PATRICIA J. BOLLAND	BOLLAND, P: JAZZERCISE / 23 EN	09/05/2024	643.50
0	SOCAL GAS COMPANY	SCG: SVC DATE 2024-7/23 - 8/22 / A	09/04/2024	1,974.90
0	US BANK	US BANK: CAL CARD STMT 8/22/2	09/09/2024	4,958.47
27328	ADVANTAGE MAILING LLC	ADVANTAGE COLORGRAPHICS: 4	09/05/2024	10,263.39
27334	DEBBIE LEE BAVARO	BAVARO, D: 1 ENROLLED / SEWIN	09/05/2024	64.35
27347	PLAY-WELL TEKNOLOGIES	PLAY-WELL TEK: LEGO CLASS/ 8	09/05/2024	920.79
27349	S & S WORLDWIDE INC	S&S WORLDWIDE: FUSE BEAD PI	09/05/2024	27.86
27350	MARIO SANCHEZ	SANCHEZ, M: HEAD UMPIRE & F(09/05/2024	290.00
27355	VOLUNTEERLOCAL, LLC	VOLUNTEER LOCAL: ANNUAL RI	09/05/2024	1,200.00
27356	AUDREY WALZER	WALZER, A: YOGA CLASS/ 18 ENF	09/05/2024	1,287.00
27357	DUNCAN YOUNG	YOUNG, D: GYMNASTIC CLASS /	09/05/2024	1,131.00
27365	B & B DO IT CENTER	B&B: WHITE STRIPING PAINT/ SC	09/19/2024	185.13
27366	BSN SPORTS, LLC	BSN SPORTS: COMPOSITE SOFTB	09/19/2024	970.00
27372	CSUCI EXTENDED UNIVERSITY	CSUCI: OLLI 2024 SUMMER TASTI	09/19/2024	200.00
27375	CLINTON DINGMAN	DINGMAN, C: FORFEIT FEE 9/8/20	09/19/2024	80.00
27378	DANIEL E HOWARD	HOWARD, D: JU-JITSU CLASS / 3 I	09/19/2024	85.80
27385	BRYAN MONKA	MONKA, B: SOCCER CLASSES / A	09/19/2024	2,197.65

Amount

29,241.01

Total for Department: 03 Recreation

Department: 04 Park

Department: 04 Parks				
0	ADAM WHEAT	WHEAT, A: PANTS REIMB FY 25	09/05/2024	200.00
0	AMAZON	AMAZON: HOME PLATE	09/05/2024	372.75
0	ARAMSCO INC.	ARAMSCO: JANITORIAL SUPPLIE	09/05/2024	2,829.55
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: TICKET# 3281133	09/19/2024	24.90
0	DOG WASTE DEPOT	DOG WASTE DEPOT: 102 CASES B	09/05/2024	4,266.41
0	E.J.HARRISON AND SONS, INC.	E J HARRISON: AUG 2024 BILLINC	09/05/2024	5,739.59
0		FERGUSON: DESCALER/ GLV W/E	09/19/2024	151.90
0	GRAINGER	GRAINGER: EARS PLUGS/SUNSCI	09/05/2024	88.33
0	GRAINGER	GRAINGER: SAFETY/ BIFOCAL RI	09/19/2024	173.63
0	JARED SANTILLAN	SANTILLAN, J: BOOTS REIMB / FY	09/19/2024	250.00
0	JASON ENGLAND	ENGLAND, J: PANTS REIMB/ FY25	09/19/2024	200.00
0 0	JAVIER JUAREZ	JUAREZ, J: PANTS REIMB FY25	09/05/2024	442.43
0	SOCAL GAS COMPANY	SITEONE: IRRIGATION SUPPLIES/ SCG: SVC DATE 2024-7/26 - 8/27 / P	09/19/2024 09/04/2024	10,111.60 237.19
0		SCE: SVC DATE 2024-7/30 - 8/27 / P	09/04/2024	13,563.43
0		SCE SVC DATE 2024-7/50 - 8/27 / F. SCE SVC DATE 2024-8/15 - 9/15 / M	09/03/2024	6,280.09
0	TMOBILE/SPRINT	TMOBILE: AUG 2024 BILLING	09/19/2024	268.50
0		UNITED SITE: DELUXE RR/ SVC L	09/19/2024	415.05
0	US BANK	US BANK: CAL CARD STMT 8/22/2	09/09/2024	15,430.52
0		WATER & SANITATION: SVC DATH	09/06/2024	641.92
0	WEX BANK	WEX: FUEL PURCHASES AUG 202	09/05/2024	5,116.94
27331		AMERICAN AUTOMATIC DOORS:	09/05/2024	1,007.05
27332	AQUATIC SERVICE INC	AQUATIC SERVICE: SVC CHEMIC.	09/05/2024	450.00
27333	B & B DO IT CENTER	B & B: CHAIN OIL / FREEDOM PAI	09/05/2024	1,175.53
27336	CITY OF OXNARD - TREASURER	CITY OF OXNARD: JUL 2024 /REC	09/05/2024	32.41
27337	COUNTY OF VENTURA	COUNTY OF VENTURA: REV DIST	09/05/2024	50.00
27340	HIGHLAND BUSINESS FORMS	HIGHLAND BUSINESS FORMS: PA	09/05/2024	1,773.77
27341	MICHAEL KERKORIAN	KERKORIAN, M: UTILITY COST M	09/05/2024	11,051.09
27344	NAPA AUTO PARTS	NAPA: DOOR HANDLES/CLEANEI	09/05/2024	88.97
27346	PHOENIX GROUP INFORMATION S	PHOENIX: ADMIN/PCSC MAY 2024	09/05/2024	284.75
27348	R & R PRODUCTS, INC.	R & R: MOWER BLADES	09/05/2024	245.61
27352	THE FINISH LINE	THE FINISH LINE: STAFF UNIFOR	09/05/2024	4,860.27
27353	TRAFFIC TECHNOLOGIES LLC.	TRAFFIC TECHNOLOGIES: YELLC	09/05/2024	331.03
27359	CITY OF CAMARILLO	CITY OF CAM: SVC DATE 2024-6/2	09/05/2024	72,568.13
27361	CITY OF CAMARILLO	CITY OF CAM: SVC DATE 2024-7/2	09/11/2024	29,909.10
27364	ASTRA BACKFLOW INC.	ASTRA BACKFLOW: TESTER CAL	09/19/2024	410.83
27365	B & B DO IT CENTER	B&B: BATTERIES FOR BOOTH FAI	09/19/2024	2,187.06
27367	CAMROSA WATER DISTRICT	CAMROSA: SVC DATE AUG 2024 /	09/19/2024	31,873.78
27369		COASTAL PIPCO: IRRIGATION SU	09/19/2024	1,574.51
27371		CRESTVIEW: BILLING DATE AUG DAVE BANG: SLIDE REPLACEME	09/19/2024	123.79
27373	DAVE BANG ASSOCIATES INC.	E.J. HARRISON ROLLOFFS: WOOI	09/19/2024 09/19/2024	8,670.50
27376 27380	E.J. HARRISON ROLLOFFS			2,138.18
27380	KASTLE KARE KEN GRODY FORD	KASTLE KARE: GOPHER MONTH KEN GRODY FORD: 2023 CHEV SI	09/19/2024 09/19/2024	1,200.00 29,543.44
27381	KNORR SYSTEMS INT'L	KNORR SYSTEMS: STRANTROL C	09/19/2024	29,343.44 397.50
27386	NAPA AUTO PARTS	NAPA: SUPPLIES / SHOP	09/19/2024	1,344.11
27390	SUNBELT RENTALS INC.	SUNBELT RENTALS: BACKHOE R	09/19/2024	5,437.15
27391	THE ADJUL CORPORATION	ADJUL CORP: LEE CONSTRUCTIC	09/19/2024	45,210.26
27394	SOARES AUTOMOTIVE INC	SOARES AUTOMOTIVE: VICTORV	09/24/2024	22,549.27
Department: 05 A duni	nistration	Total for Department: 04 Parks	3	343,292.82
Department: 05 Admi	חוזגת מנוסח			
0	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: LEGAL SV	09/05/2024	1,089.50
0	AMAZON	AMAZON: SUPPLIES	09/05/2024	188.07
0	AMAZON	AMAZON: KEYBOARD & MOUSE	09/19/2024	79.23
0	· · · · · · · · · · · · · · · · · · ·	AMILIA: BILLING ACTIVITY /AUC	09/05/2024	6,603.26
0		BIENENSTOCK: BALANCE LOG B	09/05/2024	6,473.99
0	CALPERS HEALTH	CALPERS: HEALTH INSURANCE S	09/03/2024	1,557.47

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	CULLIGAN OF VENTURA COUNTY	CULLIGAN: EQUIP POU COOLER	09/19/2024	35.70
0	GUARDIAN	GUARDIAN: DENTAL INS SEPT 20	09/03/2024	51.49
0	KONICA MINOLTA PREMIER FINA	KONICA MINOLTA: BILLING DATI	09/19/2024	573.19
0	QUADIENT LEASING USA, INC.	QUADIENT: BILL DATES: 7/12-10/1	09/19/2024	522.82
0	SPECTRUM BUSINESS	SPECTRUM: JUL-AUG 2024 BILLIN	09/05/2024	34.21
0	SPRINGBROOK HOLDING CO LLC	SPRINGBROOK: ADV BUDGETIN(09/05/2024	600.00
0	TMOBILE/SPRINT	TMOBILE: AUG 2024 BILLING	09/19/2024	47.80
0	US BANK	US BANK: CAL CARD STMT 8/22/2	09/09/2024	2,209.52
0	VSP	VSP: SEPT 2024 BILLING	09/03/2024	20.85
0	WATER & SANITATION SERVICES	WATER & SANITATION: PMT PRO	09/06/2024	0.75
27327	ACTUARIAL RETIREMENT CONSU	ACTUARIAL RETIREMENT CONSI	09/05/2024	3,300.00
27329	ADVANTAGE TELECOM	ADVANTAGE TELCOM: INTERNE	09/05/2024	736.01
27330	ALLCONNECTED, INC.	ALLCONNECTED: FEITIAN SECUI	09/05/2024	543.15
27343	PAUL LERMA	LERMA,P: HIKE 8/24/2024	09/05/2024	62.50
27351	STATE OF CALIFORNIA DEPT. OF J	STATE OF CA: DEPT OF JUSTICE/.	09/05/2024	32.00
27354	VCSDA	VCSDA: DINNER DUES 8/6/2024	09/05/2024	225.00
27362	ACTUARIAL RETIREMENT CONSU	ACTUARIAL RETIREMENT CONS	09/19/2024	750.00
27363	ADVANTAGE TELECOM	ADVANTAGE: PHONE SVC / SEPT	09/19/2024	850.98
27365	B & B DO IT CENTER	B&B: 5 CENTS CRV COLLECTED &	09/19/2024	0.05
27370	COMMUNITY MEMORIAL HEALTH	CMHC: HEALTH SCREENING / BA	09/19/2024	95.00
27374	DIGITAL ASSURANCE CERTIFICAT	DIGITAL ASSURANCE CERT: ANN	09/19/2024	2,500.00
27383	LENOVO (UNITED STATES) INC.	LENOVO: THINK CENTRE GEN 3	09/19/2024	5,553.67
27384	PAUL LERMA	LERMA,P: HIKE 9/14/2024 / CAM G	09/19/2024	62.50
27388	PRODUCTIVE PARKS LLC	PRODUCTIVE PARKS: 1 ADDED Y	09/19/2024	332.50

Total for Department: 05 Administration

35,131.21

Total for Fund:10 General Fund

704,830.24

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessm	ent Fund			
Department: 00 No	on Departmentalized			
0	US BANK, NA	US BANK: PV FIELDS LOAN PAYN	09/24/2024	460,554.69
27338	EXECUTIVE FACILITIES SERVICES	EXECUTIVE FACILITIES: JANITOF	09/05/2024	1,490.60
27345	NATURAL GREEN LANDSCAPES, I	NATURAL GREEN LANDSCAPE: S	09/05/2024	16,659.27
27377	EXECUTIVE FACILITIES SERVICES	EXECUTIVE FACILITES: JANITOR	09/19/2024	8,219.52
27387	NUTRIEN AG SOLUTIONS, INC	NUTRIEN: FERTILIZER / CAM GR(09/19/2024	4,263.00
27389	SHOWSCAPES, INC	SHOWSCAPES: LANDSCAPE SVC	09/19/2024	21,373.33
		Total for Department: 00 Non De	epartmentalized	512,560.41
		Total for Fund:20 Assessment Fu	ind	512,560.41

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park De Department: 00	edication Fund			
0 27342 27361	US BANK LAUTERBACH & ASSOCIATES, INC CITY OF CAMARILLO	US BANK: CAL CARD STMT 8/22/2 LAUTERBACH & ASSOCIATES: SV CITY OF CAM: SVC DATE 2024-7/3	09/09/2024 09/05/2024 09/11/2024	970.48 10,051.00 245.48
		Total for Department: 00		11,266.96
		Total for Fund:30 Park Dedication	on Fund	11,266.96

1,228,657.61

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Montune Image Montune		-OVI	LOCAUOII	Describtion	Duugeren	Expended	Awarucu	Dalalice		Date	Assigned
	FAIRFIELD LLC			_	_	-			_	1/31/2020	
	Public Hearing 11/7/2018	-	Freedom	Freedom Baseball Fields- Non- Contract Cost		504,121.78			11/7/2018		8459
		2	Freedom	Freedom Baseball Fields- Contract Cost	1,100,000.00	411,628.87					
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	Mid-Year Budget Adj 2/5/2020	4	PV Fields	Fertuzer Injector System	60,000.00	50,788.90					8478
		~ v		Senior and Community Rec Fac Project	× •	58,414./1					1168
i Committy control Committy contro Committy contro		0 1-		Community Center Kitchen Exnansion	250.000.00	280.649.20					8480
				Community Center Classroom and Auditorium							
		8		Enhancements							
		6		Freedom Park Parking Lot Enhancement							
		10		Freedom Park Landscape and Walking Path							
Like Constraint Like Constraint Big All All All All All Big All All All All All All All All Big All All All All All All All All All Al		Ξ		Camarillo Grove Nature Center							
					1,910,000.00	1,952,940.20					
1 Tranue, 10 Control, 100 Control, 100 Control, 100 100	ELACORA MISSION OAKS									8/8/2021	
3 Indifficities Invalues Induction Intervalue 5 1000000 5 1000000 5 9		-	Encanto	PG Equipment Installation	~	189.887.74	L	l	11/3/2016		
1 0 000000 5 1400000 5 045000 64	Budget Allocation 11/5/2020	2	Arneill Rch Pk		1.500.000.00	1.496.641.96			11/5/2020		8464
4 Control 5	Budget Allocation 7/7/2021	۰ ۱			1,400,000.00	318,109.50					8493
$ \left \begin{array}{c c c c c c c c c c c c c c c c c c c $)	4		Camarillo Nature Center	300,000.00	1					
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1 Marvanue Ma	Dublic Hearing 7/5/2018	-	Valle I indo	Valle I indo BR/Pavillion*	425 000 00	17 368 30				1707/01/8	8444
3 Nucy Bach Ponchan 5 66 (0010) 5 31,317,4 5 34,103,18 4 A Commony Contrac Thacoron and Authorina 5 94,16 5 34,103,18 7 P Commony Contrac Thacoron and Authorina 5 99,16 5 34,1412 7 P Commony Contrac Thacoron and Authorina 5 33,310 5 34,1412 1 P Commony Contrac Thacoron and Authorina 5 33,310 5 34,1412 2 P Commony Contrac Thacoron and Authorina 5 33,3210 5 34,1412 2 P Commony Contrac Thapovencist 5 33,3210 5 34,1412 2 P Commony Contraction 5 33,3210 5 34,1412 2 P Commony Contraction 5 33,3210 5 34,1412 2 P P P P P P 9 34,1412 1 P P P <td>Public Hearing 7/5/2018</td> <td>2</td> <td>Mel Vincent</td> <td></td> <td>139.500.00</td> <td>166.253.78</td> <td></td> <td></td> <td></td> <td></td> <td>8460</td>	Public Hearing 7/5/2018	2	Mel Vincent		139.500.00	166.253.78					8460
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	Public Hearing 7/5/2018	ę	Nancy Bush		65,000.00	31,537.74					8447
4 Des Carninas Expension and ADA 5 -0416 5 233,340.2 1 1 2 5 233,340.2 5 233,340.2 1 1 1 2 3 3 3 3 1 1 1 2 3				Community Center Classroom and Auditorium							
5 Dos Cambos Expansion and ADA 5 629:500.0 5 231,108.09 5 233,241.02 1 Comminy Center Impovements 5 33,242.00 5 33,242.00 5 33,242.00 2 Comminy Center Impovements 5 33,242.00 5 33,242.00 5 33,242.00 1 Comminy Center Impovements 5 7.0484.00 5 2.043,410 5 35,242.00 1 Moli-Generation Center 5 7.0484.00 5 2.044.40 5 35,242.00 1 Moli-Generation Center 5 7.0484.00 5 1.046.000 5 35,44.00 1 Moli-Generation Center 5 1.000.000.00 5 2.044.47.45 5 364.47.46 1 A A 5 1.000.000.00 5 2.044.47.45 5 364.44.46 1 A A 5 2.044.47.45 5 2.044.47.45 5 347.65.000 1 A A		4		Enhancements	~	949.16					8513
		s		Dos Caminos Expansion and ADA	8						
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$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	Public Hearing 3/6/2024			Community Center Impovements	35,242.00						
1 Nulli-Generation Center 5 70,484,00 5 10,000,00 5 11,264,500,00 71,520,00 1 Multi-Generation Center 5 1,000,000,00 5 1,264,500,00 71,244,500,00 71,520,00 1 Autor 5 1,000,000,00 5 2,840,417,45 5 1,244,500,00 71,520,00 1 1 2 2,840,417,45 5		7		Freedom Pickleball Courts	00.747,00						
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1 Multi-Generation Center 5 1,000,000 5 - 6 1,245,000 7/52,030 1<	SHEA HOMES									11/21/2024	
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S 7,552,196,25 S 4,826,009,63 S 12,038,447,75 S											
	Grand Total				7,552,196.25	4,826,009.63	12,038,447.75				

Pleasant Valley Recreation and Park District Park Impact Fee's Collected

FY2022				
Date Received	Amount		Applicant	Project
10/28/2021	\$	158.40	Square One Arch	Messner Filtration
12/20/2021	ъ \$	6,983.00	Art Wahl	Stern Residence
12/21/2021	ъ \$,		
3/23/2022	ծ \$	158,222.80 6,983.00	Levon Ghukasyan Crestview Ranch	Village at the Park
		,	Clesiview Ranch	Spanish Hills Estates
Total Received	•	172,347.20		
Interest Earned	•	11.90		
PVRPD Administrative Fee	•	(3,446.94)		
City Administrative Fee FY2023	÷Ф	(3,446.94)		
Date Received	Amount		Applicant	Project
9/29/2022		218.40	••	Wedgewood Weddings
1/10/2023	\$ \$	7,712.79	Travis Rodriguez	Jenkins Residence
3/6/2023	ъ \$	7,712.79	Michael Dubin	600 Corte Corride
3/0/2023 4/25/2023		187.98	Daiva McBride	House of Bamboo
	ድ		Phineas Turner	
4/28/2023	\$ \$ \$	7,712.79		RPD-206 Balabia Eucl Contar
5/4/2023	ծ \$	69.81 17 511 56	Sustainability Engineering Group RJ Rieves	Ralph's Fuel Center
5/24/2023	ծ Տ	17,511.56		Rexford Ind.
5/26/2023 Total Received	•	7,945.00	Siamak Rezvani	Crestview
Interest Earned	•	49,071.12		
	+	5,998.78		
PVRPD Administrative Fee		(981.42)		
City Administrative Fee	а Ф	(981.42)		
Date Received	Amount		Applicant	Proiect
9/7/2023	\$	1,771,314.00	Grant Williams	RPD-201 Camino Ruiz
11/30/2023	ч \$	2.060.00	Dillon Merchant	Chick Fil-A
3/5/2024	ч \$	660.00	Mahdi Rezvan	Arneill Pharmacy
3/18/2024	ч \$	18.577.89	Robert Goetsch	IPD-405
3/26/2024	φ \$	21,706.91	Charles Sandlin	Gleson/Dawson Self Storage
YTD Received	•	1,814,318.80	Charles Sandin	Gleson/Dawson Sen Storage
YTD Interest Earned	+	93,232.69		
PVRPD Administrative Fee	+	(36,286.38)		
City Administrative Fee		,		
Balance as of 6/30/2024		(36,286.38) 2,126,123.77		
FY2025	Ψ	2,120,123.77		
Date Received	Amount		Applicant	Project
7/19/2024	\$	8,159.33	••	PR-1061
7/19/2024	э \$	8,159.33	Travis Rodriguez	PR-1062
7/19/2024	φ \$	8,159.33	Connor Christ	PR-1063
1/13/2024	Ψ	0,109.00		1131000
YTD Received	\$	24,477.99		
YTD Interest Earned	+	28,977.03		
	- -			
Balance as of 9/30/2024	\$	2,179,578.79		

5-Year Findings Report Due	FY2027 (w/in 180D)
	FY2032 (w/in 180D)
	FY2037 (w/in 180D)
	FY2042 (w/in 180D)

California CLASS

Investment Name	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
California CLASS	5.00%	5.15%	5.23%	5.29%	5.45%	5.48%	5.51%	5.55%	5.54%
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
California CLASS	5.47%	5.44%	5.42%	5.40%	5.39%	5.40%	5.42%	5.41%	5.26%

• Rates are determined at the end of the month

		Vent	ura Co	unty Po	ol				
Investment Name	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Ventura County Pool	3.60%	3.49%	3.56%	3.49%	3.51%	3.64%	3.78%	4.02%	4.26%
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
Ventura County Pool	4.29%	4.39%	4.41%	4.52%	4.56%	4.57%	4.51%	4.52%	4.60%

Local Agency Investment Fund (LAIF)

Investment Name	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Local Agency Investment Fund (LAIF)	2.87%	2.99%	3.17%	3.31%	3.43%	3.53%	3.67%	3.84%	3.93%
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
Local Agency Investment Fund (LAIF)	4.01%	4.12%	4.23%	4.27%	4.33%	4.48%	4.52%	4.58%	4.58%

Banc of California

Investment Name	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Banc of California	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
Banc of California	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT / AGENDA REPORT

TO: BOARD OF DIRECTORS

- FROM:MARY OTTEN, GENERAL MANAGERBy: Justin Kiraly, Administrative Services Manager
- DATE: November 6, 2024

SUBJECT: FINANCE REPORT SEPTEMBER 2024

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH SEPTEMBER 30, 2024

The District's Statements of Revenues and Expenditures for the period of September 1, 2024, through September 30, 2024, with a year-to-date comparison for the period of September 1, 2023, through September 30, 2023, are attached. The percentage rate used is 25% for Period 3 of the current fiscal year. All dollar amounts as presented are rounded.

REVENUES

Total revenue including the 3rd month ending September 30, 2024, for Fund 10 (General Fund) has an overall increase of \$61,472 in comparison to Fiscal Year 2023-2024. The variance from the prior year includes: 1) increase in Rentals (5530) of \$53,049, and 2) increase in Staffing Cost Recovery (5563) received in the amount of \$22,267. The increase in Rentals is due to increases in rental fees. Staffing Cost Recovery has a significant increase due to prepaying of costs for certain rentals. The \$5,000 decrease in Special Event Revenue (5561) is due to a correction of a misallocated check from prior fiscal year.

Total revenue recorded for Fund 20 for September 2024, the Assessment District Fund, was \$4,633 in interest earnings.

Total revenue recorded for Fund 30 for September 2024, the Quimby Fund, was \$17,364 in interest. Quimby funds are only collected when new housing developments are subdivided.

Total revenue recorded for Fund 40 for September 2024, the Park Impact Fees Fund, was \$9,332 in interest and \$0 in Park Impact Fees collected. Park Impact Fees are only collected when certain requirements are met for whenever additional square footage is added to either residential or commercial properties.

Fund 50 Community Development Block Grant has been fully expended and reported. There is nothing further to report.

Fund 60 was established to keep donations made for a specific purpose/project separate from all other funds. There are no funds as of this report.

EXPENDITURES

Fund 10 Personnel Expenditures: Adjusting for the Unfunded Liability payment to CalPERS (6170) of \$515,039, there was an increase in salaries and benefits year-over-year of \$93,589. This is due to being fully staffed, as well as merit and cost of living increases.

Fund 10 Service and Supply Expenditures show an increase of \$106,345 in comparison to the same period last year.

Adjusting for reserves, the increase in Services and Supplies year-to-date is \$109,548. This increase includes Insurance Liability (6410) being \$23,264 more than last year, an increase in Business Services (7180) of \$46,347 due to transition of Springbrook from enterprise system to cloud based system and increased modules, and an increase in COP Debt – PV Fields (7950) of \$87,638 compared to last year due to payment of the invoice one month earlier than last year.

Fund 10 Capital Expenditures are at \$567,165 for the year: \$515,072 for the carryover Playground replacement at Lokker Park and \$52,093 for the purchase of two vehicles.

Fund 10 Total Expenditures year to date are \$784,161 more compared to this point last year.

Fund 20 Expenditures are \$512,560 in Services and Supplies as of this month; \$460,555 of which is for COP Debt – PV Fields which was paid a month earlier than last year.

Fund 30 Expenditures are \$245 in Pickleball and \$11,021 in Auditorium improvements for this month.

Fund 40 has no Expenditures for this month.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 73.33%, Fund 20 by 58.28%, and Fund 30 by 98.48%. Fund 40 has no budget.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for September 30,2024, for Fund 10, Fund 20, Fund 30, Fund 40.

ATTACHMENTS

- Financial Statement of Revenues and Expenditures as of September 30, 2024, Fund 10 (2 pages)
- Financial Statement of Revenue and Expenditures as of September 30, 2024, Fund 20 (1 page)
- Financial Statement of Revenue and Expenditures as of September 30, 2024, Fund 30 (1 page)
- 4) Financial Statement of Revenue and Expenditures as of September 30, 2024, Fund 40 (1 page)

General Ledger Fund 10 General Fund September 2024 25.0%

					September 2024	25.	.0%					
Description	Account	Peri	iod Amount	On	e Year Prior Actual		ar to Date	Вι	udget	Βι	udget Remaining	% of Budget Used
Revenue									-		<u> </u>	<u> </u>
Tax Apportionment	5110-5240	\$	-	\$	-	\$	-	\$	8,877,226.00	\$	8,877,226.00	0.00%
Interest Earnings	5310	\$	31,721.58	\$	110,614.77	\$	109,043.66	\$	270,000.00	\$	160,956.34	40.39%
Carryover Balance	5502	\$	-			\$	-	\$	75,000.00	\$	75,000.00	0.00%
Park Patrol Citations	5506	\$	893.82	\$	1,559.14	\$	1,647.59	\$	2,300.00	\$	652.41	71.63%
Bingo - Primary Revenue	5508	\$	2,207.75	\$	5,162.00	\$	5,741.25	\$	19,750.00	\$	14,008.75	29.07%
Excess Bingo Revenue	5509	\$	-	\$	1,314.00	\$	919.05	\$	240.00	\$	(679.05)	382.94%
Contract Classes-Public Fees	5510	\$	19,344.49	\$	78,073.30	\$	79,389.94	\$	204,565.00	\$	125,175.06	38.81%
Public Fees	5511	\$	18,817.00	\$	172,517.09	\$	170,134.54	\$	364,429.00	\$	194,294.46	46.69%
Public Fees-Entry Fees	5520	\$	2,879.00	\$	13,292.50	\$	13,700.00	\$	41,600.00	\$	27,900.00	32.93%
Vending Concessions	5525	\$	-	\$	-	\$	259.65	\$	1,450.00	\$	1,190.35	17.91%
Rental	5530	\$	66,718.35	\$	194,048.57	\$	247,097.38	\$	690,023.00	\$	442,925.62	35.81%
Cell Tower Revenue	5535	\$	14,236.98	\$	46,878.77	\$	49,216.65	\$	166,109.00	\$	116,892.35	29.63%
Parking Fees	5540	\$	4,680.87	\$	11,111.09	\$	11,252.36	\$	10,350.00	\$	(902.36)	108.72%
Dues	5550	\$	60.00	\$	-	\$	60.00	\$	-	\$	(60.00)	-
Advertising Revenue	5555	\$	550.00	\$	(550.00)	\$	3,085.00	\$	6,000.00	\$	2,915.00	51.42%
Sponsorships/Donations	5558	\$	139.31	\$	(192.53)	\$	639.31	\$	5,000.00	\$	4,360.69	12.79%
Special Event	5561	\$	(5,000.00)	\$	11.00	\$	(5,000.00)	\$	129,700.00	\$	134,700.00	-3.86%
Staffing Cost Recovery	5563	\$	580.75	\$	9,071.50	\$	31,338.25	\$	65,960.00	\$	34,621.75	47.51%
Special Event Permits	5564	\$	350.00	\$	900.00	\$	550.00	\$	-	\$	(550.00)	-
Security Services - Recovery	5566	\$	1,025.00	\$	1,175.00	\$	395.00	\$	-	\$	(395.00)	-
Contributions	5570		60.00	\$	375.32	\$	730.91	\$	-	\$	(730.91)	-
Other Misc Revenue	5575		5,162.50	\$	14,960.00	\$	26,655.00	\$	53,684.00	\$	27,029.00	49.65%
Restricted Donations	5576		-	\$	5,598.00	\$	572.64	\$	-	\$	(572.64)	-
Incentive Income	5585		904.98	\$	795.80	\$	931.42	\$	1,700.00	\$	768.58	54.79%
Reimbursement - ROPS	5600		-	\$	161,273.64	\$	141,101.73	\$	560,000.00	\$	418,898.27	25.20%
Revenue		\$	165,332.38	\$	827,988.96	\$	889,461.33	\$	11,545,086.00	\$	10,655,624.67	7.70%
YTD Comparison						\$	61,472.37					
Demonstel												
Personnel	6100	ć	220 757 26	ć	C1E 277 0C	ć	CCE 011 33	ć	2 004 040 00	ć	2 420 127 77	21 510/
Full Time Salaries	6100		229,757.36	\$		\$	665,811.23	\$	3,094,949.00		2,429,137.77	21.51%
Overtime Salaries	6101		1,866.40	\$	5,499.67	\$	3,970.46	\$	28,035.00	\$	24,064.54	14.16%
Car Allowance	6105		461.52	\$	2,476.56	\$	1,384.56	\$	6,000.00	\$	4,615.44	23.08%
Cell Phone Allowance	6108		1,308.00	\$	3,464.07	\$	3,774.00	\$	18,070.00	\$	14,296.00	20.89%
Part-Time Salaries	6110		19,887.20	\$	148,684.14	\$	159,911.00	\$	608,614.00	\$	448,703.00	26.27%
Retirement	6120		39,567.52	\$	108,721.89	\$	120,761.81	\$	576,288.00	\$	455,526.19	20.96%
457 Pension	6121		87.17	\$	6,214.79	\$	6,086.15	\$	7,000.00	\$	913.85	86.95%
Deferred Compensation	6125		399.46	\$ \$	1,198.38	\$	1,198.38	\$	5,592.00	\$	4,393.62	21.43%
Employee Insurance	6130 6140		34,205.56	ş Ş	68,974.16 36,708.38	\$ \$	86,204.58 41,706.48	\$	488,032.00	\$	401,827.42	17.66%
Workers Compensation			13,717.41				41,700.48	\$	192,345.00	\$	150,638.52	21.68%
Unemployment Insurance PERS Unfunded Liability	6150 6170		-	\$ \$	- 494,762.00	\$ \$	- 515,039.00	\$ \$	10,000.00 582,241.00	\$ \$	10,000.00	0.00% 88.46%
Personnel	0170	\$	341,257.60	ŝ	1,491,982.00	\$	1,605,847.65	\$	5,617,166.00	ç	67,202.00 4,011,318.35	28.59%
YTD Comparison		~	541,257.00	<u> </u>	1,451,502.00	\$	113,865.65	-	3,017,100.00	-	4,011,510.55	20.3570
						·	-,					
Services and Supplies												
Telephone/Internet	6210	\$	1,915.24	\$	5,289.13	\$	5,612.31	\$	23,720.00	\$	18,107.69	23.66%
IT Services	6220	\$	543.15	\$	20,693.62	\$	20,481.21	\$	72,199.00	\$	51,717.79	28.37%
IT Hardware	6230	\$	5,553.67	\$	-	\$	5,553.67	\$	7,200.00	\$	1,646.33	77.13%
Software Services	6240	\$	3,219.50	\$	19,046.02	\$	11,124.91	\$	45,854.00	\$	34,729.09	24.26%
Pool Chemicals	6310	\$	-	\$	2,129.24	\$	1,622.49	\$	7,250.00	\$	5,627.51	22.38%
Janitorial Supplies	6320	\$	2,829.25	\$	19,393.45	\$	14,491.91	\$	68,343.00	\$	53,851.09	21.20%
Kitchen Supplies	6330	\$	-	\$	47.67	\$	-	\$	700.00	\$	700.00	0.00%
Food Supplies	6340	\$	651.83	\$	1,326.99	\$	1,376.41	\$	7,545.00	\$	6,168.59	18.24%
Water Maint & Service	6350	\$	60.60	\$	228.85	\$	175.80	\$	908.00	\$	732.20	19.36%
Laundry/Wash Service	6360	\$	-	\$	-	\$	-	\$	1,120.00	\$	1,120.00	0.00%
Medical Supplies	6380	\$	-	\$	-	\$	-	\$	1,390.00	\$	1,390.00	0.00%
Insurance Liability	6410	\$	-	\$	188,794.00	\$	212,058.00	\$	441,778.00	\$	229,720.00	48.00%
Equipment Maintenance	6500	\$	37.45	\$	-	\$	37.45	\$	4,000.00	\$	3,962.55	0.94%
Fuel	6510	\$	5,420.73	\$	13,215.25	\$	12,207.64	\$	58,204.00	\$	45,996.36	20.97%
Vehicle Maintenance	6520	\$	1,848.91	\$	13,794.05	\$	7,752.56	\$	41,910.00	\$	34,157.44	18.50%
Building Repair	6610	\$	5,664.27	\$	10,242.24	\$	11,019.11	\$	67,750.00	\$	56,730.89	16.26%
HVAC Maintenance/Repairs	6620	\$	-	\$	2,392.17	\$	-	\$	9,128.00	\$	9,128.00	0.00%
Playground Maintenance	6630	\$	8,782.02	\$	18.22	\$	10,084.73	\$	35,000.00	\$	24,915.27	28.81%
Grounds Maintenance	6710	\$	18,485.65	\$	29,117.99	\$	30,176.03	\$	104,760.00	\$	74,583.97	28.80%
Contracted Pest Control	6730	\$	-	\$	-	\$	-	\$	7,200.00	\$	7,200.00	0.00%
Rubbish & Refuse	6740	\$	7,910.18	\$	17,048.05	\$	17,124.99	\$	92,763.00	\$	75,638.01	18.46%
Vandalism/Theft	6750	\$	-	\$	589.24	\$	-	\$	1,500.00	\$	1,500.00	0.00%
Memberships	6810	\$	150.00	\$	5,105.00	\$	5,105.00	\$	17,052.00	\$	11,947.00	29.94%
Office Supplies	6910	\$	266.15	\$	7,380.20	\$	3,041.25	\$	33,950.00	\$	30,908.75	8.96%
Postage Expense	6920	\$	37.77	\$	6,105.92	\$	6,501.97	\$	20,200.00	\$	13,698.03	32.19%
Advertising Expense	6930	\$	-	\$	75.00	\$	174.44	\$	3,540.00	\$	3,365.56	4.93%
Printing Charges	6940	\$	573.19	\$	1,847.50	\$	1,723.01	\$	13,121.00	\$	11,397.99	13.13%
Bank & Registration Fees	6950	\$	3,757.78	\$	220.38	\$	7,671.87	\$	33,920.00	\$	26,248.13	22.62%
Approp Redev/Collection Fees	6960	\$	-	\$	-	\$	-	\$	728,891.00	\$	728,891.00	0.00%
Minor Furn Fixture & Equip	6980		614.24	\$	10,206.08	\$	614.24	\$	9,437.00	\$	8,822.76	6.51%
Fingerprint Fees (HR)	7010		32.00	\$	128.00	\$	144.00	\$	3,360.00	\$	3,216.00	4.29%
Fire & Safety Insp Fees	7020	\$	-	\$	304.00	\$	-	\$	6,675.00	\$	6,675.00	0.00%
Permit & Licensing Fees	7030		-	\$	2,434.56	\$	-	\$		\$	9,110.00	0.00%

General Ledger Fund 10 General Fund September 2024 25.0%

Description	Account	Period Amount	Or	e Year Prior Actual	Ye	ar to Date	Bu	dget	Bu	dget Remaining	% of Budget Used
Professional Services	7100			27,322.13		23,972.73	\$	130,200.00	\$	106,227.27	18
egal Services	7110			22,820.50	\$	1,089.50	\$	96,000.00	\$	94,910.50	1
Typeset and Print Services	7115			,	\$	10,263.39	\$	38,100.00	\$	27,836.61	26
nstructor Services	7120	\$ 8,707.34	\$	39,457.65	\$	24,952.89	\$	113,635.00	\$	88,682.11	21
PERS Admin Fees	7125	\$ 116.75	\$	444.39	\$	377.02	\$	2,200.00	\$	1,822.98	17
Audit Services	7130				\$	4,050.00	\$	17,425.00	\$	13,375.00	23
					\$		\$		\$		
Medical & Health Srvcs	7140			240.00		335.00		10,720.00		10,385.00	3
Security Services	7150	\$-	\$	923.50	\$	1,527.50	\$	7,122.00	\$	5,594.50	21
Entertainment Services	7160	\$-	\$	350.00	\$	1,000.00	\$	4,300.00	\$	3,300.00	23
Business Services	7180	\$ 13,476.54	\$	32,949.88	\$	79,297.34	\$	180,532.00	\$	101,234.66	43
Jmpire/Referee Services	7190			390.00	\$	740.00	\$	1,700.00	\$	960.00	43
					\$		\$				4
Subscriptions	7210					134.80		3,017.00	\$	2,882.20	
Rents & Leases - Equip	7310		\$	5,418.77	\$	7,093.72	\$	50,870.00	\$	43,776.28	13
3ldg/Field Leases & Rental	7320	\$-	\$	-	\$	-	\$	60.00	\$	60.00	(
Division Supplies	7410	\$ 8,469.15	\$	4,350.37	\$	9,273.51	\$	16,660.00	\$	7,386.49	55
Program/Event Supplies	7420		Ś	· _	Ś	200.55	\$	19,330.00	\$	19,129.45	1
			Ś	288.13	\$						24
Bingo Supplies	7430		-			1,306.82	\$	5,400.00	\$	4,093.18	
Sporting Goods	7440	\$ 1,342.75		1,630.14	\$	2,220.96	\$	11,620.00	\$	9,399.04	19
Arts and Craft Supplies	7450	\$ 27.86	\$	-	\$	431.86	\$	1,575.00	\$	1,143.14	27
Training Supplies	7460	\$-	\$	-	\$	-	\$	4,770.00	\$	4,770.00	(
Small Tools	7500		ŝ	489.32	\$	2,996.91	Ś	6,000.00	\$	3,003.09	49
Safety Supplies	7510		Ś	507.63	\$	2,550.51	\$				4.
		•						4,619.00	\$	4,619.00	
Jniform Allowance	7610			-	\$	5,060.27	\$	16,765.00	\$	11,704.73	30
Safety Clothing	7620	\$ 1,154.39	\$	-	\$	1,504.53	\$	6,450.00	\$	4,945.47	23
Conference&Seminar Staff	7710	\$ 1,189.00	\$	4,795.00	\$	1,189.00	\$	20,453.00	\$	19,264.00	:
Conference&Seminar Board	7715		Ś	750.00	\$	_	\$	2,475.00	\$	2,475.00	(
	7720			1,746.50	\$	1 310 77	\$				
Conference&Seminar Travel Exp				1,740.50		1,219.77		5,854.00	\$	4,634.23	20
Out of Town Travel Board	7725		\$	-	\$	-	\$	2,970.00	\$	2,970.00	(
Private Vehicle Mileage	7730	\$-	\$	5.76	\$	123.28	\$	4,882.00	\$	4,758.72	2
Buses/Excursions	7750	\$-	\$	6,888.43	\$	2,508.24	\$	12,200.00	\$	9,691.76	20
uition/Book Reimbursement	7760	\$ -	Ś	· _	\$		\$	4,000.00	\$	4,000.00	(
	7810			4 226 47	\$	4 505 08		49,413.00			
Jtilities - Gas		, ,		4,336.47		4,506.98	\$		\$	44,906.02	9
Jtilities - Water	7820			226,543.97	\$	214,777.67	\$	905,155.00	\$	690,377.33	23
Jtilities - Electric	7830	\$ 30,894.61	. \$	36,573.25	\$	40,069.76	\$	236,994.00	\$	196,924.24	10
Airport Assessment Exp	7840	\$-	\$	-	\$	-	\$	14,000.00	\$	14,000.00	(
Awards and Certificates	7910	s -	Ś	814.32	\$	3,481.09	\$	18,730.00	\$	15,248.91	18
Meals for Staff Training	7920		Ś	227.83	\$	273.03	\$	3,500.00	\$	3,226.97	-
				227.83							
Employee Morale	7930			-	\$	342.29	\$	5,500.00	\$	5,157.71	(
COP Debt - PV Fields	7950	\$ 87,637.72	\$	-	\$	87,637.72	\$	293,214.00	\$	205,576.28	29
Reserve Computer Fleet	7971	\$-	\$	5,000.00	\$	7,000.00	\$	7,000.00	\$	-	100
Reserve Dry Period	7973	\$-	\$	65,203.00	\$	50,000.00	\$	50,000.00	\$	-	100
Reserve Capital Improvements	7974		\$	20,000.00	\$		\$		Ś		
						F0 000 00		F0 000 00			10
Reserve Repair/Oper/Admin	7975		\$	20,000.00	\$	50,000.00	\$	50,000.00	\$	-	100
Reserve - Compensated Absences	7976	ş -	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	-	100
ervices and Supplies		\$ 384,027.77	\$	945,487.96	\$	1,051,833.13	\$	4,439,888.00	\$	3,388,054.87	2
TD Comparison					\$	106,345.17					
Capital											
General Capital	8400		\$	-	\$	-	\$	535,000.00	\$	535,000.00	(
quip/Facility Replacement	8420	\$ 52,092.71	\$	-	\$	52,092.71	\$	55,000.00	\$	2,907.29	94
reedom Dog Park	8502	\$ -	\$	3,214.68	\$	-	\$	-	\$	-	
okker Playground				5,214.00	\$	515,072.46	\$	630,471.08	\$	115,398.62	8:
onner riaygrounu	8507			-	ç	515,072.40					
Second and the Constant of	8507							120,000.00	Ś	120,000.00	
-	8517	\$ -	\$	-	\$	-	\$		1.1		
-		\$ -	\$	-	\$ \$	-	\$	117,089.00	\$	117,089.00	
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Bob Kildee Parking Lot Cam Grove Parking Lot Cam Grove BBQ Dos Caminos Parking Lot Mel Vincent Parking Lot Pitts Ranch Tennis Court Resur Pitts Ranch Parking Lot V Parking Lot V Parking Lot V Field VFD Replacement Expringville Iron Fence Replace Capital TD Comparison Expense TD Comparison	8517 8518 8519 8520 8521 8522 8523 8523 8524 8526 8527	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,440,684.64 825,107.69	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	563,950.49 3,224,845.95 784,161.31 889,461.33	· \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	117,089.00 110,063.00 30,000.00 27,000.00 25,000.00 25,000.00 80,000.00 2,035,623.08 12,092,677.08 11,545,086.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	110,063.00 30,000.00 27,000.00 25,000.00 25,000.00 186,000.00 50,000.00 80,000.00 1,468,457.91 8,867,831.13 10,655,624.67	2
iob Kildee Parking Lot cam Grove Parking Lot cam Grove BBQ Dos Caminos Parking Lot Ael Vincent Parking Lot Vitts Ranch Tennis Court Resur itts Ranch Parking Lot V Parking Lot V Field VFD Replacement pringville Iron Fence Replace capital TD Comparison	8517 8518 8519 8520 8521 8522 8523 8523 8524 8526 8527	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,440,684.64	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	563,950.49 3,224,845.95 784,161.31	· \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	117,089.00 110,063.00 30,000.00 27,000.00 25,000.00 25,000.00 186,000.00 80,000.00 2,035,623.08 12,092,677.08	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	110,063.00 30,000.00 27,000.00 40,000.00 25,000.00 186,000.00 50,000.00 80,000.00 1,468,457.91 8,867,831.13	2

General Ledger Fund 20 Assessment Fund September 2024 25.0%

				September 2024	25	.0%					
Description	Account	Period Amount	(One Year Prior Actual	Ye	ar to Date	В	udget	Buc	lget Remaining	% of Budget Used
Revenue											
Interest Earnings	5310	\$ 4,633	23 \$	\$ 14,870.89	\$	16,521.89	\$	35,000.00	\$	18,478.11	47.21%
Assessment Revenue	5500	\$. ş	\$-	\$	-	\$	1,341,735.00	\$	1,341,735.00	0.00%
Revenue		\$ 4,633	23 \$	\$ 14,870.89	\$	16,521.89	\$	1,376,735.00	\$	1,360,213.11	1.20%
YTD Comparison					\$	1,651.00					
Personnel											
Full Time Salaries	6100	\$. ;	\$ 43,232.14	\$	-	\$	-	\$	-	0.00%
Cell Phone Allowance	6108	\$.	. ;	\$ 111.93	\$	-	\$	-	\$	-	0.00%
Part-Time Salaries	6110	\$. ;	\$ 3,243.10	\$	-	\$	-	\$	-	0.00%
Retirement	6120	\$.	. ;	\$ 8,473.52	\$	-	\$	-	\$	-	0.00%
Employee Insurance	6130	\$. ;	\$ 8,973.64	\$	-	\$	-	\$	-	0.00%
Workers Compensation	6140	\$.	. ç	\$ 5,163.13	\$	-	\$	-	\$	-	0.00%
Personnel		\$.	. ;	\$ 69,197.46	\$	-	\$	-	\$	-	0.00%
YTD Comparison					\$	(69,197.46)					
Services and Supplies											
Incidental Costs - Assess	6709	\$.	. ;	\$ 11,269.13	\$	-	\$	19,444.00	\$	19,444.00	0.00%
Grounds Maintenance	6710	\$ 4,263	00 \$	\$ 4,528.82	\$	6,200.38	\$	78,293.00	\$	72,092.62	7.92%
Tree Care	6719	\$. ;	\$-	\$	3,576.30	\$	120,000.00	\$	116,423.70	2.98%
Contracted LS Services	6720	\$ 47,742	72 \$	\$ 20,159.27	\$	94,055.32	\$	610,938.00	\$	516,882.68	15.40%
Park Amenities - Assess	6722	\$. ;	\$-	\$	-	\$	60,000.00	\$	60,000.00	0.00%
Bank & Registration Fees	6950	\$.	. ;	\$-	\$	-	\$	70.00	\$	70.00	0.00%
Approp Redev/Collection Fees	6960	\$. ;	\$-	\$	-	\$	3,500.00	\$	3,500.00	0.00%
COP Debt - PV Fields	7950	\$ 460,554	69 \$	\$-	\$	460,554.69	\$	460,555.00	\$	0.31	100.00%
Services and Supplies		\$ 512,560	41 \$	\$ 35,957.22	\$	564,386.69	\$	1,352,800.00	\$	788,413.31	41.72%
YTD Comparison					\$	528,429.47					
Expense		\$ 512,560	41 \$	\$ 105,154.68	\$	564,386.69	\$	1,352,800.00	\$	788,413.31	41.72%
YTD Comparison					\$	459,232.01					
Revenue Total		\$ 4,633	23 \$	\$ 14,870.89	\$	16,521.89	\$	1,376,735.00	\$	1,360,213.11	1.20%
Expense Total		\$ 512,560	41 \$	\$ 105,154.68	\$	564,386.69	\$	1,352,800.00	\$	788,413.31	41.72%
YTD Revenue-Expenses			\$	\$ (90,283.79)	\$	(547,864.80)					
YTD Comparison					\$	(457,581.01)					
-											

General Ledger Fund 30 Quimby Fund September 2024 25.0%

				Septembe	12024 2	25.U	778					
Description	Account	Pe	eriod Amount	One Year Prior Actual		Ye	ar to Date	Budg	et	Bu	idget Remaining	% of Budget Used
Revenue												
Interest Earnings	53	10 \$	17,363.93	\$	71,690.56	\$	54,439.63	\$	200,000.00	\$	145,560.37	27.22%
Revenue		\$	17,363.93	\$	71,690.56	\$	54,439.63	\$	200,000.00	\$	145,560.37	27.22%
Capital												
Pickleball Sports Complex	84	93 \$	245.48	\$	3,439.89	\$	5,274.46	\$	1,100,000.00	\$	1,094,725.54	0.48%
Multi-Generation Center	85	04 \$	-	\$	-	\$	-	\$	1,000,000.00	\$	1,000,000.00	0.00%
Auditorium ADA Improvements	85	11 \$	11,021.48	\$	-	\$	43,226.48	\$	355,964.00	\$	312,737.52	12.14%
Community Ctr/Classroom Enhanc	85	13 \$	-	\$	-	\$	-	\$	244,193.00	\$	244,193.00	0.00%
Freedom Park ADA Bathroom	85	29 \$	-	\$	-	\$	-	\$	500,000.00	\$	500,000.00	0.00%
Capital		\$	11,266.96	\$	3,439.89	\$	48,500.94	\$	3,200,157.00	\$	3,151,656.06	1.52%
Expense		\$	11,266.96	\$	3,439.89	\$	48,500.94	\$	3,200,157.00	\$	3,151,656.06	1.52%
Revenue Total		\$	17,363.93	\$	71,690.56	\$	54,439.63	\$	200,000.00	\$	145,560.37	27.22%
Expense Total		\$	11,266.96	\$	3,439.89	\$	48,500.94	\$	3,200,157.00	\$	3,151,656.06	1.52%
YTD Revenue-Expenses				\$	-	\$	-					

Date Received		Amount		Amount Earmarked	Developer	Development Case #	An	ount Expended		Balance	Allocation Date
7/31/14 1/31/15	\$	615,709.00 2,250,489.70		720,600.00	AMLI Residential Fairfield LLC	Springville (RPD-173)	\$	615,709.00 1,952,940.20		- 297,549.50	7/31/2019 1/31/2020
8/8/16	\$	2,649,209.00	\$	3,200,000.00	Comstock/Elacora Mission Oaks		\$ \$	2,004,639.20	\$	644,569.80	8/8/2021
8/10/16 6/7/18	\$ \$	474,353.00 21,612.25	\$ \$	629,500.00 21,612.25	KB Homes Crestview		\$ \$	231,108.98 21,612.25	\$	243,244.02	8/10/2021 6/7/2023
6/27/18 3/6/19	\$ \$	- 35,242.00	\$ \$	- 70,484.00	Aldersgate Construction Habitat for Humanity	Barry St (RPD-203)	\$ \$	146,682.55 -	\$ \$	- 35,242.00	REFUNDED 9/17/2024
9/12/19 11/21/19	\$ \$	- 1,264,500.00	\$ \$	- 1,000,000.00	Aldersgate Construction Shea Homes		\$ \$	92,200.46	\$ \$	- 1,264,500.00	REFUNDED 11/21/2024
7/29/22 8/5/22	\$ \$	2,840,447.45 347,625.00	\$ \$	-	Williams Homes Somis Ranch Phase 1		\$ \$	-	\$ \$	2,840,447.45 347,625.00	7/29/2027 8/5/2027
10/20/22 3/15/23	\$	278,100.00 313,508.00	\$ \$	-	Somis Ranch Phase 2 Barry 60 LP		\$ ¢	-	\$ ¢	278,100.00 313,508.00	10/20/2027 3/15/2028
5/15/25	\$	947,652.35		-	Interest Account		\$ \$	-	\$ \$	947,652.35	5/15/2028
Total	\$	12,038,447.75	\$	7,892,685.95			\$	5,064,892.64	\$	7,212,438.12	

General Ledger Fund 40 Park Impact Fee Fund September 2024 25.0%

Description	Account	Period Amoun	nt	One \	ear Prior Actual	Yea	ar to Date	Budget	Budg	et Remaining	% of Budget Used
Revenue											
Interest Earnings	5310	\$ 9,3	331.70	\$	9,152.32	\$	28,977.03	\$ 65,000.00	\$	36,022.97	44.58%
Park Impact Fees	5450	\$	-	\$	1,771,314.00	\$	24,477.99	\$-	\$	(24,477.99)	0.00%
Revenue		\$9,:	331.70	\$	1,780,466.32	\$	53,455.02	\$ 65,000.00	\$	11,544.98	82.24%
Revenue Total		\$ 9,3	331.70	\$	1,780,466.32	\$	53,455.02	\$ 65,000.00	\$	11,544.98	82.24%
Expense Total		\$	-	\$	-	\$	-	\$-	\$	-	0.00%

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT / AGENDA REPORT

TO: BOARD OF DIRECTORS

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

DATE: November 6, 2024

SUBJECT: REVIEW AND APPROVAL OF SURPLUS SUPPLIES AND EQUIPMENT LIST

BACKGROUND

On April 4, 2018, the District adopted a Surplus District Property Disposal Policy which outlines how the District disposes of surplus equipment and office supplies. This policy was updated on June 2, 2021.

ANALYSIS

Special districts such as PVRPD are not required to maintain a surplus property disposal policy. However, due to events within the District such as the office redesign, upgraded IT infrastructure, and other capital projects, it has been determined that there is a need to uniformly dispose of surplus personal property owned by the District. In accordance with the Surplus District Property Disposal Policy approved on June 2, 2021, Staff has compiled the attached list for Board review.

FISCAL IMPACT

This action will have no significant fiscal impact on the FY 2024-2025 budget. A small amount of revenue may be generated if items are successfully sold.

RECOMMENDATION

It is recommended that the Board review and approve the items on the Surplus Supplies and Equipment List for disposal.

ATTACHMENTS

1) Surplus Supplies and Equipment List (1 page)



Pleasant Valley Recreation and Park District

Surplus Supplies and Equipment List

November 2024

—			 		 	 	 	 	-
Means									
Disposed On									
Est. Value	\$2,500.00	\$2,500.00							
Date Acquired	1989	2017							
Condition	Poor	Fair							
Does it work? Y/N Condition Date Acquired Est. Value Disposed On	Yes	Yes							
Serial or VIN #	JT5VN94t3K0007278	1FMCUDF78HUA50988							
Model	Toyota Pickup	Ford Escape							
Equipment	Toyota 1Ton Pickup- #1	Ford Escape #32							

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT / AGENDA REPORT

TO: BOARD OF DIRECTORS

- FROM: MARY OTTEN, GENERAL MANAGER By: Jessica A. Puckett, CPRE, Administrative Analyst
- DATE: November 6, 2024

SUBJECT: CONSIDERATION AND APPROVAL OF REGULAR BOARD OF DIRECTOR MEETING DATES FOR 2025

BACKGROUND

According to the Board Bylaws and Resolution No. 582, the Board of Directors (Board) meets the first Wednesday of every month at the City of Camarillo City Hall Council Chambers. The Community/Senior Center located at 1605 E. Burnley Street, Camarillo, California is allocated as an alternate meeting location in the event the primary location specified is unavailable. The Board met in the Senior Center in 2024 due to renovations of the City Hall Council Chambers. Completion of renovations is expected in January 2025 allowing the District to return per Resolution No. 582.

ANALYSIS

The Board Calendar is being presented in November due to significant changes from past scheduling.

Staff has identified dates for the Board goal-setting workshop and budget workshops to take place at the District office as part of the annual Board calendar. The Board goal-setting workshop is scheduled for Saturday, January 25, 2025. The budget workshops are scheduled to take place on Saturday, April 26, 2025, and Tuesday, May 6, 2025.

It is recommended the Board review all the meeting dates and make recommendations for any additional changes due to holidays and or conflicts.

FISCAL IMPACT

There is no budget impact as a result of this action.

RECOMMENDATION

It is recommended the Board review and approve the dates and change in location for the District's Regular Board Meetings for the calendar year 2025.

STRATEGIC PLAN COMPLIANCE

None.

ATTACHMENTS

1) Board of Directors Regular Meeting Dates 2025 Calendar (1 page)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

BOARD OF DIRECTOR MEETING DATES

CITY OF CAMARILLO, CITY HALL COUNCIL CHAMBERS 601 CARMEN DRIVE, CAMARILLO (UNLESS OTHERWISE NOTED)

2025 DATES

- *Thursday, January 9, 6:00 pm *Location: Senior Center, PVRPD Community Center
 - Saturday, January 25 at 9:00 am Board Goal Setting Workshop: Senior Center
- Wednesday, February 5, 6:00 pm
- Wednesday, March 5, 6:00 pm

- Wednesday, April 2, 6:00 pm
 - Saturday, April 26 at 8:00 am Budget Workshop: Senior Center

> Tuesday, May 6 at 5:00 pm - Budget Workshop: Senior Center

- Wednesday, May 7, 6:00 pm
- Wednesday, June 4, 6:00 pm
- Wednesday, July 2, 6:00 pm
- Wednesday, August 6, 6:00 pm (typically dark in August)
- Wednesday, September 3, 6:00 pm
- Wednesday, October 1, 6:00 pm
- Wednesday, November 5, 6:00 pm
- Thursday, December 4, 6:00 pm

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT / AGENDA REPORT

TO: BOARD OF DIRECTORS

- FROM: MARY OTTEN, GENERAL MANAGER By: Kathryn Drewry, Human Resources Specialist
- DATE: November 6, 2024

SUBJECT: CONSIDERATION AND APPROVAL OF 2025 PART-TIME SALARY SCHEDULE WITH MINIMUM WAGE IMPACT

BACKGROUND

The Personnel Committee, along with District staff have been actively reviewing the impacts of California Minimum Wage increases since April 2016. These wage increases have posed significant challenges for the District, particularly in terms of addressing wage compression, maintaining competitive salaries, and managing overall budget constraints. In the upcoming fiscal year, minimum wage will increase to \$16.50 per hour.

In April of 2016 Governor Jerry Brown signed Senate Bill (SB) 3 into law, which set in motion a series of annual minimum wage increases from \$10.00 in 2016 to \$15.00 in 2022. This marked the end of prescheduled wage increases. Beginning in 2025, further increases in the minimum wage will be determined by the United States Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) and be subject to the State Budget's performance. However, the increase for 2025 has been capped at \$16.50.

CA Mini	mum Wage
2016	\$10.00
2017	\$10.50
2018	\$11.00
2019	\$12.00
2020	\$13.00
2021	\$14.00
2022	\$15.00
2023	\$15.50
2024	\$16.00
2025	\$16.50

Since the implementation of SB 3, the District has proactively worked to address wage compression – where pay gaps between different roles narrow, leading to challenges in compensating staff for differences in responsibilities, skills, and experience. This issue has been particularly evident within the District's part-time salary structure, where higher wages for entry-level positions compress pay differences between lower and mid-level staff positions.

To mitigate the impact of rising minimum wages, the District has undertaken a series of measures, including:

Position Restructuring: Over the past several years, approximately 15 part-time and seasonal positions have been either eliminated or consolidated to manage wage costs and better align staffing needs with financial realities.

Salary Adjustments: Full-time positions have also been reviewed as part of the District's 2023-2024 Class and Compensation study, and salary adjustments made as necessary to ensure equity and retention while aligning with the District's overall compensation.

ANALYSIS

In 2025, the minimum wage will increase to \$16.50 per hour, which will have a notable impact across all four of the District's part-time salary ranges. However, these adjustments are necessary to comply with state law and ensure the District remains competitive in attracting part-time staff.

Only salary grade ranges P101 and P102 are being adjusted, to remain with a midpoint progression of 10% and a grade range of 30%. When the Classification and Compensation Study was implemented in 2023, P103 and P104 were established outside of the midpoint progression of 10%, to accommodate employees in those positions at the time. The goal is to get all grades to have a midpoint progression of 10%, and this change will result in an 18.5% from P102 to P103 and a 15.3% from P103 to P104.

2024 Part Time Salary

	В	ottom	Mid	Тор		
P101	\$	16.00	\$ 18.40	\$	20.80	
P102	\$	17.60	\$ 20.24	\$	22.88	
P103	\$	21.50	\$ 24.73	\$	27.95	
P104	\$	24.80	\$ 28.52	\$	32.24	

2025 Proposed Part Time Salary

	Bo	ttom	Mi	d	Тор		
P101	\$	16.50	\$	18.98	\$	21.45	
P102	\$	18.15	\$	20.87	\$	23.60	
P103	\$	21.50	\$	24.73	\$	27.96	
P104	\$	24.80	\$	28.52	\$	32.24	

FISCAL IMPACT

In the 2023-2024 Fiscal Year, the District employed thirty-seven (37) Lifeguards and thirty-three (33) Recreation Leaders for a combined total of 16,048 hours. Based off the hours worked in FY 2023-2024, the cost increase will be approximately \$8,024. The District has accounted for these increases as part of the FY 2024-2025 Budget.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy:

• 5.1: Position the District to attract and retain high-quality employees.

RECOMMENDATION

It is recommended the Board approve the 2025 part-time salary schedule.

ATTACHMENTS

1) January 1, 2025, Part-Time Salary Schedule (1 page)



CLASSIFICATIONS AND PAY RATE RANGES

Part-Time Positions

Effective January 1, 2025

Hourly Rate								
Grade	Minimum	Midpoint	Maximum					
	Part-Time Pay Plan							
P101	\$ 16.50	\$ 18.98	\$ 21.45					
P102	\$ 18.15	\$ 20.87	\$ 23.60					
P103	\$ 21.50	\$ 24.73	\$ 27.96					
P104	\$ 24.80	\$ 28.52	\$ 32.24					

Grade	Title
	Human Resources Generalist
	Landscape Custodian
P101	Lifeguard
	Office Assistant
	Recreation Leader
D100	Aquatics Center Assistant Manager
P102	Senior Recreation Leader
P104	Park Ranger

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT / AGENDA REPORT

TO:BOARD OF DIRECTORSFROM:MARY OTTEN, GENERAL MANAGERDATE:November 6, 2024SUBJECT:CONSIDERATION AND APPROVAL OF UPDATED
CSDA BYLAWS

BACKGROUND

The California Special Districts Association (CSDA) is a not-for-profit 501(c)(6) organization formed in 1969 to promote good governance and improved core services through professional development, advocacy, and various other resources for independent special districts. Since its inception, CSDA has grown to represent over 1,300 special districts across California, including water, park and recreation, fire, police, healthcare, and community services districts, among others. CSDA offers a broad range of services such as educational programs, legislative representation, and funding opportunities aimed at improving the operational effectiveness of special districts.

The CSDA Bylaws, which serve as the governing framework for the association, were last updated in 2021. Since then, member feedback has prompted further revisions aimed at addressing governance issues and improving clarity. The updated bylaws include several significant changes, including membership rights, voting procedures, and eligibility criteria for board service.

ANALYSIS

The proposed CSDA Bylaw updates are largely administrative, focusing on clarifying membership classifications and procedures. Some of the key changes include:

- **Retired Members**: Clarification that Retired Members are non-voting members, removing ambiguity in prior versions of the bylaws.
- **Membership Termination**: Clear guidelines for the termination of membership for noncompliance or other issues.
- **Board Election Process**: Updated timelines for board elections to allow more flexibility in noticing, balloting, and election timeframes.
- **Early Assumption of Office**: A new section allowing for early assumption of office under certain conditions, streamlining transitions within the board.
- Change in Voting Member Affiliation: New rules addressing changes in affiliation of regular voting members to ensure proper representation.
- **Board Member Disqualification**: A new section disqualifying a CSDA director from serving if they are no longer affiliated with the district they were elected or appointed from.
- **Committee Structure**: Amendments allowing Committee Vice-Chairs to come from regular member districts in good standing, with an exception for the CSDA Finance Corporation Committee.

These updates aim to improve the governance and operational transparency of CSDA while maintaining fairness and adaptability in its election processes and committee structures. Additionally, these changes reflect the evolving needs of CSDA members while reinforcing accountability within its leadership framework.

FISCAL IMPACT

There is no direct fiscal impact to the District related to the CSDA Bylaw updates.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy

• 5.2: Continue cultivating an organizational structure that provides a positive, supportive working environment that promotes productivity, high morale, and professional development for employees during times of increased demands on parks, open space, and programming.

RECOMMENDATION

It is recommended the Board review and approve the updated California Special Districts Association Bylaws.

ATTACHMENTS

1) CSDA Bylaws – Tracked Changes (28 pages)



BYLAWS California Special Districts Association

Approved Bylaw Revision Dates: Revised 1996 Revised 1999 Revised 2004 Revised October 1, 2009 Revised August 2, 2010 Revised August 1, 2011 Revised July 1, 2014 Revised July 1, 2016 Revised November 15, 2021 Revised XXXXX XX, 2024

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ARTICLE I – GENERAL

Section 1. Purpose:

In addition to the general and specific purposes set forth in the Articles of Incorporation of the California Special Districts Association (hereinafter referred to as "CSDA"), CSDA will provide outreach, advocacy, professional development, information, and other various services to member districts. CSDA will interact and collaborate, where appropriate, with the associations and groups that support or oppose its membership's interests. The control and governance of CSDA shall be the responsibility of CSDA's Board of Directors (the "Board of Directors").

Section 2. CSDA Networks:

The state of California shall be divided along county boundaries into six voting networks, using county boundaries to shape the respective networks. The areas of the networks are determined by the Board of Directors of CSDA. A map of the six (6) networks of CSDA is attached as Exhibit A.

Section 3. Principal Office:

The principal business office of CSDA is located at 1112 I Street, Suite 200, Sacramento, California 95814. The Board of Directors shall have authority to change the principal office from one location to another.

ARTICLE II – MEMBERSHIP

Section 1. Qualification of Membership:

There may be several classes of membership in CSDA, as determined by the Board of Directors. The following classes have been adopted:

A. <u>Regular Voting Members:</u>

Regular voting members shall be any public agency formed pursuant to either general law or special act for the local performance of governmental or proprietary functions within limited boundaries, and which meets any one of the following criteria:

- 1. Meets the definition of "independent special district" set forth in Government Code Section 56044 by having a legislative body comprised entirely of elected members, or which members are appointed to fixed terms; or
- 2. The following public agencies: (a) air quality management districts; (b) air pollution control districts; (c) county water agencies or authorities; (d) transit or rapid transit districts, or transportation authorities; (e) metropolitan water districts; (f) flood control or water conservation districts; (g) sanitation agencies.

Regular voting members shall not include any state, cities, counties, school districts, community college districts, local agency formation commissions (LAFCOs), dependent districts, or joint powers authorities (JPAs) except as may be specifically referenced above.

<u>Rights of Regular Membership:</u> Regular voting members have voting privileges and may have a member of the Board of Directors or a managerial employee hold a seats on the Board of Directors. All Regular Members shall have the right to vote, as set forth in these bylaws, on the election of directors, on the disposition of all or substantially all of the corporation's assets, on any merger and its principal terms and any amendment of those terms, and on any election to dissolve the corporation. In addition, Regular Members shall have all rights afforded members under the California Nonprofit Public Benefit Corporation Law.

B. Associate Non-Voting Members:

Associate members shall be public agencies such as dependent districts composed of appointees from a single public agency, cities, counties, joint powers authorities, and other public agencies that do not satisfy the criteria for regular voting membership specified in Section A above.

Associate members have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

C. Business Affiliate Non-Voting Members:

Business Affiliate members shall be those businesses or organizations that provide <u>products or</u> services to special districts and have evidenced interest in the purposes and goals of CSDA. Business Affiliates have no voting privileges, except as approved members on a CSDA committee, and may not hold a seat on the Board of Directors.

D. <u>Retired Non-Voting Member (Individual Membership):</u>

Retired Individual members shall be those persons that are retired from service as a staff or board member at a special district and have at least 1 year of previous service.

Retired members shall not be affiliated with or serve as a consultant to any agency eligible for regular, associate, or business affiliate membership in CSDA. Retired members cannot be employed by a company that provides services or products to special districts.

Retired members have no voting privileges and may not hold a seat on the CSDA Board of Directors or any CSDA committees.

CSDA benefits available to retired members shall be determined by the CSDA Board of Directors.

Section 2. Membership Application:

Application for membership to CSDA will be directed to staff, who will determine if the applicant's interest and purpose is in common with CSDA. If the applicant meets the requirements of membership, the Board of Directors shall approve the new member by a majority vote of the Board at the next regularly scheduled Board meeting. Acceptance to membership shall authorize participation in CSDA activities as specified in these Bylaws. The Board shall retain the authority to deny membership in CSDA at its discretion.

Section 3. Membership Dues:

The membership dues of CSDA shall be established annually by a majority vote of the Board of Directors at a scheduled Board meeting. Authority to adjust the dues shall remain with the Board of Directors.

Section 4. Membership Voting:

Matters to be voted upon by the authorized voting membership shall be determined by the Board of Directors in accordance with these Bylaws. Only those matters of which notice has been given to voting members by CSDA may be voted upon.

A. Voting Designee:

In accordance with these Bylaws, regular voting members in good standing shall have voting privileges. The governing body of each regular voting member shall designate one representative from their respective district who shall have the authority to exercise the right of the regular voting member to vote. Such voting designee shall be a Board <u>member Member</u> or managerial employee of the regular voting member.

B. Voting Authorization:

Regular voting members who have paid the required dues as set by the Board of Directors are members in good standing. Each regular voting member in good standing shall be entitled to one vote on all matters brought before the membership for vote at any meeting or by ballot.

C. <u>Non-Voting Members:</u>

CSDA may refer to Associate Members, <u>Retired Members</u> and Business Affiliate Members or other persons or entities associated with it, as "members", even though those persons or entities are not voting Regular Members as set forth in Article II Section I A hereof. No such reference as "members" shall constitute anyone as a voting member of this corporation unless that person or entity has qualified for voting Regular Membership pursuant to Article II Section I A of these Bylaws. The Board of Directors may adopt policies which grant some or all of the rights of a Regular Member, other than voting rights, to an Associate Member, <u>Retired Member</u> or Business Affiliate Member, but no such person or entity shall be a Regular Member by virtue of such grant of rights.

Section 5. Membership Quorum:

A. Meeting Quorum:

Twenty-five voting designees, as defined in Article II, Section 4, present at any annual or special meeting of the CSDA shall constitute a quorum. No regular voting member shall have the right to vote by means of an absentee or proxy ballot.

B. Mailed or Electronic Ballot Quorum:

Mail ballots or electronic ballots received from 25 voting designees officially designated by each regular voting member shall constitute a quorum. Each regular voting member shall be entitled to one vote. No regular voting member shall have the right to vote by means of a proxy.

Section 6. Membership Meetings:

A. <u>Annual Business Meeting:</u>

The annual business meeting of the members shall be held at the <u>CSDA</u> Annual CSDA Conference at such time and place as determined by the Board of Directors <u>or Staff</u>. Written notice of the annual business meeting distributed by mail or electronically shall include all matters that the Board intends to present for action and vote by the members <u>if such a vote is required</u>.

B. Special Meetings:

Special meetings of the members may be called at any time by the President, by a majority of the Board of Directors, or at least a quorum of the members (25 members). Such a special meeting may be called by written request, specifying the general nature of the business proposed to be transacted and addressed to the attention of and submitted to the President of the Board. The President shall direct the Chief Executive

Officer to cause notice to be given promptly to the members stating that a special meeting will be held at a specific time and date fixed by the Board. No business other than the business that was set forth in the notice of the special meeting may be transacted at a special meeting.

C. Notice of Meetings:

Whenever members are permitted<u>In any case that members are requested</u> to take any action at any annual or special meeting, written notice of the meeting distributed by mail or electronically shall be <u>given sent</u> to each member entitled to vote at that meeting. The notice shall specify the place, date and hour of the meeting, and the means of communication to be utilized by and between CSDA and its members, if any, through which members may participate in the meeting. For the Annual Membership Meeting, the notice shall state the matters that the Board intends to present for action by the members. For a special meeting the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which directors are to be elected shall include the names of all persons who are nominees when notice is given.

1. <u>Notice Requirements</u>. Written notice of any annual membership meeting shall be given at least 45 days before the meeting date either personally, by first class registered or certified mail, or by electronic transmission.

2. <u>Electronic Notice</u>. Notice given by electronic transmission by CSDA shall be valid if delivered by either (a) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address for that main contact member on record with CSDA; (b) posting on an electronic message board or <u>network-website community</u> that CSDA has designated for such communications, together with a separate electronic notice to each member of the posting; or (c) any other means of electronic communication. Such electronic transmission must be directed to <u>eacha</u> member which has <u>provided to CSDA an unrevokednot revoked</u> consent to the use of electronic transmission for such communications. The method of electronic communication utilized must create a record that is capable of retention, retrieval and review by CSDA.

All such electronic transmissions shall include a written statement that each member receiving such communication has the right to have the notice provided in nonelectronic form. Any member may withdraw its consent to receive electronic transmissions in the place of written communications by providing written notice to CSDA of such withdrawal of consent.

Notice shall not be given by electronic transmission by CSDA if CSDA is unable to deliver two (2) consecutive notices to a member by that means, or otherwise becomes aware of the fact that the member cannot receive electronic communications.

D. Electronic Meetings:

Members not physically present in person at either an annual or special meeting of members may participate in such a meeting by electronic transmission or by <u>electronic</u> video screen communication<u>use of web-based video communication software</u> by and between such members and CSDA. Any eligible member participating in a meeting

electronically shall be deemed present in person and eligible to vote at such a meeting, whether that meeting is to be held at a designated place, conducted entirely by means of electronic transmission, or conducted in part by electronic communication between CSDA and those members who are not capable of being physically present at such designated meeting place.

Annual and special meetings of the members may be conducted in whole or in part by electronic transmission or by <u>use of web-based video communication software electronic</u> video screen communication by and between CSDA and its members if all of the following criteria are satisfied: (1) CSDA implements reasonable procedures to provide members participating by means of electronic communication a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to hear the proceedings of the meeting including comments of members participating in person substantially concurrent with such proceedings; and (2) any votes cast by a member by means of electronic communication by and between CSDA and a member must be recorded and maintained in the minutes by CSDA.

E. Majority Vote:

Any matter submitted to the membership for action or approval shall constitute the action or approval of the members only when: (1) the number of votes cast by regular voting members present at the meeting equals or exceeds the quorum requirement of 25 registered voters regular voting members; and (2) the number of votes approving the action or proposal equals or exceeds a majority (i.e., 50% plus one) of the regular voting members present and casting votes on the issue.

F. Solicitation of Written Ballots from Members:

All solicitations of votes by written ballot, whether by means of electronic communication or first class mail, shall: (1) state the number of returned ballots needed to meet the quorum requirement; (2) state, with respect to returned ballots other than for election of directors, that the majority of returned ballots must indicate approval of each measure in order to adopt such measure; and (3) specify the time by which the written ballot must be received by CSDA in order to be counted. Each written ballot so distributed shall: (1) set forth the proposed action; (2) give members an opportunity to specify approval or disapproval of each proposal; and (3) provide a reasonable time in which to return the ballots to CSDA either electronically or by first class mail.

Each written ballot distributed by first class mail shall be mailed to each regular voting member at least 45 days in advance of the date designated for return of the ballot by each such member to CSDA. Written ballots transmitted electronically to members shall be electronically communicated at least 45 days in advance of the date designated for return of the ballot by each member to CSDA.

G. <u>Return of Ballots:</u>

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic

communication from regular voting members after the specified date shall be invalid and shall not be counted.

H. Number of Votes Required for Approval of Action on Written Ballot:

Approval by written ballot shall be valid only when (1) the number of votes cast by written ballot either by means of electronic communication or first class mail within the specified time equals or exceeds the quorum required to be present at a meeting authorizing the action (25 votes); and (2) the number of approvals votes in favor of the action equals or exceeds the number of votes that would be required for approval at a meeting of members, (i.e. 50% plus one) of those participating members casting written ballots either electronically or by first class mail.

Section 7. Termination of Membership:

A member shall not be in good standing, and membership may be terminated, <u>O</u>on occurrence of any of the following events, <u>a member shall no longer be in good standing</u>, and <u>membership</u> <u>may be terminated</u>:

- A. Any member delinquent in the payment of dues for a period of three months after said dues are due and payable, shall be notified in writing of such arrearage, and shall be given written notice of possible termination. If such delinquent dues remain unpaid for 45 days after notice, the delinquent member shall automatically cease to be a member of CSDA. CSDA's Chief Executive Officer may approve special payment arrangements if deemed necessary including with those districts that may be members of the Special District Risk Management Authority (SDRMA).
- **B.** Determination by the Board of Directors that a member has failed in a material and serious degree to observe the rules of conduct or operational policies of CSDA, including but not limited to the Corporation's Anti-Trust Policies, or has engaged in conduct materially and seriously prejudicial to this CSDA's purposes and interests.

Section 8. Procedure for Termination of Membership:

If grounds exist for terminating the membership of a member under Section 7 hereofof these bylaws, the following procedures shall be followed:

- A. The Board of Directors shall give the member at least 15 days prior written notice of the proposed termination and the reasons for the proposed termination of membership. Notice shall-may be given by any method reasonably calculated to provide actual notice. Notice given by mail shall be sent by first-class mail to the member's last address as shown on CSDA records.
- B. The member shall be given an opportunity to be heardprovided an opportunity to contest the termination, either orally or in writing, at least 5 days before the effective date of the proposed termination of ______membership. The <u>A</u> hearing meeting shall be held in a time and manner determined by the Chief Executive Officer, or the written statement considered, by the Board of Directors which is responsible for determining in its sole discretion whether the termination of membership should occur.

C. The Board of Directors shall determine whether the membership shall be terminated. The decision of the Board of Directors shall be final.

ARTICLE III – DIRECTORS

Section 1. Number of Directors:

The authorized number of elected directors to serve on the Board of Directors shall be 18. Each regular voting member shall be limited to one seat on the Board.

There shall be three directors elected from three different regular voting members in each of the six CSDA networks. Directors elected from each of the six networks shall hold staggered three-year terms.

Section 2 Term of Office:

Directors elected from each of the six networks shall hold staggered three-year terms. After the annual election of directors, a meeting of the Board shall be held to ratify the election results. The term of office of the newly elected persons shall commence on the following January 1 and shall automatically terminate three years thereafter <u>unless a newly elected or appointed Director</u> is completing the remaining balance of an incomplete term due to a vacancy in a respective <u>Director seat</u>.

Early Assumption of Office.: In such cases, if there is a candidate-elect who has won the election and is willing to assume office early to fill a vacant seat, the Board of Directors may allow the candidate-elect to assume office prior to the regular January 1 start date.

Conditions: The candidate-elect assuming office early shall meet all eligibility requirements for Board membership.

Ratification: The early assumption of office by the candidate-elect shall be subject to ratification by the Board of Directors at its next regularly scheduled meeting following the completion of the election.

Change in Regular Voting Member Affiliation.: Any Director that is a board member or managerial employee of a member district and subsequently transitions to a board member or managerial employee position at another regular voting member district in the same Network, shall retain their seat and term.

Conditions: In order to retain voting rights on the CSDA Board of Directors, the Director shall provide a resolution or minute action from their new district within two months of the change affirming the individual Directors continued service on the CSDA Board of Directors.

Section 3. Nomination of Directors:

Nomination of Directors seeking to serve on the Board shall be by network. Any regular voting member in good standing is eligible to nominate one person from their district to run for director of CSDA. The CSDA director nominee shall be a member of the board of directors of the district or a managerial employee as defined by that district's board of directors. Nomination of the director designee shall be made by a resolution or minute action of the regular voting member's

Board of Directors. Only one individual from each regular voting member district may be nominated to run at each election.

CSDA staff will review all nominations received and accept all that meet the qualifications set by these Bylaws. A slate of each network's qualified nominees will be transmitted by mail or electronic ballot to that network's regular voting membership for election pursuant to Article III, Section 4

Section 4. Election of Directors:

The Election and Bylaws Committee shall have primary responsibility for establishing and conducting elections for the Board of Directors. The Committee may enforce any regulation to facilitate the conduct of said elections. Directors shall be voted upon and elected by the regular voting members from the network from which they are nominated.

The Election and Bylaws Committee shall meet each year to review, with <u>CSDA</u> staff, the networks where election of directors will be necessary. The Committee will coordinate₇ with staff₇ the dates nomination requests shall be mailed to the regular voting members, the official date for the nomination requests to be received at the CSDA office, and set the date of the election.

A. Written Notice:

Written notice requesting nominations of candidates for election to the Board of Directors shall be sent by first class mail or electronically to each regular voting member in good standing on the date specified by the Election and Bylaws Committee, which shall be at least <u>120-100</u> days prior to the election. The nominations must be received either by mail or electronically by CSDA before the established deadline which shall be no later than 60 days prior to the election. Nominations received after the deadline date shall be deemed invalid. In the event an incumbent does not re-run for their seat, the nomination period for that network shall be extended by ten days.

B. Balloting and Election:

Voting for directors shall be by written ballot distributed by mail or by electronic transmission by CSDA directly or via authorized third-party to members eligible to vote in each network.

After the nomination period for directors is closed, a written ballot specifying the certified nominees in each network shall be distributed by first class mail or electronically to each regular voting member in that network. Each such regular member in good standing in each network shall be entitled to cast one vote for each of that network's open seats on the Board. In the event there is more than one seat available for election, regular members shall be entitled to a number of votes equal to the seats available for election in their network.

The ballot for each network shall contain all nominations accepted and approved by CSDA staff. In the event there is only one nomination in a network, the nominee shall automatically assume the Seat up for election and a ballot shall not be mailed or electronically transmitted. Staff will execute a Proof of Service certifying the date upon which all regular voting members of each network were sent a ballot, either by first class

mail or by electronic transmission. The form of written ballot and any related materials sent by electronic transmission by CSDA and completed ballots returned to CSDA by electronic transmission by participating members must comply with all of the requirements of Article II, Section 6(F-H) of these Bylaws. If a member does not consent to electronic communication for balloting purposes, a form of written ballot will be mailed to such participating member no later than 45 days prior to the date scheduled for such election. All written ballots shall indicate that each participating member may return the ballot by electronic communication or first class first-class mail.

All solicitations of votes by written ballot shall: (1) state the number of returned ballots needed to meet the quorum requirement; (2) state, with respect to ballots for election of directors, that those nominees receiving the highest number of votes for each Board position subject to election will be certified as elected to that Board position.

Election of a nominee to a Board position shall be valid only when: (1) the number of votes cast by written ballot, transmitted either electronically or by first class mail, within the time specified, equals or exceeds the quorum required to be present at a meeting of members authorized in such action ; and (2) the number of written ballots approving the election of a nominee must be the highest number of votes cast for each <u>respective</u> Board position subject to election.<u>- as would be required for an election of a nominee at a meeting of the members</u>.

Written ballots shall be returned either by first class mail or by electronic mail communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date, which shall be at least 45-30 days prior to the Annual Conference. Written ballots received either by first class mail or electronic communication after the specified date shall be invalid and shall not be counted.

All written ballots received by mail shall remain sealed until opened in the presence of the Election and Bylaws Committee chairperson or their designee. All electronic ballots will be prepared, distributed, authenticated, received, tabulated, and kept secure and confidential. Election documents will be retained as outlined in CSDA's Board approved records retention policy.

Section 5. Event of Tie:

In the event of a tie vote, a supplemental written ballot containing only the names of those candidates receiving the same number of votes shall be distributed either by first class mail or electronically to each regular voting member in the network where the tie vote occurred.

Those written ballots received by mail or electronically prior to the close of business (5:00 pm) on the date designated by the Election and Bylaws Committee shall be considered valid and counted. All supplemental written ballots received after the designated date whether by first class mail or electronically shall be deemed invalid. All written ballots received either by mail or electronically shall remain sealed as provided in Article III, Section 4.B of these Bylaws.

In the event the supplemental written ballot also results in a tie vote, the successful candidate will be chosen by a drawing by lot.

Section 6. Director Vacancy:

In the event of a director vacating their seat on the Board of Directors, an individual who meets the qualifications as specified in <u>these Article III Section 3 of these Bby</u>laws may be appointed or elected to complete the director's unexpired term.

A. <u>Two or Three Vacant Seats in the Same Network:</u>

In the event more than one seat on the CSDA Board of Directors in any one network is vacant at the same time, such vacancies shall be filled by election. A written ballot shall be prepared; listing all nominees for that network accepted and approved by CSDA and distributed o each regular voting member in each such network either by first class mail or by electronic communication pursuant to the provisions of Article III, Section 4.A and B of these Bylaws

Regular members of each network shall be entitled to cast one vote for each open seat in that network by returning a completed written ballot to CSDA either by first class mail or by electronic communication. The candidate receiving the most votes will be elected to the vacant seat with the longest remaining term. The candidate receiving the second highest number of votes will be elected to fill the vacant seat with the second longest remaining term. The candidate receiving the third highest number of votes will be elected to fill the vacant position with the third longest remaining term.

B. Vacancy Outside of Nomination Period

In the event of a vacancy occurring outside of the nomination period timeframe, at the discretion of the CSDA Board, the vacancy may be filled by appointment or special election. The CSDA Board at its discretion may leave a vacancy that occurs outside of the nomination period unfilled until the next regularly scheduled election.

Should the CSDA Board choose to fill the vacancy by appointment, notification of the vacancy and request for nominations shall be sent by regular mail or electronic communication to all regular members in good standing in the network in which the vacancy occurred. The network's existing directors sitting on the CSDA Board shall interview all interested candidates of that network and bring a recommendation to the CSDA Board of Directors for consideration. The Board shall make the appointment to fill the unexpired term of the vacated Board position.

Should the CSDA Board choose to fill the vacancy by special election, written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in good standing in the network in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the written ballot for election in that network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B hereof.

C. Vacancy During Nomination Period:

In the event of a vacancy occurring during the nomination period, the vacancy shall be filled by election. Written notification of the vacancy and request for nominations shall be sent either by first class mail or electronically to each regular member in the network

in which the vacancy occurred. Nominations will be accepted for the vacant seat by first class mail or by electronic communication and shall be placed on the written ballot for election in that network. Such election shall be conducted pursuant to the provisions of Article III, Section 4.A and B <u>hereofof these bylaws</u>.

Section 7. Director Disqualification:

- A. A director shall become disqualified from further service on the Board of Directors or any committee upon the occurrence of any of the following:
 - 1. A director's district is no longer a member of CSDA;
 - <u>2.</u> A director is no longer a board member or an employee of a member district;
 <u>2.3.</u> A director is no longer a board member or an managerial employee of a regular member district in the Network they were elected or appointed from;
 - 3.4. A director is elected or appointed to the Board of Directors of the Special District Risk Management Authority (SDRMA) or
 - 4.5. A director's resignation from CSDA.

Any officer or director may resign at any time by giving written notice to the President or CEO. Any such resignation shall take effect at the date of the receipt of such notice or at any time specified therein.

B. The position of a director may be declared vacant by a majority vote of the CSDA Board of Directors when a director is unexcused and fails to attend three consecutive meetings of the Board or has not completed the Board Member requirements and expectations as outlined in policy.

Section 8. Powers of Directors:

Subject to the limitations of these Bylaws, the Articles of Incorporation, and the California General Nonprofit Corporation Law, all corporate powers of the CSDA shall be exercised by or under the authority of the Board of Directors.

Directors shall serve without compensation. However, they shall be allowed reasonable reimbursement for pre-approved expenses incurred in the performance of their duties as Directors.

<u>Annual Report:</u> The Board of Directors shall cause an annual report to be sent to the members within 120 days after the end CSDA's fiscal year. That report shall contain the following information, in appropriate detail:

- The assets and liabilities of CSDA as of the end of the fiscal year;
- The principal changes in assets and liabilities;
- CSDA's revenue or receipts, both unrestricted and restricted to particular purposes;
- CSDA's expenses or disbursements for both general and restricted purposes.

The CSDA Annual Financial Audit shall serve as the Annual Report of CSDA.

Section 9. No Dual Directorships:

During any period that CSDA is a participant in the Alliance Executive Council Memorandum of Understanding (MOU), the Board of Directors of CSDA shall appoint three (3) members of its board to serve as members of the Alliance Executive Council. No member of the Board of Directors of CSDA shall serve as a director on the board of SDRMA during the term of the MOU. In the event a director is elected to SDRMA, that director shall immediately be disqualified from further service on the Board of Directors of CSDA.

ARTICLE IV – DIRECTOR MEETINGS

Section 1. Place of Meetings:

Meetings of the Board of Directors shall be held in the state of California, at such places as the Board may determine. Directors may participate and have voting privileges remotely from other states and countries.

Section 2. Ratification Meeting:

Following the election of Directors, the Board shall hold a meeting at such time and place as determined by the Board for the purpose of ratifying the newly elected directors and to transact other business of CSDA.

Section 3. Organization Meeting:

After the ratification meeting, an organizational meeting of the Board shall be held at such time and place as determined by the Board for the purpose of electing the officers of the Board of Directors and the transaction of other business of CSDA.

Section 4. Planning Session:

As directed by the Board of Directors, a special Strategic Planning Meeting shall be held to review, evaluate, and update the plans, policies and activities related to the business interests of CSDA. Timing and intervals of the Strategic Planning Meeting shall be determined by the Board of Directors.

Section 5. Regular Meetings:

The dates of the regular meetings of the Board of Directors <u>on an annual basis</u> shall be ratified at the last Board meeting of the previous year. The meetings shall be held at such time and place as the Board may determine. The dates and places of the Board meetings shall be published in the CSDA's publications for the benefit of the members.

Section 6. Special Meetings:

A special meeting of the Board of Directors may be called for any purpose at any time by the President or by any group of 10 directors or as described in Article II, Section 6.B.

Such meetings may be held at any place designated by the Board of Directors. In the event directors are unable to personally attend the special meeting, teleconferencing means will be made available.

Notice of the time and place of special meetings shall be given personally to the directors, ordirectors or sent by written or electronic communication. All written notices shall be sent at least ten days prior to the special meeting and electronic notices at least five days prior.

Section 7. Board of Directors Meeting Quorum:

A quorum of the Board of Directors for the purpose of transacting business of the CSDA shall consist of ten directors. A majority vote among at least ten directors present at a duly noticed meeting shall constitute action of the Board of Directors.

Section 8. Board Meetings by Telephone and Electronic Communications:

Any Board meeting may be held by conference telephone, <u>use of web-based video</u> <u>communication software video screen communication</u> or other electronic communications equipment. Participation in such a meeting under this Section shall constitute presence in person at the meeting if both of the following apply: (a) each Board member participating in the meeting can communicate concurrently with all other Board members; and (b) each member of the Board is provided a means of participating in all matters before the Board, including the capacity to propose or interpose an objection to a specific action to be taken by CSDA, and the capacity to vote on any proposal requiring action of the Board.

Section 9. Official Records:

All official records of the meetings of the CSDA shall be maintained at the principal business office of the CSDA or on official CSDA electronic file server(s).

ARTICLE V – OFFICERS

Section 1. Number and Selection:

The officers of CSDA shall be the President, Vice President, Secretary, Treasurer and the Immediate Past President. The officers shall be elected annually from the members of the Board of Directors without reference to networks. All officers shall be subordinate and responsible to the CSDA Board of Directors and shall serve without compensation.

Each officer shall hold office for the term of one year, or until resignation or disqualification.

The Board of Directors may appoint such other officers as the business of CSDA may require. Each of the appointed officers shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may determine.

Section 2. Duties of the President:

The President shall be the chief officer of the CSDA and shall, subject to the approval of the Board of Directors, give supervision and direction to the business and affairs of CSDA.

The President shall preside at all Board of Director and membership meetings. The President shall be an ex-officio member of all Standing Committees. The President shall appoint committee chairs and vice-chairs and members of the Standing Committees, subject to confirmation by the Board of Directors.

The President shall have the general powers, duties and management usually vested in the office of the president of a corporation. The President shall have such other powers and duties as may be prescribed by these Bylaws or by the vote of the Board of Directors.

Section 3. Duties of the Vice President:

In the absence of, or disability of the President, the Vice President shall perform all of the duties of the President. When so acting, the Vice President shall have all the powers of the President, and be subject to all the restrictions upon the President.

The Vice President shall be an ex-officio member of all of the Standing Committees.

Section 4. Duties of the Secretary:

The Secretary or a designee appointed by the Board of Directors shall give notice of meetings to the Board of Directors, and notices of meetings to the members as provided by these Bylaws.

The Secretary or designee shall record and keep all motions and resolutions of the Board. A record of all meetings of the Board and of the members shall be maintained. All written records of the Secretary shall be kept at the business office of CSDA.

A list of the membership of CSDA shall be maintained by the Secretary or such designee. Such record shall contain the name, address and type of membership, of each member. The date of membership shall be recorded, and in the event the membership ceases, the date of termination.

The Secretary or designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 5. Duties of the Treasurer:

The Treasurer or a designee appointed by the Board of Directors shall keep and maintain adequate and correct accounts of the properties and the business transactions of CSDA, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any director or member of the CSDA.

The Treasurer or designee shall be responsible to cause the deposit of all moneys of the CSDA, and other valuables in the name and to the credit of CSDA, with such depositories as may be designated by the Board of Directors.

The Treasurer or designee, shall disburse, or cause to be disbursed by persons as authorized by resolution of the Board of Directors, the funds of CSDA, as ordered by the Board of Directors.

The Treasurer or designee shall serve as chair of the CSDA Fiscal Committee. The Treasurer shall render to the President and the Board of Directors an account of all financial transactions and the financial condition of CSDA at each Board meeting and on an annual basis, or upon request of the Board.

The Treasurer or designee shall, after the close of the fiscal year of CSDA, cause an annual audit of the financial condition of CSDA to be done.

The Treasurer or such designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 6. Disbursement of Funds:

No funds shall be disbursed by CSDA unless a check, draft or other evidence of such disbursement has been executed on behalf of CSDA by persons authorized by resolution of the Board of Directors.

Section 7. Removal of Officers:

Officers of the Board may be removed with or without cause at any meeting of the Board of Directors by the affirmative vote of a majority of the Board of Directors present at such meeting.

ARTICLE VI – COMMITTEES

Section 1. Committee Structure:

Each committee shall have a chair and a vice-chair. <u>Committee chairs</u> shall be <u>a member</u> of the Board of Directors, <u>except for the CSDA Finance Corporation Committee</u>. <u>Committee Vice-Chairs may be individuals from Regular Member districts in good standing upon appointment by the CSDA Board President and ratification by the CSDA Board of Directors</u>. Each committee shall have at least two Board members and no more than nine Board members. Directors may be appointed as alternate members of a committee, in the event of an absent committee member.

Other members of any committee may include designees of regular, associate or Business Affiliate members.

Section 2. Committee Actions:

All actions of any committee of the CSDA shall be governed by and taken in accordance with the provisions of these Bylaws. All committees shall serve at the pleasure of the Board and have such authority as provided by the Board of Directors. Minutes of each committee meeting shall be <u>kept-maintained</u> and each committee shall present a report to the Board of Directors at each <u>regularly</u> scheduled Board meeting.

No committee may take any final action on any matter that, under these Bylaws, or under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members of the CSDA.

All committees, regardless of Board resolution, are restricted from any of the following actions as imposed by the California Nonprofit Public Benefit Corporation Law:

- No committee may fill vacancies on the Board of Directors or on any committee that has authority of the Board, establish any other committees of the Board, or appoint the members of the committees of the Board.
- No committee may fix compensation of the directors for serving on the Board or on any committee, expend corporate funds to support a nominee for director, or approve any contract or transaction to which CSDA is a party and in which one or more of its directors has a material financial interest.
- No committee may amend or repeal Bylaws or adopt new Bylaws or amend or repeal any resolution of the Board that by its express terms is not subject to amendment or repeal.

Section 3. Committee Meetings:

Meetings of the committees of CSDA shall be held in accordance with the provisions of these Bylaws. The time and place for regular meetings of such committees may be determined by the Board or by such committees. Special meetings of the committees may be called by the chair of such committee, or by the Board of Directors.

Written notice of any regular or special committee meeting may be given either personally, by first class mail, or by electronic transmission as specified in Article II, Section 6.C.2 of these Bylaws. Any committee meeting may also be held by conference telephone, <u>use of web-based video communication softwareweb-conference</u> or other electronic communication equipment. Participation in such a meeting under this Section shall constitute presence in person at the committee meeting if both of the following apply: (a) each committee member participating in the meeting can communicate concurrently with all other committee members; and (b) each member of the committee is provided a means of participating in all matters before the committee, including the capacity to propose or interpose an objection to a specific action to be taken by that committee, and the capacity to vote on any proposal requiring action or recommendation by the committee.

Section 4. Standing Committees:

Standing Committees of CSDA shall be advisory in nature except for the Finance Corporation (see Section 4D). The Standing Committees are: Executive, Professional Development, Elections and Bylaw, Finance Corporation, Fiscal, Legislative, Member Services and Audit.

The President shall recommend the appointment of committee officers and members of each Standing Committee except the Executive Committee. All committee members are subject to ratification by the Board of Directors.

A. <u>Executive Committee:</u>

The Executive Committee shall consist of all officers of CSDA: the President, Vice President, Secretary, Treasurer and the Immediate Past President of CSDA. If the Immediate Past President is no longer a member of the Board of Directors, a previous past president may be appointed. If there are no directors who have served previously as President, the President shall appoint a current director to serve as a member of the Executive Committee.

Subject to these Bylaws and approval of the Board of Directors, the Executive Committee shall have full power, authority and responsibility for the operation and function of the CSDA.

B. Professional Development Committee:

The Professional Development Committee shall provide advice, feedback and general guidance for CSDA professional development programs and events.

C. Election and Bylaws Committee:

The Election and Bylaws Committee shall be responsible for conducting all elections for the CSDA Board of Directors as provided in these Bylaws. The Committee shall annually review the Bylaws and shall be responsible for membership vote on any bylaw changes and approval of election materials.

D. Finance Corporation Committee:

The Finance Corporation Committee shall serve as ex officio members of the Board of Directors of the CSDA Finance Corporation, a California non-profit public benefit corporation organized to provide financial assistance to CSDA members in acquiring, constructing and financing various public facilities and equipment for the use and benefit of the public. The Finance Corporation Committee is not an advisory committee, but rather has all of the powers described in the CSDA Finance Corporation Bylaws, which are incorporated herein by this reference. Such powers include the powers to manage and control the business affairs of the corporation, to approve policies for the corporation's operations, and to enter into all contracts necessary to provide financial assistance to CSDA members.

E. Fiscal Committee:

The Treasurer shall serve as the chair of the Fiscal Committee and shall, with the Committee, be responsible for oversight of all the financial transactions of the CSDA. An annual budget shall be reviewed by the committee and ratified by the Board of Directors.

F. Legislative Committee:

The Legislative Committee shall be responsible for the development of CSDA's legislative agenda and advocacy priorities. The Legislative Committee shall review, direct and assist the CSDA Advocacy and Public Affairs Department with legislative and public policy issues.

G. Member Services Committee:

The Member Services Committee shall be responsible for recruitment and retention activities as well as recommendation of new members and benefits to the CSDA Board of Directors. All new members shall be ratified by the Board of Directors.

H. Audit Committee:

The Audit Committee is responsible for maintaining and updating internal controls. The Committee selects the Auditor for Board of Directors approval and provides guidance to the auditors on possible audit and fraud risks. The Committee reviews the audit and management letter and makes recommendation to the Board of Directors for action.

Section 5. Ad Hoc Committees:

The President may appoint other Ad Hoc Committees and their officers as may be determined necessary for the proper operation of the CSDA. The Standing Committees and the Ad Hoc Committees shall plan and authorize such programs as may be directed by the Board of Directors.

The Ad Hoc Committees shall be advisory in nature and shall be composed of at least two members of the Board of Directors. Other members of such committees may include designees of regular, associate or professional members, or members of the public, as approved by the Board of Directors.

Section 6. Special Committee of the Board:

A Special Committee may be granted authority of the Board as a Committee of the Board, as required by the California Nonprofit Public Benefit Corporation Law, provided by a specific resolution adopted by a majority of the Board of Directors then in office. In such case, the Special Committee shall be composed exclusively of two or more directors, but less than a quorum of the Board of Directors.

ARTICLE VII – INDEMNIFICATION

Section 1. Right of Indemnity:

To the fullest extent permitted by law, the CSDA shall defend, indemnify and hold harmless both its past and present directors, officers, employees and other persons described in Section 5238(a) of the California Corporations Code, against any and all actions, expenses, fines, judgments, claims, liabilities, settlements and other amounts reasonably incurred by them in connection with any "proceeding", as that term is used in the Section 5238(a) of the California Corporations Code.

"Expenses", as used in these Bylaws, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

Section 2. Approval of Indemnity:

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met, and if so, the Board shall authorize indemnification.

If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of the members.

At the request for indemnification meeting, the members shall determine under Section 5238(e) of the California Corporations Code whether the applicable standard or conduct set forth in Section 5238(b) or Section 5238(c) has been met, and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

Section 3. Insurance:

CSDA shall have the right to purchase and maintain insurance to the full extent permitted by law, on behalf of its officers, directors, employees, and agents, against any liability asserted against or incurred by any officer, director, employee or agent in such capacity, or arising out of the officer's, director's, employee's, or agent's status as such.

Section 4. Liability:

No member, individual, director, or staff member of the CSDA shall be personally liable to the CSDA's creditors, or for any indebtedness or liability. Any and all creditors shall look only to the CSDA's assets for payment.

ARTICLE VIII – AFFILIATED CHAPTERS

Section 1. Purpose:

The purpose of affiliated chapters is to provide local forums of members for the discussion, consideration and interchange of ideas concerning matters relating to the purposes and powers of special districts and the CSDA.

The affiliated chapters may meet to discuss issues bearing upon special districts and the CSDA. The chapters may make recommendations to the CSDA's Board of Directors.

Section 2. Organization:

The regular voting members of CSDA are encouraged to create and establish affiliated chapters. In order to be recognized as a CSDA Chapter, each Chapter must approve and execute a Chapter Affiliation Agreement in order to obtain the right to use the CSDA name, logo, membership mailing list, intellectual property, endorsements, and CSDA staff support and technical assistance in conducting Chapter activities. The terms and conditions of the Chapter Affiliation Agreement are incorporated herein by this reference.

Each chapter formed prior to August 1, 2011 must have at least one CSDA member in their membership at all times, including but not limited to the following chapters: Alameda, Butte, Contra Costa, Kern, Marin, Monterey, Orange (ISDOC), Placer, Sacramento, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara and Ventura. Such existing chapters may include as members: local organizations and businesses, districts and professionals who are not members of CSDA.

New chapters formed after August 1, 2011, are required to have 100 percent of their special district members as current members of CSDA in order to be a chapter affiliate of CSDA. Such chapters may include as members: local organizations/businesses and professionals who are not members of CSDA.

Affiliated chapters shall be determined upon approval and execution of the Chapter Affiliation Agreement by the chapter and approval and ratification of the Chapter Affiliation Agreement by the CSDA Board of Directors. The chapters shall be required to provide updated membership lists to the CSDA at least annually or upon request by the President or CEO.

No partnership or joint venture shall be established between CSDA and its affiliated chapters by reason of the provisions of these Bylaws or the Chapter Affiliation Agreement.

Section 3. Rules, Regulations and Meetings:

Each affiliated chapter shall adopt such rules and regulations, meeting place and times as the membership of such affiliated chapter may decide by majority vote. Rules and regulations of the affiliated chapter shall not be inconsistent with the Articles of Incorporation or Bylaws of CSDA.

Section 4. Financing of Affiliated Chapters:

No part of CSDA's funds shall be used for the operation of the affiliate chapters. CSDA is not responsible for the debts, obligations, acts or omissions of the affiliate chapters.

Section 5. Legislative Program Participation:

Affiliate chapters may function as a forum regarding federal, state and local legislative issues. The chapters may assist CSDA in the distribution of information to their members.

ARTICLE IX – AMENDMENTS TO THE BYLAWS

Section 1. Amendment Proposals:

Any regular voting member in good standing may propose changes to these Bylaws. The proposed amendments shall be reviewed by the Board of Directors and submitted to the Election and Bylaws Committee for their study.

After examination by the Election and Bylaws Committee and upon approval by the Board of Directors the amendment proposals may be submitted for vote at the Annual Business meeting of the members held by CSDA, at a specially called meeting, or by mail or electronic ballot.

Section 2. Amendment Membership Meeting:

Prior notice in writing of the proposed amendments to these Bylaws shall be given either by first class mail or by electronic transmission by the Board of Directors to the regular voting members in good standing, not later than 45 days in advance of the amendment meeting pursuant to the provisions of Article II, Section 6.C of these Bylaws. The electronic notice shall include copies of the proposed amendments.

Electronic copies of the proposed amendments shall also be available on the CSDA website for review by the regular voting members prior to the meeting. Copies of the proposed amendments shall also be available for the regular voting members at the amendment membership meeting.

The amendment membership meeting may be conducted as an electronic meeting pursuant to the provisions of Article II, Section 6.D of these Bylaws.

Section 3. Written Bylaw Amendment Ballot:

The Board of Directors of CSDA may submit Bylaw amendments for approval of regular voting members by mail or electronic ballot rather than by means of an amendment membership meeting.

When a written ballot is used to amend these Bylaws, the ballot shall include the text of all proposed Bylaw amendments the Board of Directors intends to present for vote by the members. Such written ballot shall contain the information specified in Article II, Section 6.F of these Bylaws and shall be distributed to regular voting members either by first class mail or by electronic transmission at least 45 days in advance of the date designated for return of the ballot.

Written ballots shall be returned either by first class mail or by electronic communication to either the principal business address of CSDA or CSDA's designated electronic format specified on the ballot prior to the close of business (5:00 pm) on the designated election date. Written ballots received either by first class mail or electronic communication after the specified date shall not be counted and will be deemed invalid.

Section 4. Bylaw Amendment Ratification:

A. <u>Membership Meeting:</u>

The proposed Bylaw amendments shall be deemed adopted by the members when the number of votes cast by regular voting members present at such membership meeting meets or exceeds the required quorum of 25 regular voting members, and the number of votes cast approving the Bylaw amendments constitutes a majority of votes cast, i.e., 50% plus one of regular voting members casting ballots at such meeting.

B. Mail or Electronic Ballot:

The proposed Bylaw amendment/s shall be deemed adopted by a majority of the regular voting members by mail or electronic ballot when the provisions of Article II, Section 6.H of these Bylaws have been satisfied.

EXHIBIT A

Updated November 1, 2019



PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT / AGENDA REPORT

TO: BOARD OF DIRECTORS

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

DATE: November 6, 2024

SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST FOR PROPOSALS FOR THE FREEDOM PARK RESTROOM REMODEL DESIGN

SUMMARY

The FY 2024-2025 Fund 30 Quimby Budget allocates \$500,000 towards the redesign and renovation of the restrooms and concession stand on the westside of Freedom Park. The entire structure needs to be brought into compliance with the standards of the Americans with Disabilities Act. Architectural design services will be used to determine whether the current structure should be redesigned or replaced with a new, accessible facility.

BACKGROUND

In 1976, the U.S. Secretary of the Interior transferred a portion of the former Oxnard Air Force Base, located in Camarillo, to the Pleasant Valley Recreation and Park District through a quitclaim deed. The property, now known as Freedom Park, was conveyed for public use and has been maintained as a park and recreation area for the general public ever since.

Over the years, Freedom Park has evolved to accommodate various recreational activities. It has served as a venue for soccer, baseball, radio-controlled car racing, BMX bicycle track, and roller hockey. Recently, the District has expanded the park's offerings by adding a lighted dog park and collaborating with Miracle League of the 805 to construct an adaptive baseball field at the southeast end of the park.

During the FY 2024/2025 budget workshops, staff identified a restroom renovation project at Freedom Park as a key Capital Improvement Project. This project is funded through Quimby Funds, with the Board approving \$500,000 for the design and remodeling of the existing restrooms. The proposed renovations will replace the current facility located next to the baseball fields, providing modernized restrooms that meet ADA compliance standards as required by state and federal law.

The project aims to enhance accessibility and improve the overall user experience at Freedom Park, ensuring the continued viability of the park as a community resource.

ANALYSIS

The purpose of this Request for Proposal (RFP) is to engage an architectural firm to provide design services for the renovation of the restroom building located on the west end of Freedom Park. The building currently serves multiple functions, including restrooms, a concession stand, storage, and essential electrical needs.

The District is seeking two (2) design options for this project:

- 1. **Retrofit Option**: Renovate the existing structure to include separate men's and women's restrooms, along with any necessary upgrades to ensure compliance with ADA state and federal requirements.
- 2. **Replacement Option:** Demolish the existing structure and replace it with a prefabricated building that will include restrooms, a concession stand, and adequate storage to meet current operational needs. This new structure will also incorporate the required electrical infrastructure.

Both options aim to improve functionality and accessibility while ensuring the facility meets modern standards.

SCOPE OF WORK

The architectural firm will redesign the current building, which currently consists of three individual stalls without ADA access, to create restrooms that comply with ADA requirements, including a baby changing station, and provide a minimum of two stalls.

For this project, the District is requesting two options:

Option 1: Reconfigure the Existing Building

- 1. Redesign the restroom area for each side to include a minimum of:
 - a. One (1) ADA-compliant stall.
 - b. One (1) regular stall.
 - c. One (1) sink and one (1) hand dryer.
 - d. One (1) baby changing station.
 - e. One (1) urinal in the Men's restroom.
- 2. The ideal preference is to keep three (3) stalls/toilets in the women's restroom as well as two (2) urinals in the men's restroom, however; spacing needed to have an ADA-compliant stall in each room will take priority.
- 3. The existing concession stand, which is attached to the current building, may need to be redesigned to ensure it meets ADA compliance.

Option 2: Demolish the Existing Building and Install a Prefabricated Structure

- 1. The new prefabricated restroom facility will include a minimum of:
 - a. One (1) ADA-compliant stall.
 - b. A minimum of one (1) additional stall in the women's restroom and a minimum of one (1) additional stall and one (1) urinal in the men's restroom.
 - c. One (1) baby changing station.
 - d. One (1) hand dryer.
- 2. The design must also incorporate a concession stand, storage areas, and an electrical room to meet current operational needs.

TIMELINE

- Tuesday, November 12, 2024
- Tuesday, December 10, at 10:00 a.m.
- Thursday, December 19 at 5:00 p.m.
- Friday, January 3, 2025, at 10:00 a.m.
- Wednesday, February 5, 2025
- Monday, February 10, 2025
- Friday, April 25, 2025

Request for Proposal released

- Mandatory Site Walk
- Questions are due
- Proposals are due and must be received by
- Contract award
- Project start date
- Project (Design) Completion Date Deadline

FISCAL IMPACT

There is no fiscal impact at this time. After reviewing and evaluating the submitted proposals, staff will return to the Board to seek approval for the selected option. At that point, the fiscal impact will be presented, which has already been accounted for in the FY 2024/2025 Budget.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy

- **3.1**: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.
- **3.4.C**: Assess funding and prioritize park improvements to Freedom Park to include Freedom Center, Freedom Pool, and the Pavilion/Concession area.

RECOMMENDATION

It is recommended the Board approve the Request for Proposals (RFP) for the Architectural Design Phase of the Freedom Park Restroom remodel.

ATTACHMENTS

- 1) RFP Freedom Park Restroom (west) Building (8 pages)
- 2) Professional Agreement Draft (9 pages)

To Retrofit the Existing Restroom Building or Demolish the Current Building and Install a Prefabricated Building at Freedom Park Restrooms (West)

Request for Proposal: Due January 3, 2025, 10:00 am



www.pvrpd.org • 805-482-1996

Matthew Parker Park Services Manager Pleasant Valley Recreation and Park District, Camarillo, CA 805-482-5396 mparker@pvrpd.org www.pvrpd.org The Pleasant Valley Recreation and Park District (PVRPD) is soliciting proposals from qualified Architectural Firms to provide services for the design and plan for the remodeling of the Freedom Park restrooms, located at 275 Pleasant Valley Road, Camarillo, California 93010.

We are asking for two (2) options on this project:

- 1) To retrofit the existing building to have separate men's and women's restrooms and bring the entire building up to ADA standards.
- 2) Demolish the current building and install a prefabricated building to include all current functions including restrooms, a concession stand, storage, and essential electrical needs.

DESCRIPTION OF WORK:

The District seeks to contract with an architectural firm that will design the building to meet ADA standards for both the women's and men's restrooms and have a minimum of one ADA stall for each.

Option 1:

- 1) The women's restroom will have a minimum of one (1) ADA-compliant stall, one regular stall (preferable 2 stalls for total of 3 stalls), a hand dryer, sink, and a baby changing table.
- 2) The men's restroom will have a minimum of one (1) ADA-compliant stall, one (1) regular stall, one (1) urinal (prefer 2 if design allows), a hand dryer, sink and a baby changing table.
- 3) The existing concession stand that is attached will need to accommodate for ADA compliance.

Option 2:

- 1) Demolish the existing building and install a prefabricated, ADA-compliant structure that will have:
 - a. A women's restroom that will have three (3) stalls, a sink, hand dryer and a baby changing table.
 - b. A men's restroom that will have two stalls (2), two (2) urinals, a sink and a baby changing table.
 - c. A concession stand, storage, and essential electrical needs.

STRUCTURAL PLANS:

BASIC OF SPECIFICATIONS ASSUMPTIONS/PROJECT UNDERSTANDING IF OPTION #1 IS CHOSEN:

- A. Proposed Project is providing assessment and subsequent design work for two options:
 - **a.** To remodel and upgrade the existing park restroom and storage building located at Freedom Park (west restroom) and modify existing building to meet ADA standards and
 - **b.** Design work for demolishing the existing restroom and storage building and replacing it with a prefabricated, ADA-compliant structure.
- **B.** If Option 1 is selected; revise existing restroom and storage areas to provide two separate restroom facilities: one (1) for women and one (1) for men.
- **C.** Electrical service to remain in place.
- **D.** Modify existing concrete "flatwork" at existing building.
- **E.** All plumbing to be water efficient.

- **F.** All electrical lighting to be LED.
- **G.** Project to be prevailing wage whether it is a remodel or a prefabricated building. Client to provide standard contract exhibits as needed for bidding.

SCOPE OF WORK:

- A. Pre-Design & Programming (Phase A)
 - 1. Attend meetings with Client and the City of Camarillo to determine limitations of the project based on:
 - a. Site constraints
 - b. Building codes
 - c. Related City of Camarillo permit requirements.
 - d. Time frames.
 - e. Consultant scope descriptions/requirements.
 - 2. Verify clients provided Architectural Program, which will outline and determine the scope of work for the project based on the following:
 - a. Client's requirements.
 - b. Design parameters.
 - 3. Provide a Preliminary Schedule for project.
- B. Schematic Design & Concept (Phase B)
 - 1. Based on the client-approved Architectural Program, we will provide the following Schematic Drawings. Two revisions included:
 - a. Preliminary site plan of immediate area.
 - b. Floor plan.
 - c. Front exterior elevation.
 - 2. Meet with client to present proposed design.
 - 3. Based on client-approved Schematic Drawings, we will provide the following Design Drawings, documents and/or exhibits:
 - a. Preliminary site plan.
 - b. Floor plan.
 - c. Sections.
 - d. Exterior elevations.
 - e. Exterior colored elevations.
 - f. Color/material board.
 - 4. Meet with client to present proposed Design Drawings and Preliminary Project Description. *Actions are included in Phase M Meetings & Communication.*
- C. Discretionary Permit Processing (Phase C)
 - 1. Based on client-approved Design Drawings, provide the following Planning Drawings, documents and/or exhibits as required by the City of Camarillo for a Minor Modification Permit:
 - a. Site plan, floor plan, sections and exterior elevations with additional agency requirements.
 - b. Photo board and site plan of existing site and surrounding area.
 - c. 600' radius property owner's map, list and labels.
 - d. Assessor's parcel map.
 - e. Applications and questionnaires, as required.

- 2. Provide survey of adjacent concrete flatwork as required for city review purposes.
- 3. Submit and process Planning Drawings, documents, exhibits and applications through the City of Camarillo Planning Department.
- 4. Revise drawings, documents and exhibits per the City of Camarillo Planning Department's first review comments, provided no new scope items are required and/or requested. Two rounds of revisions included.
- 5. Attend meetings with client, the City of Camarillo and public officials as required. (Two maximum) **Actions are included in Phase M Meetings & Communication*
- D. Construction Documents (Phase E)
 - 1. Provide Construction Documents based on the Planning Drawings and at the level required by the City of Camarillo Building & Safety and Public Works Department(s) for permit approval:
 - a. Architectural drawings and schedules.
 - b. Structural engineering drawings and calculations for shade structure buildings is assumed to be structurally sound.
 - c. Mechanical and plumbing drawings and calculations. No HVAC is included, venting only.
 - d. Electrical drawings and calculations.
 - 2. Provide a Project Manual at the level noted in the client-approved Preliminary Project Description.
 - 3. Provide the following additional drawings, documents and/or exhibits as required by the City of Camarillo Building & Safety Department for a building permit:
 - a. Project Analysis.
 - b. Conditions.
 - c. Mechanical Title 24 documentation.
 - 4. Coordinate and provide concrete flatwork plan as required for building permit.
 - 5. Submit and process plans through the City of Camarillo Building & Safety and Public Works Department(s) for permit approval.
 - 6. Revise drawings, documents and exhibits per City of Camarillo plan check corrections, provided no new scope items are required and/or requested. Two rounds of revisions are included in this agreement.
 - 7. Meetings with clients and consultants during this phase. Two meetings included.
 - 8. Assist client in pre-bidding and contractor selection process to verify consistency with plans and specs to match PVRPD standards. **Actions are included in Phase M Meetings & Communication.*
- E. Construction Contract Procurement (Phase F)
 - 1. Assist in determining and qualifying an appropriate number of qualified general contractors to bid the construction scope. Project to be prevailing wage per PVRPD requirements as provided by client.
 - 2. Assist in delivering Procurement Documents to prospective Contractors.
 - 3. Answer Requests for Information from prospective contractors in a timely fashion.
 - 4. Update the Construction Documents to reflect any modifications and/or substitutions made during this phase.
 - 5. Review the construction contract to minimize risks and liabilities to you and adjust elements that will keep the construction time schedule on track.

- 6. Meet with the successful contractor to review the plans, schedules, and scope, to promote common understanding of the work and mitigate time-consuming alterations, or potential field management issues.
- 7. Coordinate with the contractors on matter of the construction contract, construction schedule, bonds, format for payments, project start, and permit acquisition. **Actions are included in Phase M Meetings & Communication.*
- F. Limited Construction Contract Administration (Phase G)
 - 1. Attend periodic site visits to observe construction and help represent the owner in key meetings with the expanded team, now including the contractor, as directed by the owner. (Maximum two visits per month).
 - 2. Review contractor's requests for information (RFIs), submittals and shop drawings, and maintain an overview of the progress of construction with conformance to schedules and document requirements.
 - 3. Assist, as part of the project team, in streamlining governmental approvals required during the construction phase.
 - 4. Provide structural observation as required by the City for life/safety issues for shade structure.
 - 5. Coordinate appropriate interaction and facilitate communications between the design and engineering professionals and the construction professional.
 - 6. Assist, as part of the project team, with the proper close-out of the construction, including final "walk-through" completion documents, contractor's preparation of maintenance manuals, coordination with your move-in, record documents, and final payments. **Actions are included in Phase M Meetings & Communication.*

G. Meetings & Communication (Phase M)

For meetings and communication described in phases above.

		Estimated Hours
Pre-Design & Programming	Phase A	
Schematic Design & Concept	Phase B	
Discretionary Permit Processing	Phase C	
Construction Documents	Phase E	
Construction Contract Procurement	Phase F	
Limited Construction Contract Administration	Phase G	

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.

SCHEDULE OF DELIVERABLES:

A. Pre-Design & Programming (Phase A)

1. Project will be scheduled once signed contract has been received.

2. An Architectural Program and Preliminary Schedule within an estimated two weeks of scheduled date.

B. Schematic Design & Concept (Phase B)

- 1. Schematic site plan, floor plans, sections and elevation drawings to be provided to client within an estimated one to two weeks of a confirmed Architectural Program by client.
- 2. To-scale presentation drawings to be provided within an estimated two weeks of an approved Schematic Design option by client.

C. Discretionary Permit Processing (Phase C)

- 1. Drawings, documents and exhibits described in Phase C scope of work above to be submitted to the City of Camarillo Planning Department within an estimated two to three weeks of completion of Phase B.
- 2. Approximately thirty to forty-five (30-45) days is assumed for the City of Camarillo Planning Department's first review.
- 3. Revised drawings, documents and exhibits per City of Camarillo Planning Department's first review comments to be provided within an estimated two weeks of receipt of an incompleteness letter, provided no new scope items are required and/or requested.

D. Construction Documents (Phase E)

- 1. Drawings, documents and exhibits as described in Phase E scope of work above to be submitted to the City of Camarillo Building & Safety Department within an estimated six weeks from receipt of Planning Approval from the City of Camarillo.
- 2. Approximately ten days is required for the City of Camarillo first Plan Check process.
- 3. Revised drawings, documents and exhibits per City of Camarillo plan check corrections to be provided within two weeks of receipt of corrections, provided no new scope items are required and/or requested. Two rounds of revisions are included in this agreement.

E. Construction Contract Procurement (Phase F)

1. Approximately four to six weeks from receipt of Building Permit estimated to assist in bidding and selecting a contractor.

F. Limited Construction Contract Administration (Phase G)

1. Approximately two months estimated to complete construction of the proposed project. Final schedule to be determined by client's contractor.

FEES:

A. Our total fee for the Scope of Work outlined above is an estimated \$ N/A*, phased as follows:

II.A	Pre-design & Programming	Phase A	Fixed Fee	\$ N/A		
II.B	Schematic Design & Concept	Phase B	Fixed Fee	\$ N/A		
II.C	Discretionary Permit Processing	Phase C	Fixed Fee	\$ N/A		
II.D	Construction Documents	Phase E	Fixed Fee	\$ N/A		
II.E	Construction Contract Procurement	Phase F	Fixed Fee	\$ N/A		
	*Estimated Fee (Section IV) for Phase F includes the following consultant fees:					
	Civil Engineer	\$ N/A				
	Electrical Engineer	\$ N/	A			
	Mechanical & Plumbing Engineer	\$ N/	A			
	Structural Engineer	\$ N/	А			

II.F Limited Construction Contract Administration		Time & Materials /A per month for an esti	,		
*Estimated Fee (Section IV) for Phase G includes the following consultant fees:					
Civil Engineer		\$ N/A			
Electrical Engineer		\$ N/A			
Mechanical & Plumbing Engineer		\$ N/A			
Structural Engineer		\$ N/A			
II.G Meetings & Communication	Phase M	Time & Materials (Estimated)	\$ N/A		

PROPOSAL PROCESS:

The proposal process will consist of a written presentation (three copies) and thumb drive. 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 architectural firm 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.

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.

TIMELINE:

- <u>Monday, November 11, 2024</u>
 <u>Request for Proposal released</u>
- Tuesday, December 10, at 10:00 a.m. Mandatory Site Walk
- <u>Thursday, December 19 at 5:00 p.m.</u> Questions are due
- Friday, January 3, 2025, at 10:00 a.m. Proposals are due and must be received by
- Wednesday, February 5, 2025
 Contract award
- Monday, February 10, 2025
 Project start date
- Friday, April 25, 2025
 Project (Design) completion date Deadline

PROPOSAL DEADLINE:

The deadline for the proposal is **Friday**, **January 3**, **2025**, **at 10:00 a.m.** Proposal must be submitted in a sealed envelope marked *RFP Freedom Park Restrooms* by the deadline. The 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:

Matthew Parker, *Park Services Manager* 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: Matthew Parker, Park Services Manager 805-482-5396 ext. 301 mparker@pvrpd.org

PLEASANT VALLEY RECREATION & PARK DISTRICT PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

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

1. Scope of Services

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work attached as Exhibit "B" and incorporated by reference herein. All work and services by Consultant shall be performed in a diligent and professional manner.

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

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

2. Term of Contract

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

3. Force Majeure

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

4. Independent Consultant Relationship

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

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

5. Compliance with Laws

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

6. Environmental Laws.

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

7. Licenses, Permits, Fees and Assessments.

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

8. Acknowledgement of Relationship

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

9. Payment to Consultant

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

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

or

[INSERT WRITTEN AMOUNT]

10. Assistance by District

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

11. Ownership of Documentation

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

12. Termination of Contract

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the District's General Manager. In the event this Agreement is terminated, all data, specifications, documents, and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the District's General Manager thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

13. Insurance

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

Commercial General Liability Insurance: A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.

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

Workers' Compensation Liability: A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

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

The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's Manager. Such insurance shall name the District, its officers, employees, agents, and volunteers as additional insureds prior to the commencement of this Agreement. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny Consultant access to the Property.

Consultant agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. All of the above policies of insurance shall be primary insurance. The general liability policy shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. Failure on the part of Consultant, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's self-insurance pool.

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

14. Indemnification

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

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

c. Insurance Requirements. Submission of insurance certificates or other proof of coverage shall not relieve Consultant from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not

such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

15. Terms

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

16. Prohibition Against Subcontracting or Assignment

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

17. Examination of Records

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

18. Notice

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

 To Consultant:
 INSERT CONSULTANT NAME Attn: CONSULTANT DESINGNATED CONTACT STREET ADDRESS CITY, STATE, ZIP

 To District:
 Pleasant Valley Recreation and Park District Attn: INSERT DISTRICT CONTACT 1605 Burnley St. Camarillo, CA 93010

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

19. No Waiver

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

20. Partial Invalidity

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

21. Incorporation of Recitals

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

22. California Law

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

23. Additional Provisions

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

24. Attorneys' Fees.

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

25. Conflict of Interest.

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

26. Interpretation

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

27. Corporate Authority.

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

[Signatures on following page]

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

	DISTRICT:
	PLEASANT VALLEY RECREATION &
	PARK DISTRICT
	Ву:
	By: Mary Otten, General Manager
ATTENT	
ATTEST:	
INSERT	CONCULTANT.
	CONSULTANT: [INSERT CONSULTANT NAME]
	By:
	Name:
	Its:
	By:
	Name:
	Its:

EXHIBIT "A" LIABILITY INSURANCE REQUIREMENTS

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

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

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence, \$4,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation Endorsement required.
- Professional Liability (Errors and Omissions): When applicable Insurance appropriates to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- Umbrella Liability/Excess Liability Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- Insured: Must match entity named within the agreement.
- Insurer's Affording Coverage: Must have an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District.
- Policy Effective/Expiration Date: Must cover dates of service or event.
- Description of Operations: Must read "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as an Additional Insured." Include address, date, and name/type of event or description of project.
- Certificate Holder: Must read "Pleasant Valley Recreation and Park District 1605 Burnley Street, Camarillo, CA 93010" (No abbreviations accepted)

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

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

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

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

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

EXHIBIT "B" SCOPE OF WORK

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

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT / AGENDA REPORT

TO: BOARD OF DIRECTORS

- FROM: MARY OTTEN, GENERAL MANAGER By: Justin Kiraly, Administrative Services Manager
- DATE: November 6, 2024

SUBJECT: CONSIDERATION AND APPROVAL OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) ACTUARIAL VALUATION INFORMATION REPORT AS OF JUNE 2023

SUMMARY

The California Public Employees Retirement System (CalPERS) offers a defined benefit retirement plan. It provides benefits based on members' years of service, age, and final compensation. CalPERS provides each participating agency with an Actuarial Valuation Report, an important tool to help the District budget its retirement benefits. These valuation reports also provide insight regarding minimum employer contributions, changes from the previous year's valuations, the District plans' liabilities, funding levels, contributions for both employer and employee and other information.

BACKGROUND

As the nation's largest public pension fund, CalPERS serves more than 2 million members in the retirement system and more than 1.5 million members and their families in their health program. CalPERS is governed by a 13-member Board of Administration who are elected, appointed, or hold office ex officio. The District Board first entered into an agreement with CalPERS effective September 1, 1969. Currently, the District has three different retirement plans: 2.5% @ 55, 2% @ 60, and 2% @ 62.

The 2.5% @ 55 CalPERS retirement plan was approved by the District Board in 2007. In July of 2011, the District Board approved a two-tiered program re-establishing the 2% @ 60 CalPERS retirement plan for all new employees. The California Public Employees' Pension Reform Act (PEPRA) took effect in January 2013, which added a third tier, the 2% @ 62 Plan. These updates also placed compensation limits on members and changed the way CalPERS retirement and health benefits are applied.

CalPERS officials in the July 15, 2024 Preliminary Return news report estimate the entirety of CalPERS Public Employees' Retirement Fund (PERF) accounts are 75% funded, meaning CalPERS in its entirety has enough funds and/or assets to provide for 75% of retirement benefits as a whole at this point in time. The 75% figure assumes future investment earnings averaging 6.8% a year. By its own calculation, CalPERS has posted a 6.7% return average over the last 20 years. CalPERS investment returns do not always hit the projected return in a single year and the

expected rate of return has been lowered over the life of CalPERS, which has left the various plans not fully funded.

On December 21, 2016, the CalPERS Board of Administration voted to lower the discount rate, or expected earnings, from 7.5% to 7% over a three-year period starting in Fiscal Year 2018-2019. The incremental lowering was to give employers more time to prepare for the changes in employer contribution costs. Under the Funding Risk Mitigation Policy which was approved by the CalPERS Board of Administration in 2015, the double-digit return from Fiscal Year 2020-2021 reduced the discount rate further to 6.8%. Lowering the expected rate of return has resulted in lower funded status due to the expectation that assets will grow at a slower rate.

For the one-year period ending on June 30, 2023, CalPERS reported a 5.8% net investment return and CalPERS net position at just under \$465 billion.

The 2022-23 Fiscal Year return for the Public Employees' Retirement Fund (PERF) of 5.8% was the result of 14.1% in Public Stocks, 0% in Fixed Income investments, -2.3% in Private Equity, - 3.1% in Real Assets, and +6.5% in Private Debt.

As previously stated, based on these fiscal year returns, the funded status of the overall PERF is 72%, based on a 6.8% discount rate.

Preliminary numbers for Fiscal Year 2024 is a preliminary net return of 9.3%, 2.8% more than the discount rate; with an estimated funded status increasing to 75%.

Annually, the CalPERS Actuarial Office sends out the Actuarial Valuation Report to each public agency which is always one year in arrears. The report includes pension plan information on the current financial status of each plan along with the projected "Employer Normal Cost Rate" and the "Employer Amortization of Unfunded Accrued Liability" for the upcoming fiscal year. It also contains the "Amortization Schedule and Alternatives" showing the balances of each plan, as well as the "Employer Contribution History" and the "Funding History" of each plan.

ANALYSIS

The District's three retirement plans are known as the 2.5% @ 55 Plan, the 2% @ 60 Plan, and the 2% @ 62 Plan. According to the Actuarial Report, the minimum Unfunded Liability payments for Fiscal Year 2025-2026 for the 2.5% @ 55 plan will be \$645,766; for the 2% @ 60 plan will be \$6,158, and for the 2% @ 62 plan will be \$5,305. Historically, the District has fully funded both the 2% @ 60 and 2% @ 62 plans instead of merely making the minimum payment. The District has also recently been using savings at year-end to make additional contributions to the plans as possible.

Below is a table displaying the count of current and retired employees within each pension plan, as well as transferred members, employees who left the District and are still working a CalPERS job and for who the District is responsible for a proportional portion of their retirement benefits. There are also tables showing the Unfunded Liability Obligations for present and future scenarios up to FY 2028, and the current Unfunded Liability Balance as of June 30, 2023, as reflected in the Actuarial reports.

Plan Name	Number of Active Employees in Plan	Transferred Members	Number of Retirees in Plan	Eligibility of Plan for Employee
2.5% @ 55	12	6	62	Closed to New Employees
2% @ 60 – Classic Members	3	2	3	Open to New Employees, only if already Classic Member
2% @ 62 – PEPRA*	25	7	0	New Employee to PERS

Employees per Pension Plan

*Public Employees' Pension Reform Act

Current and Future Unfunded Liability Obligations through FY 2027-2028

Plan Name	Actual Unfunded Accrued Liability Payment 2025-2026	Estimated Unfunded Accrued Liability Payment 2026-2027	Estimated Unfunded Accrued Liability Payment 2027-2028	
2.5% @ 55	\$ 645,766	\$ 686,000	\$ 720,000	
2% @ 60	\$ 6,158	\$ 7,600	\$ 9,100	
2% @ 62 - PEPRA	\$ 5,305	\$ 6,600	\$ 7,900	

Current Unfunded Liability Balance

Plan Name	Expected June 30, 2025 Plan Balance as of 6/30/23 Report
2.5% @ 55	\$ 7,230,888
2% @ 60	\$ 108,329
2% @ 62	\$ 93,925

Taking into consideration the numbers mentioned above, starting Fiscal Year 2025-2026, the employer contribution rate for the 2.5% @ 55 plan will increase by 0.05 percentage points to 13.46%, the 2% @ 60 plan will increase by 0.04 percentage points to 10.19%, and the 2% @ 62 plan will increase by 0.09 percentage points to 7.96%.

An important thing to note in this report is that the Additional Discretionary Payments (ADPs) the District made at the end of Fiscal Year 2024 are not reflected in these reports, as payments must be made before April 30 for them to be accounted for. Utilizing a spreadsheet provided by CalPERS, staff can estimate future Unfunded Liability obligations and balances, considering the ADPs made in June of 2024, as well as the estimated 9.3% return. It is important to keep in mind this is a District determined estimate and is subject to any changes that may occur at the CalPERS level.

District Estimated Unfunded Liability Obligations through FY 2027-2028 All numbers subject to change

Plan Name	Estimated Unfunded Accrued Liability Payment 2025-2026	Estimated Unfunded Accrued Liability Payment 2026-2027	Estimated Unfunded Accrued Liability Payment 2027-2028	
2.5% @ 55	\$ 604,936	\$ 635,000	\$ 658,000	
2% @ 60	\$ 1,838	\$ 2,100	\$ 2,370	
2% @ 62 - PEPRA	\$ 1,987	\$ 2,380	\$ 2,780	

District Estimated Unfunded Liability Balance

Plan Name	Estimated June 30, 2025 Plan Balance per District Estimates
2.5% @ 55	\$ 6,470,000
2% @ 60	\$ 16,000
2% @ 62	\$ 22,000

All numbers subject to change

FISCAL IMPACT

No fiscal impact to Fiscal Year 2023-2024 budget as the PERS Unfunded Liability payments have already been submitted. Future obligations will be placed in the future budgets as needed.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal

• 2.1: Utilize best accounting practices and evaluate management and financial services.

RECOMMENDATION

CalPERS Actuarial Valuation Reports are presented as informational items only. Staff is recommending the Board direct Staff to continue to work with the Finance Committee on options for reducing future Unfunded Liability Payments and present any options to the full board for further action.

ATTACHMENTS

- Actuarial Valuation Report Pension Plan 2.5% @ 55 Miscellaneous First Tier as of June 2023 (35 pages)
- 2) Actuarial Valuation Report Pension Plan 2% @ 60 Miscellaneous Second Tier (Classic) as of June 2023 (34 pages)
- Actuarial Valuation Report Pension Plan 2% @ 62 PEPRA Miscellaneous Plan (PEPRA) as of June 2023 (34 pages)
- 4) CalPERS Reports Preliminary 9.3% Investment Return for 2023-24 Fiscal Year (3 pages)
- 5) CalPERS Transparency Report as of June 2023 (32 pages)



California Public Employees' Retirement System Actuarial Office 400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744 888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

July 2024

Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District (CalPERS ID: 3596803517) Annual Valuation Report as of June 30, 2023

Dear Employer,

Attached to this letter is Section 1 of the June 30, 2023 actuarial valuation report for the rate plan noted above. **Provided** in this report is the determination of the minimum required employer contributions for fiscal year (FY) 2025-26. In addition, the report contains important information regarding the current financial status of the plan as well as projections and risk measures to aid in planning for the future.

Because this plan is in a risk pool, the following valuation report has been separated into two sections:

- Section 1 contains specific information for the plan including the development of the current and projected employer contributions, and
- Section 2 contains the Risk Pool Actuarial Valuation appropriate to the plan as of June 30, 2023.

<u>Section 2</u> can be found on the CalPERS website (www.calpers.ca.gov). From the home page, go to *"Forms & Publications"* and select *"View All"*. In the search box, enter *"Risk Pool"* and from the results list download the Miscellaneous Risk Pool Actuarial Valuation Report for June 30, 2023.

Required Contributions

The table below shows the minimum required employer contributions for FY 2025-26 along with an estimate of the employer contribution requirements for FY 2026-27. Employee contributions other than cost sharing (whether paid by the employer or the employee) are in addition to the results shown below. The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.

Fiscal Year	Employer Normal Cost Rate	Employer Amortization of Unfunded Accrued Liability
2025-26	13.46%	\$645,766
Projected Results		
2026-27	13.5%	\$686,000

The actual investment return for FY 2023-24 was not known at the time this report was prepared. The projections above assume the investment return for that year would be 6.8%. To the extent the actual investment return for FY 2023-24 differs from 6.8%, the actual contribution requirements for FY 2026-27 will differ from those shown above. For additional details regarding the assumptions and methods used for these projections, please refer to Projected Employer Contributions. This section also contains projected required contributions through FY 2030-31.

CalPERS Actuarial Valuation - June 30, 2023 Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District CalPERS ID: 3596803517 Page 2

Report Enhancements

A number of enhancements were made to the report this year to ease navigation and allow the reader to find specific information more quickly. The tables of contents are now "clickable." This is true for the main table of contents that fo llows the title page and the intermediate tables of contents at the beginning of sections. The Adobe navigation pane on the left can also be used to skip to specific exhibits.

There are a number of links throughout the document in blue text. Links that are internal to the document are not underlined, while underlined links will take you to the CaIPERS website. Examples are shown below.

Internal Bookmarks	CalPERS Website Links
Required Employer Contributions	Required Employer Contribution Search Tool
Member Contribution Rates	Public Agency PEPRA Member Contribution Rates
Summary of Key Valuation Results	Pension Outlook Overview
Funded Status – Funding Policy Basis	Interactive Summary of Public Agency Valuation Results
Projected Employer Contributions	Public Agency Actuarial Valuation Reports

Further descriptions of general changes are included in the Highlights and Executive Summary section and in Appendix A - Actuarial Methods and Assumptions in Section 2.

Questions

A CalPERS actuary is available to answer questions about this report. Other questions may be directed to the Customer Contact Center at **888 CalPERS** (or **888**-225-7377).

Sincerely,

David Clement, ASA, MAAA, EA Senior Actuary, CalPERS

Randall Dziubek, ASA, MAAA Deputy Chief Actuary, Valuation Services, CalPERS

Scott Terando, ASA, EA, MAAA, FCA, CFA Chief Actuary, CalPERS

California Public Employees' Retirement System

Actuarial Valuation for the Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District as of June 30, 2023

(CalPERS ID: 3596803517) (Rate Plan ID: 9643)

Required Contributions for Fiscal Year

July 1, 2025 — June 30, 2026



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Section 2 – Risk Pool Actuarial Valuation Information

Section 1

California Public Employees' Retirement System

Plan Specific Information for the Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District

(CaIPERS ID: 3596803517) (Rate Plan ID: 9643)

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Actuarial Certification

It is our opinion that the valuation has been performed in accordance with generally accepted actuarial principles as well as the applicable Standards of Practice promulgated by the Actuarial Standards Board. While this report, consisting of Section 1 and Section 2, is intended to be complete, our office is available to answer questions as needed. All of the undersigned are actuaries who satisfy the *Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States* of the American Academy of Actuaries with regard to pensions.

Actuarial Methods and Assumptions

It is our opinion that the assumptions and methods, as recommended by the Chief Actuary and adopted by the CaIPERS Board of Administration, are internally consistent and reasonable for this plan.

Randall Dziubek, ASA, MAAA Deputy Chief Actuary, Valuation Services, CalPERS

Scott Terando, ASA, EA, MAAA, FCA, CFA Chief Actuary, CalPERS

Actuarial Data and Rate Plan Results

To the best of my knowledge and having relied upon the attestation above that the actuarial methods and assumptions are reasonable as well as the information in Section 2 of this report, this report is complete and accurate and contains sufficient information to disclose, fully and fairly, the funded condition of the Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District and satisfies the actuarial valuation requirements of Government Code section 7504. This valuation and related validation work was performed by the CaIPERS Actuarial Office. The valuation was based on the member and financial data as of June 30, 2023, provided by the various CaIPERS databases and the benefits under this plan with CaIPERS as of the date this report was produced. Section 1 of this report is based on the member and financial data for Pleasant Valley Recreation and Park District, while Section 2 is based on the corresponding information for all agencies participating in the Miscellaneous Risk Pool to which the plan belongs.

David Clement, ASA, MAAA, EA Senior Actuary, CalPERS

Highlights and Executive Summary

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Introduction

This report presents the results of the June 30, 2023, actuarial valuation of the Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District of the California Public Employees' Retirement System (CalPERS). This actuarial valuation sets the minimum required contributions for fiscal year (FY) 2025-26.

Purpose of Section 1

This Section 1 report for the Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District of CalPERS was prepared by the Actuarial Office using data as of June 30, 2023. The purpose of the valuation is to:

- Set forth the assets and accrued liabilities of this rate plan as of June 30, 2023;
- Determine the minimum required employer contributions for this rate plan for FY July 1, 2025, through June 30, 2026;
- Determine the required member contribution rate for FY July 1, 2025, through June 30, 2026, for employees subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA); and
- Provide actuarial information as of June 30, 2023, to the CalPERS Board of Administration (board) and other interested parties.

The pension funding information presented in this report should not be used in financial reports subject to Governmental Accounting Standards Board (GASB) Statement No. 68 for a Cost Sharing Employer Defined Benefit Pension Plan. A separate accounting valuation report for such purposes is available on the CalPERS website (www.calpers.ca.gov).

The measurements shown in this actuarial valuation may not be applicable for other purposes. The agency should contact a CaIPERS actuary before disseminating any portion of this report for any reason that is not explicitly described above.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; changes in actuarial policies; changes in plan provisions or applicable law; and differences between the required contributions determined by the valuation and the actual contributions made by the agency.

Assessment and Disclosure of Risk

This report includes the following risk disclosures consistent with the guidance of Actuarial Standards of Practice No. 51 and recommended by the California Actuarial Advisory Panel (CAAP) in the Model Disclosure Elements document:

- A "Scenario Test," projecting future results under different investment income returns.
- A "Sensitivity Analysis," showing the impact on current valuation results using alternative discount rates of 5.8% and 7.8%.
- A "Sensitivity Analysis," showing the impact on current valuation results assuming rates of mortality are 10% lower or 10% higher than our current post-retirement mortality assumptions adopted in 2021.
- Plan maturity measures indicating how sensitive a plan may be to the risks noted above.

Summary of Key Valuation Results

Below is a brief summary of key valuation results along with page references where more detailed information can be found .

Required Employer Contributions — page 8

	Fiscal Year 2024-25	Fiscal Year 2025-26
Employer Normal Cost Rate	13.41%	13.46%
Unfunded Accrued Liability(UAL) Contribution Amount	\$596,534	\$645,766
Paid either as		
Option 1) 12 Monthly Payments of	\$49,711.17	\$53,813.83
Option 2) Annual Prepayment in July	\$577,231	\$624,870
Member Contribution Rates — page 9		
	Fiscal Year 2024-25	Fiscal Year 2025-26

	2024-25	2025-20
Member Contribution Rate	8.00%	8.00%

Projected Employer Contributions — page 14

Fiscal Year
2026-27
2027-28
2028-29
2029-30
2030-31

Funded Status — Funding Policy Basis — page 12

	June 30, 2022	June 30, 2023
Entry Age Accrued Liability (AL)	\$21,597,524	\$22,346,184
Market Value of Assets (MVA)	14,305,264	14,996,984
Unfunded Accrued Liability (UAL) [AL – MVA]	\$7,292,260	\$7,349,200
Funded Ratio [MVA ÷ AL]	66.2%	67.1%

Summary of Valuation Data - Page 27

	June 30, 2022	June 30, 2023
Active Member Count	12	12
Annual Covered Payroll	\$858,689	\$870,323
Transferred Member Count	7	6
Separated Member Count	55	55
Retired Members and Beneficiaries Count	61	62

Changes Since the Prior Year's Valuation

Benefits

The standard actuarial practice at CaIPERS is to recognize mandated legislative benefit changes in the first annual valuation following the effective date of the legislation. For pooled rate plans, voluntary benefit changes by plan amendment are generally included in the first valuation with a valuation date on or after the effective date of the amendment.

Please refer to the Plan's Major Benefit Options in this report and Appendix B of the Section 2 Report for a summary of the plan provisions used in this valuation.

Actuarial Methods and Assumptions

There are no significant changes to the actuarial methods or assumptions for the June 30, 2023, actuarial valuation.

New Disclosure Items

In December 2021, the Actuarial Standards Board issued a revision of Actuarial Standard of Practice No. 4 (ASOP 4) requiring actuaries to disclose a low-default-risk obligation measure (LDROM) of the benefits earned. This information is shown in a new exhibit, Funded Status – Low-Default-Risk Basis.

Subsequent Events

This actuarial valuation report reflects fund investment return through June 30, 2023, as well as statutory changes, regulatory changes and board actions through January 2024.

During the time period between the valuation date and the publication of this report, inflation has been higher than the expected inflation of 2.3% per annum. Since inflation influences cost-of-living increases for retirees and beneficiaries and active member pay increases, higher inflation is likely to put at least some upward pressure on contribution requirements and downward pressure on the funded status in the June 30, 2024, valuation. The actual impact of higher inflation on future valuation results will depend on, among other factors, how long higher inflation persists.

The 2023 annual benefit limit under Internal Revenue Code (IRC) section 415(b) and annual compensation limits under IRC section 401(a)(17) and Government Code section 7522.10 were used for this valuation and are assumed to increase 2.3% per year based on the price inflation assumption. The actual 2024 limits, determined in October 2023, are not reflected.

On April 16, 2024, the board took action to modify the Funding Risk Mitigation Policy to remove the automatic change to the discount rate when the investment return exceeds various thresholds. R ather than an automatic change to the discount rate, a board discussion would be placed on the calendar. The 95th percentile return in the Future Investment Return Scenarios exhibit in this report has not been modified and still reflects the projected contribution requirements associated with a reduction in the discount rate.

To the best of our knowledge, there have been no other subsequent events that could materially affect current or future certifications rendered in this report.

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Determination of Required Contributions

Contributions to fund the plan are determined by an actuarial valuation performed each year. The valuation employs complex calculations based on a set of actuarial assumptions and methods. See Appendix A in Section 2 for information on the assumptions and methods used in this valuation. The valuation incorporates all plan experience through the valuation date and sets required contributions for the fiscal year that begins two years after the valuation date.

Contribution Components

Two components comprise required contributions:

- Normal Cost expressed as a percentage of pensionable payroll
- Unfunded Accrued Liability (UAL) Contribution expressed as a dollar amount

Normal Cost represents the value of benefits allocated to the upcoming year for active employees. If all plan experience exactly matched the actuarial assumptions, normal cost would be sufficient to fully fund all benefits. The employer and employees each pay a share of the normal cost with contributions payable as part of the regular payroll reporting process. The contribution rate for Classic members is set by statute based on benefit formula whereas for PEPRA members it is based on 50% of the total normal cost.

When plan experience differs from the actuarial assumptions, unfunded accrued liability (UAL) emerges. The new UAL may be positive or negative. If the total UAL is positive (i.e., accrued liability exceeds assets), the employer is required to make contributions to pay off the UAL over time. This is called the Unfunded Accrued Liability Contribution component. There is an option to prepay this amount during July of each fiscal year, otherwise it is paid monthly.

In measuring the UAL each year, plan experience is split by source. Common sources of UAL include investment experience different than expected, assumption changes and benefit changes. Each source of UAL (positive or negative) forms a base that is amortized, or paid off, over a specified period of time in accordance with the CalPERS <u>Actuarial Amortization Policy</u>. The Unfunded Accrued Liability Contribution is the sum of the payments on all bases. See the <u>Schedule of Amortization Bases</u> section of this report for an inventory of existing bases and Appendix A in Section 2 for more information on the amortization policy.

Required Employer Contributions

The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.

	Fiscal Year
Required Employer Contributions	2025-26
Employer Normal Cost Rate	13.46%
Plus	
Unfunded Accrued Liability (UAL) Contribution Amount ¹	\$645,766
Paid either as	
1) Monthly Payment	\$53,813.83
Or	
2) Annual Prepayment Option*	\$624,870
The total minimum required employer contribution is the sum of the Plan's E	mployer Normal Cost Rate

The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) and the Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).

* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).

For Member Contribution Rates see the following page.

	Fiscal Year	Fiscal Year
Development of Normal Cost as a Percentage of Payroll	2024-25	2025-26
Base Total Normal Cost for Formula	21.37%	21.43%
Surcharge for Class 1 Benefits ²		
None	0.00%	0.00%
Plan's Total Normal Cost	21.37%	21.43%
Offset Due to Employee Contributions ³	7.96%	7.97%
Employer Normal Cost	13.41%	13.46%

¹ The required payment on amortization bases does not take into account any additional discretionary payment made after April 30, 2024.

² Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges.

³ This is the expected employee contributions, taking into account individual benefit formula and any offset from the use of a modified formula, divided by projected annual payroll. For member contribution rates above the breakpoint for each benefit formula, see Member Contribution Rates.

Member Contribution Rates

The required member contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.

Each member contributes toward their retirement based upon the retirement formula. The standard Classic member contribution rate above the breakpoint, if any, is as described below.

Benefit Formula	Percent Contributed above the Breakpoint
Miscellaneous, 1.5% at age 65	2%
Miscellaneous, 2% at age 60	7%
Miscellaneous, 2% at age 55	7%
Miscellaneous, 2.5% at age 55	8%
Miscellaneous, 2.7% at age 55	8%
Miscellaneous, 3% at age 60	8%

Auxiliary organizations of the CSU system may elect reduced contribution rates for Miscellaneous members, in which case the contribution rate above the breakpoint is 6% if members are not covered by Social Security and 5% if they are.

Other Pooled Miscellaneous Risk Pool Rate Plans

All of the results presented in this Section 1 report, except those shown on this page, correspond to rate plan 9643. In many cases, employers have additional rate plans within the same risk pool. For cost analysis and budgeting it is useful to consider contributions for these rate plans as a whole rather than individually. The estimated contribution amounts and rates for all of the employer's rate plans in the Miscellaneous Risk Pool are shown below and assume that the total employer payroll within the Miscellaneous Risk Pool will grow according to the overall payroll growth assumption of 2.80% per year for three years. Classic members who are projected to terminate employment are assumed to be replaced by PEPRA members.

	Fiscal Year	Fiscal Year
Estimated Employer Contributions for all Pooled Miscellaneous Rate Plans	2024-25	2025-26
Projected Payroll for the Contribution Year	\$2,728,390	\$2,882,396
Estimated Employer Normal Cost	\$268,345	\$281,498
Required Payment on Amortization Bases	\$601,712	\$657,229
Estimated Total Employer Contributions	\$870,057	\$938,727
Estimated Total Employer Contribution Rate (illustrative only)	31.89%	32.57%

Breakdown of Entry Age Accrued Liability

Active Members	\$4,630,286
Transferred Members	549,540
Separated Members	1,285,394
Members and Beneficiaries Receiving Payments Total	<u>15,880,964</u> \$22,346,184

Allocation of Plan's Share of Pool's Experience

It is the policy of CalPERS to ensure equity within the risk pools by allocating the pool's experience gains/losses and assumption changes in a manner that treats each employer equitably and maintains benefit security for the members of the System while minimizing substantial variations in employer contributions. The pool's experience gains/losses and impact of assumption/method changes is allocated to the plan as follows:

1.	Plan's Accrued Liability	\$22,346,184
2.	Projected UAL Balance at 6/30/2023	6,908,939
3.	Other UAL Adjustments (Golden Handshake, Prior Service Purchase, etc.)	0
4.	Adjusted UAL Balance at 6/30/2023 for Asset Share	7,258,074
5.	Pool's Accrued Liability ¹	23,349,910,053
6.	Sum of Pool's Individual Plan UAL Balances at 6/30/2023 ¹	5,227,602,209
7.	Pool's 2022-23 Investment (Gain)/Loss ¹	114,855,623
8.	Pool's 2022-23 Non-Investment (Gain)/Loss ¹	360,116,330
9.	Plan's Share of Pool's Investment (Gain)/Loss: [(1) - (4)] ÷ [(5) - (6)] × (7)	95,625
10.	Plan's Share of Pool's Non-Investment (Gain)/Loss: (1) \div (5) × (8)	344,636
11.	Plan's New (Gain)/Loss as of 6/30/2023: (9) + (10)	440,261
12.	Increase in Pool's Accrued Liability due to Change in Assumptions ¹	0
13.	Plan's Share of Pool's Change in Assumptions: $(1) \div (5) \times (12)$	0
14.	Increase in Pool's Accrued Liability due to Funding Risk Mitigation ¹	0
15.	Plan's Share of Pool's Change due to Funding Risk Mitigation: $(1) \div (5) \times (14)$	0
16.	Offset due to Funding Risk Mitigation	0
17.	Plan's Investment (Gain)/Loss: (9) – (16)	95,625

¹ Does not include plans that transferred to the pool on the valuation date.

Development of the Plan's Share of Pool's Assets

18.	Plan's UAL: (2) + (3) + (11) + (13) + (15)	\$7,349,200
19.	Plan's Share of Pool's Market Value of Assets (MVA): (1) - (18)	\$14,996,984

For a reconciliation of the pool's Market Value of Assets (MVA), information on the fund's asset allocation and a history of CalPERS investment returns, see <u>Section 2</u>, which can be found on the CalPERS website (www.calpers.ca.gov).

Funded Status – Funding Policy Basis

The table below provides information on the current funded status of the plan under the funding policy. The funded status for this purpose is based on the market value of assets relative to the funding target produced by the entry age actuarial cost method and actuarial assumptions adopted by the board. The actuarial cost method allocates the total expected cost of a member's projected benefit (Present Value of Benefits) to individual years of service (the Normal Cost). The value of the projected benefit that is not allocated to future service is referred to as the Accrued Liability and is the plan's funding target on the valuation date. The Unfunded Accrued Liability (UAL) equals the funding target minus the assets. The UAL is an absolute measure of funded status and can be viewed as employer debt. The funded ratio equals the assets divided by the funding target. The funded ratio is a relative measure of the funded status and allows for comparisons between plans of different sizes.

	June 30, 2022	June 30, 2023
1. Present Value of Benefits	\$22,957,113	\$23,727,523
2. Entry Age Accrued Liability	21,597,524	22,346,184
3. Market Value of Assets (MVA)	14,305,264	14,996,984
4. Unfunded Accrued Liability (UAL) [(2) – (3)]	\$7,292,260	\$7,349,200
5. Funded Ratio [(3) ÷ (2)]	66.2%	67.1%

A funded ratio of 100% (UAL of \$0) implies that the funding of the plan is on target and that future contributions equal to the normal cost of the active plan members will be sufficient to fully fund all retirement benefits if future experience matches the actuarial assumptions. A funded ratio of less than 100% (positive UAL) implies that in addition to normal costs, payments toward the UAL will be required. Plans with a funded ratio greater than 100% have a negative UAL (or surplus) but are required under current law to contributing the normal cost in most cases, preserving the surplus for future contingencies.

Calculations for the funding target reflect the expected long-term investment return of 6.8%. If it were known on the valuation date that future investment returns will average something greater/less than the expected return, calculated normal costs and accrued liabilities provided in this report would be less/greater than the results shown. Therefore, for example, if actual a verage future returns are less than the expected return, calculated normal costs and UAL contributions will not be sufficient to fully fund all retirement benefits. Under this scenario, required future normal cost contributions will need to increase from those provided in this report, and the plan will develop unfunded liabilities that will also add to required future contributions. For illustrative purposes, funded statuses based on a 1% lower and higher average future investment return (discount rate) are as follows:

	1% Lower Average Return	Current Assumption	1% Higher Average Return
DiscountRate	5.8%	6.8%	7.8%
1. Entry Age Accrued Liability	\$25,139,750	\$22,346,184	\$20,019,111
2. Market Value of Assets (MVA)	14,996,984	14,996,984	14,996,984
3. Unfunded Accrued Liability (UAL) $[(1) - (2)]$ 4. Funded Ratio $[(2) \div (1)]$	\$10,142,766 59.7%	\$7,349,200 67.1%	\$5,022,127 74.9%

The Risk Analysis section of the report provides additional information regarding the sensitivity of valuation results to the expected investment return and other factors. Also provided in that section are measures of funded status that are appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities.

Additional Employer Contributions

The minimum required employer contribution towards the Unfunded Accrued Liability (UAL) for this rate plan for FY 2025-26 is \$645,766. CalPERS allows agencies to make additional discretionary payments (ADPs) at any time. These optional payments serve to reduce the UAL and future required contributions and can result in significant long-term savings. Agencies can also use ADPs to stabilize annual contributions as a fixed dollar amount, percent of payroll or percent of revenue.

Provided below are select ADP options for consideration. Making such an ADP during FY 2025-26 does not require an ADP be made in any future year, nor does it change the remaining amortization period of any portion of unfunded liability. For information on permanent changes to amortization periods, see Amortization Schedule and Alternatives. Agencies considering making an ADP should contact CalPERS for additional information.

Funding Approach	Estimated Normal Cost	Minimum UAL Contribution	ADP ¹	Total UAL Contribution	Estimated Total Contribution
Minimum required only	\$112,716	\$645,766	0	\$645,766	\$758,482
20 year funding horizon	\$112,716	\$645,766	\$4,461	\$650,227	\$762,943
15 year funding horizon	\$112,716	\$645,766	\$112,781	\$758,547	\$871,263
10 year funding horizon	\$112,716	\$645,766	\$341,246	\$987,012	\$1,099,728
5 year funding horizon	\$112,716	\$645,766	\$1,051,586	\$1,697,352	\$1,810,068

Fiscal Year 2025-26 Employer Contributions — Illustrative Scenarios

¹ The ADP amounts are assumed to be made in the middle of the fiscal year. A payment made earlier or later in the fiscal year would have to be less or more than the amount show n to have the same effect on the UAL amortization.

The calculations above are based on the projected UAL as of June 30, 2025, as determined in the June 30, 2023, actuarial valuation. New unfunded liabilities can emerge in future years due to assumption or method changes, changes in plan provisions, and actuarial experience different than assumed. Making an ADP illustrated above for the indicated number of years will not result in a plan that is exactly 100% funded in the indicated number of years. Valuation results will vary from one year to the next and can diverge significantly from projections over a period of several years.

Additional Discretionary Payment History

The following table provides a recent history of actual ADPs made to the plan.

Fiscal Year	ADP	Fiscal Year	ADP
2019-20	\$0	2022-23	\$350,000
2020-21	\$0	2023-24 ²	\$0
2021-22	\$0		

² Excludes payments made after April 30, 2024

Projected Employer Contributions

The table below shows the required and projected employer contributions (before cost sharing) for the next six fiscal years. The projection assumes that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period. In particular, the investment return beginning with FY 2023-24 is assumed to be 6.80% per year, net of investment and administrative expenses. Future contribution requirements may differ significantly from those shown below. The actual long-term cost of the plan will depend on the actual benefits and expenses paid and the actual investment experience of the fund.

	Required Contribution	(Assume	Projected Fut s 6.80% Retur		Contributions ear 2023-24 an					
Fiscal Year	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31				
	Rate Plan 9643 Results									
Normal Cost%	13.46%	13.5%	13.5%	13.5%	13.5%	13.5%				
UAL Payment	\$645,766	\$686,000	\$720,000	\$793,000	\$811,000	\$828,000				

For ongoing plans, investment gains and losses are amortized using a 5-year ramp up. For more information, please see Amortization of Unfunded Actuarial Accrued Liability in Appendix A of the Section 2 Report. This method phases in the impact of the change in UAL over a 5-year period in order to reduce employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in anyone year are less likely. However, required contributions can change gradually and significantly over the next five years. In years when there is a large investment loss, the relatively small amortization payments during the ramp up period could result in contributions that are less than interest on the UAL (i.e. negative amortization) while the contribution impact of the increase in the UAL is phased in.

For projected contributions under alternate investment return scenarios, please see the <u>Future Investment Return Scenarios</u> exhibit. Our online pension plan projection tool, <u>Pension Outlook</u>, is available in the Employers section of the CalPERS website. Pension Outlook can help plan and budget pension costs under various scenarios.

	ر میں مرام م	ortization b	ases. Note								
Below is the schedule of the plan's amortization bases. Note that there is a two-year lag between the valuation date and the start of the contribution year.	e piairs airr			that there	is a two-y€	∋ar lag between	the valuation c	late and the sta	rt of the contribu	ution year.	
 The assets, liabilities and funded status of the plan are measured as of the valuation date: June 30, 2023. The required employer contributions determined by the valuation are for the fiscal year beginning two years after the valuation date: FY 2025-26 	and funded s r contributior	tatus of the st determir) plan are r Jed bythe v	າeasured aluation a	as of the ve re for the fi	easured as of the valuation date: June 30, 2023 luation are for the fiscal year beginning two yea	une 30, 2023. Ining two years	after the valuat	ion date: FY 20	125-26.	
This two-year lag is necessarydue to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the fiscal year.	sarydue to th	ne amount Il in advanc	of time nec ce of the st	ded to ext art of the fi	ract and te scal year.	stthe member	ship and financ	ial data, and th€	need to provid	e publicagenci	es with
The Unfunded Accrued Liability (UAL) is used to determine the employer contribution and therefore must be rolled forward two years from the valuation date to the first day of the fiscal year for which the contribution is being determined. The UAL is rolled forward each year by subtracting the expected payment on the UAL for the fiscal year and adjusting for interest. The expected payment on the UAL for FY 2023-24 is based on the actuarial valuation two years ago, adjusted for additional discretionary payments made on or before April 30, 2024, if necessary, and the expected payment for the expected payment on the UAL for FY 2023-24 is based on the actuarial valuation two years ago, adjusted for additional discretionary payments made on or before April 30, 2024, if necessary, and the expected payment for FY 2024-25 is based on the actuarial valuation one year ago.	lbility(UAL) is tich the conti est. The expe re April 30, 2	s used to d ribution is l ected payn :024, if nec	letermine t being deter 1ent on the sessary, an	ne emplo) mined. Th UAL for F d the expe	er contrib∪ e UAL is rc :Y 2023-2₄ :cted paym	tition and therefc liled forward ea t is based on th ent for FY 202	ore mustbe roll ch year by sub e actuarial valu t-25 is based o	ed forward two tracting the exp ation two years n the actuarial v	years from the v ected paymen t ago, adjusted f aluation one ye.	aluation date tc on the UAL for t or additional dis ar ago.	the first he fiscal cretionary
Reason for Base	Date Est	Ramp Level 2025-26	Ram p Shane	Escala- tion Rate	Am ort. Period	Balance 6/30/23	Expected Payment 2023-24	Balance 6/30/24	Expected Payment 2024-25	Balance 6/30/25	Minimum Required Payment 2025-26
Investment (Gain)/Loss	6/30/13	100%	Up/Dn	2.80%	20	1,563,013	138,855	1.525.799	114,651	1.511.068	117,861
Non-Investment (Gain)/Loss	6/30/13	100%	Up/Dn	2.80%	20	(17,645)	(1,281)	(17,521)	(1,317)	(17,351)	(1,353)
Share of Pre-2013 Pool UAL	6/30/13	N	No Ramp	2.80%	11	1,824,160	180,490	1,761,677	185,544	1,689,722	190,739
Assumption Change	6/30/14	100%	Up/Dn	2.80%	11	803,069	906'06	763,732	93,451	719,090	96,068
Investment (Gain)/Loss	6/30/14	100%	Up/Dn	2.80%	21	(1,431,542)	(100,607)	(1,424,915)	(103,424)	(1,414,927)	(106,319)
Non-Investment (Gain)/Loss	6/30/14	100%	Up/Dn	2.80%	21	1,633	115	1,625	118	1,614	121
Investment (Gain)/Loss	6/30/15	100%	ng/gn	2.80%	22	901,085	61,450 75 00 1	898,854	63,170	894,694	64,939
Non-Investment (Gain)/Loss	6/30/15 6/20/16	100%	up/dn	2.80%	77	(76,609) 224 474	(5,224) 22,170	(76,420) 222 020	(2,3/1) 24.008	(76,066) 200 661	(12,0) 25 053
Assumption Change hydetment (Gain)/Loss	6/30/16	100%		2.00.70	23	1 144 033	75 913	1 144 337	78 038	1 1 1 1 5 1 5 1	200,000 RO 723
Non-Investment (Gain)/Loss	6/30/16	100%	Up/Du	2.80%	23	(147,358)	(0.770)	(147,282)	(10.044)	(146,917)	(10.325
Assumption Change	6/30/17	100%	Up/Dn	2	14	401,287	37,596	389,721	38,648	376,282	39,731
Investment (Gain)/Loss	6/30/17	100%	Up/Dn	2.80%	24	(604,576)	(39,043)	(605,339)	(40,136)	(605,024)	(41,260)
Non-Investment (Gain)/Loss	6/30/17	100%	Up/Dn	2.80%	24	(32,466)	(2,097)	(32,507)	(2,155)	(32,490)	(2,216)
Assumption Change	6/30/18	100%	Up/Dn	2.80%	15	658,138	47,656	653,642	61,238	634,804	62,953
Investment (Gain)/Loss	6/30/18	100%	Up/Dn	2.80%	25	(183,958)	(9,386)	(186,767)	(12,061)	(187,003)	(12,399)
Method Change	6/30/18	100%	Up/Dn	2.80%	15	182,483	13,214	181,236	16,980	176,012	17,455
Non-Investment (Gain)/Loss	6/30/18	100%	Up/Dn	2.80%	25	95,890	4,893	97,354	6,287	97,477	6,463
Investment (Gain)/Loss	6/30/19	100%	Up Only	0.00%	16	82,994	4,990	83,481	6,654	82,281	8,317
Non-Investment (Gain)/Loss	6/30/19	No Ramp	Ramp	0.00%	16	82,729	7,844	80,248	7,844	77,599	7,844

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CalPERS Actuarial Valuation - June 30, 2023 Miscellaneous First Tier Plan of the Pleasant Valley Recreation and Park District CalPERS ID: 3596803517

Schedule of Amortization Bases (continued)

Minim um Required Payment	2025-26	32,165	6,531	7,677	(119,386)	(8,872)	0	0	110,451	31,133	2,344	35,349	645,766
	6/30/25	403,565	66,821	80,970	(1,985,583)	(93,573)	0	0	2,686,905	337,580	109,073	393,100	7,230,888
Expected Payment	2024-25	24,124	6,531	7,677	(79,591)	(8,872)	0		55,226			0	568,441
Balance	6/30/24	401,213	68,886	83,243	(1,936,176)	(96,200)	0	0	2,569,268	346,212	102,128	368,071	7,320,539
Expected Payment	2023-24	16,082	6,531	7,677	(39,795)	(8,872)	615,691	(615,691)	0	0	0	0	511,307
Balance	6/30/23	391,229	70,820	85,371	(1,851,406)	(099'86)	595,768	(595,768)	2,405,682	324,169	95,625	344,636	7,349,200
Amort.	Period	17	17	18	18	18	0	0	19	19	20	20	
Escala- tion	Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Ramp Level Ramp	b Shape	Up Only	o Ramp	No Ramp (60% Up Only	No Ramp (No Ramp	o Ramp	40% Up Only 0.(No Ramp	0% Up Only	No Ramp	
Ram p Level				Z	60%	ž	Ž	Ž			20%	Z	
Date	Est.	6/30/20	6/30/20	-		-		6/30/21	6/30/22	6/30/22	6/30/23	6/30/23	
	Reason for Base	Investment (Gain)/Loss	Non-Investment (Gain)/Loss	Assumption Change	Net Investment (Gain)	Non-Investment (Gain)/Loss	Risk Mitigation	Risk Mitigation Offset	Investment (Gain)/Loss	Non-Investment (Gain)/Loss	Investment (Gain)/Loss	Non-Investment (Gain)/Loss	Total

The (gain)/loss bases are the plan's allocated share of the risk pool's (gain)/loss for the fiscal year as disclosed in Allocation of Plan's Share of Pool's Experience earlier in this report. These (gain)/loss bases will be amortized in accordance with the CaIPERS amortization policy in effect at the time the base was established.

Amortization Schedule and Alternatives

The amortization schedule on the previous page(s) shows the minimum contributions required according to the CaIPERS amortization policy. Many agencies have expressed a desire for a more stable pattern of payments or have indicated interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded lia bility payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative "fresh start" amortization schedules using two sample periods that would both result in interest savings relative to the current amortization schedule. To initiate a fresh start, please contact a CalPERS actuary.

The current amortization schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existin g unfunded liability bases with a single "fresh start" base and amortizing it over an appropriate period.

The current amortization schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CaIPERS <u>Actuarial Amortization Policy</u>.

Amortization Schedule and Alternatives (continued)

4,504,796

			Alternative Schedules			
	Current Am Sched		15 Year Am	ortization	10 Year Am	ortization
Date	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2025	7,230,888	645,766	7,230,888	758,547	7,230,888	987,012
6/30/2026	7,055,228	686,484	6,938,675	758,547	6,702,570	987,012
6/30/2027	6,825,543	719,575	6,626,591	758,547	6,138,326	987,012
6/30/2028	6,546,040	792,896	6,293,286	758,547	5,535,714	987,012
6/30/2029	6,171,757	811,427	5,937,316	758,546	4,892,124	987,012
6/30/2030	5,752,874	828,068	5,557,141	758,547	4,204,770	987,012
6/30/2031	5,288,311	845,180	5,151,113	758,546	3,470,676	987,012
6/30/2032	4,774,475	839,458	4,717,476	758,546	2,686,663	987,012
6/30/2033	4,231,612	832,920	4,254,352	758,547	1,849,338	987,012
6/30/2034	3,658,589	816,540	3,759,734	758,546	955,074	987,012
6/30/2035	3,063,527	788,288	3,231,483	758,546		
6/30/2036	2,457,201	477,750	2,667,311	758,546		
6/30/2037	2,130,562	441,817	2,064,776	758,547		
6/30/2038	1,818,848	403,663	1,421,267	758,546		
6/30/2039	1,525,367	373,527	734,001	758,547		
6/30/2040	1,243,073	353,569				
6/30/2041	962,211	304,985				
6/30/2042	712,456	257,866				
6/30/2043	494,413	438,015				
6/30/2044	75,370	77,890				
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
Total		11,735,684		11,378,198		9,870,120

4,147,310

357,486

2,639,232 1,865,564

Interest Paid

Estimated Savings

Employer Contribution History

The table below provides a recent history of the employer contribution requirements for the plan, as determined by the annual actuarial valuation. Changes due to prepayments or plan amendments after the valuation report was finalized are not reflected.

Valuation Date	Contribution Year	Employer Normal Cost Rate	Unfunded Liability Payment
06/30/2014	2016 - 17	9.498%	\$200,862
06/30/2015	2017 - 18	9.539%	239,623
06/30/2016	2018 - 19	10.022%	295,150
06/30/2017	2019 - 20	10.823%	355,155
06/30/2018	2020 - 21	11.742%	400,092
06/30/2019	2021 - 22	11.59%	463,829
06/30/2020	2022 - 23	11.59%	525,868
06/30/2021	2023 - 24	13.34%	511,307
06/30/2022	2024 - 25	13.41%	596,534
06/30/2023	2025 - 26	13.46%	645,766

Funding History

The table below shows the recent history of the actuarial accrued liability, share of the pool's market value of assets, unfunded accrued liability, funded ratio and annual covered payroll.

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio	Annual Covered Payroll
06/30/2014	\$15,748,741	\$12,561,160	\$3,187,581	79.8%	\$1,590,514
06/30/2015	16,361,314	12,439,875	3,921,439	76.0%	1,544,132
06/30/2016	17,288,302	12,226,528	5,061,774	70.7%	1,394,533
06/30/2017	18,434,922	13,383,979	5,050,943	72.6%	1,384,759
06/30/2018	19,510,176	13,739,336	5,770,840	70.4%	1,244,585
06/30/2019	19,801,042	13,766,797	6,034,245	69.5%	1,055,650
06/30/2020	20,347,079	13,856,703	6,490,376	68.1%	949,103
06/30/2021	21,392,679	16,522,240	4,870,439	77.2%	880,827
06/30/2022	21,597,524	14,305,264	7,292,260	66.2%	858,689
06/30/2023	22,346,184	14,996,984	7,349,200	67.1%	870,323

Risk Analysis

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Future Investment Return Scenarios

Analysis using the investment return scenarios from the Asset Liability Management process completed in 2021 was performed to determine the effects of various future investment returns on required employer contributions. The projections below reflect the impact of the CalPERS <u>Funding Risk Mitigation Policy</u>. The projections also assume that all other actuarial assumptions will be realized and that no further changes in assumptions, contributions, benefits, or funding will occur.

The first table shows projected contribution requirements if the fund were to earn either 3.0% or 10.8% annually. These alter nate investment returns were chosen because 90% of long-term average returns are expected to fall between them over the 20-year period ending June 30, 2043.

Assumed Annual Return FY 2023-24	Projected Employer Contributions					
through FY 2042-43	2026-27	2027-28	2028-29	2029-30	2030-31	
3.0% (5 th percentile)						
Discount Rate	6.80%	6.80%	6.80%	6.80%	6.80%	
Normal Cost Rate	13.5%	13.5%	13.5%	13.5%	13.5%	
UAL Contribution	\$700,000	\$762,000	\$878,000	\$954,000	\$1,044,000	
10.8% (95 th percentile)						
Discount Rate	6.75%	6.70%	6.65%	6.60%	6.55%	
Normal Cost Rate	13.7%	14.0%	14.3%	14.6%	14.9%	
UAL Contribution	\$673,000	\$679,000	\$711,000	\$673,000	\$615,000	

Required contributions outside of this range are also possible. In particular, whereas it is unlikely that investment returns will average less than 3.0% or greater than 10.8% over a 20-year period, the likelihood of a single investment return less than 3.0% or greater than 10.8% in any given year is much greater. The following analysis illustrates the effect of an extreme, single year investment return.

The portfolio has an expected volatility (or standard deviation) of 12.0% per year. Accordingly, in any given year there is a 16% probability that the annual return will be -5.2% or less and a 2.5% probability that the annual return will be -17.2% or less. These returns represent one and two standard deviations below the expected return of 6.8%.

The following table shows the effect of one and two standard deviation investment losses in FY 2023-24 on the FY 2026-27 contribution requirements. Note that a single-year investment gain or loss decreases or increases the required UAL contribution amount incrementally for each of the next five years, not just one, due to the 5-year ramp in the amortization policy. However, the contribution requirements beyond the first year are also impacted by investment returns beyond the first year. Historically, significant downturns in the market are often followed by higher than average returns. Such investment gains would offset the impact of these single year negative returns in years beyond FY 2026-27.

Assumed Annual Return for Fiscal Year 2023-24	Required Employer Contributions 2025-26	Projected Employer Contributions 2026-27
(17.2%) (2 standard deviation loss)		
Discount Rate	6.80%	6.80%
Normal Cost Rate	13.46%	13.5%
UAL Contribution	\$645,766	\$774,000
(5.2%) (1 standard deviation loss)		
Discount Rate	6.80%	6.80%
Normal Cost Rate	13.46%	13.5%
UAL Contribution	\$645,766	\$730,000

- Without investment gains (returns higher than 6.8%) in FY 2024-25 or later, projected contributions rates would continue to rise over the next four years due to the continued phase-in of the impact of the illustrated investment loss in FY 2023-24.
- The Pension Outlook Tool can be used to model projected contributions for these scenarios beyond FY 2026-27 as well as to model other investment return scenarios.

Discount Rate Sensitivity

The discount rate assumption is calculated as the sum of the assumed real rate of return and the assumed annual price inflation, currently 4.5% and 2.3%, respectively. Changing either the price inflation assumption or the real rate of return assumption will change the discount rate. The sensitivity of the valuation results to the discount rate assumption depends on which component of the discount rate is changed. Shown below are various valuation results as of June 30, 2023, assuming alternate discount rates by changing the two components independently. Results are shown using the current discount rate of 6.8% as well as alternate discount rates of 5.8% and 7.8%. The rates of 5.8% and 7.8% were selected since they illustrate the impact of a 1.0% increase or decrease to the 6.8% assumption.

Sensitivity to the Real Rate of Return Assumption

As of June 30, 2023	1% Lower Real Return Rate	Current Assumptions	1% Higher Real Return Rate
Discount Rate	5.8%	6.8%	7.8%
Price Inflation	2.3%	2.3%	2.3%
Real Rate of Return	3.5%	4.5%	5.5%
a) Total Normal Cost	27.05%	21.43%	17.17%
b) Accrued Liability	\$25,139,750	\$22,346,184	\$20,019,111
c) Market Value of Assets	\$14,996,984	\$14,996,984	\$14,996,984
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$10,142,766	\$7,349,200	\$5,022,127
e) Funded Ratio	59.7%	67.1%	74.9%

Sensitivity to the Price Inflation Assumption

As of June 30, 2023	1% Lower Price Inflation	Current Assumptions	1% Higher Price Inflation
Discount Rate	5.8%	6.8%	7.8%
Price Inflation	1.3%	2.3%	3.3%
Real Rate of Return	4.5%	4.5%	4.5%
a) Total Normal Cost	22.49%	21.43%	19.52%
b) Accrued Liability	\$23,146,137	\$22,346,184	\$20,733,892
c) Market Value of Assets	\$14,996,984	\$14,996,984	\$14,996,984
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$8,149,153	\$7,349,200	\$5,736,908
e) Funded Ratio	64.8%	67.1%	72.3%

Mortality Rate Sensitivity

The following table looks at the change in the June 30, 2023, plan costs and funded status under two different longevity scenarios, namely assuming rates of post-retirement mortality are 10% lower or 10% higher than our current mortality assumptions adopted in 2021. This type of analysis highlights the impact on the plan of a change in the mortality assumption.

As of June 30, 2023	10% Lower Mortality Rates	Current Assumptions	10% Higher Mortality Rates
a) Total Normal Cost	21.77%	21.43%	21.11%
b) Accrued Liability	\$22,822,219	\$22,346,184	\$21,908,544
c) Market Value of Assets	\$14,996,984	\$14,996,984	\$14,996,984
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$7,825,235	\$7,349,200	\$6,911,560
e) Funded Ratio	65.7%	67.1%	68.5%

Maturity Measures

As pension plans mature they become more sensitive to risks. Understanding plan maturity and how it affects the ability of a pension plan sponsor to tolerate risk is important in understanding how the pension plan is impacted by investment return volatility, other economic variables and changes in longevity or other demographic assumptions.

Since it is the employer that bears the risk, it is appropriate to perform this analysis on a pension plan level considering all rate plans. The following measures are for one rate plan only. One way to look at the maturity level of CalPERS and its plans is to look at the ratio of a plan's retiree liability to its total liability. A pension plan in its infancy will have a very low ratio of retiree liability to total liability. As the plan matures, the ratio increases. A mature plan will often have a ratio above 60%-65%.

Ratio of Retiree Accrued Liability to Total Accrued Liability	June 30, 2022	June 30, 2023
1. Retiree Accrued Liability	\$14,958,310	\$15,880,964
2. Total Accrued Liability	\$21,597,524	\$22,346,184
3. Ratio of Retiree AL to Total AL [(1) ÷ (2)]	69%	71%

Another measure of the maturity level of CalPERS and its plans is the ratio of actives to retirees, also called the support ratio. A pension plan in its infancy will have a very high ratio of active to retired members. As the plan matures and members retire, the ratio declines. A mature plan will often have a ratio near or below one.

To calculate the support ratio for the rate plan, retirees and beneficiaries receiving a continuance are each counted as one, even though they may have only worked a portion of their careers as an active member of this rate plan. For this reason, the support ratio, while intuitive, may be less informative than the ratio of retiree liability to total accrued liability above.

For comparison, the support ratio for all CalPERS public agency plans as of June 30, 2022, was 0.77 and was calculated consistently with how it is for the individual rate plan. Note that to calculate the support ratio for all public agency plans, a retiree with service from more than one CalPERS agency is counted as a retiree more than once.

Support Ratio	June 30, 2022	June 30, 2023
1. Number of Actives	12	12
2. Number of Retirees	61	62
3. Support Ratio [(1) ÷ (2)]	0.20	0.19

Maturity Measures (continued)

The actuarial calculations supplied in this communication are based on various assumptions about long-term demographic and economic behavior. Unless these assumptions (e.g., terminations, deaths, disabilities, retirements, salary increases, investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year-to-year differences between actual experience and the assumptions are called actuarial gains and losses and serve to lower or raise required employer contributions from one year to the next. Therefore, employer contributions will inevitably fluctuate, especially due to the u ps and downs of investment returns.

Asset Volatility Ratio

Shown in the table below is the asset volatility ratio (AVR), which is the ratio of market value of assets to payroll. Plans that have a higher AVR experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an AVR of 8 may experience twice the contribution volatility due to investment return volatility than a plan with an AVR of 4. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as a plan matures.

Liability Volatility Ratio

Also shown in the table below is the liability volatility ratio (LVR), which is the ratio of accrued liability to payroll. Plans that have a higher LVR experience more volatile employer contributions (as a percentage of payroll) due to changes in liability. For example, a plan with an LVR of 8 is expected to have twice the contribution volatility of a plan with an LVR of 4 when there is a change in accrued liability, such as when there is a change in actuarial assumptions. It should be noted that this ratio indicates a longer-term potential for contribution volatility, since the AVR, described above, will tend to move closer to the LVR as the funded ratio approaches 100%.

Contribution Volatility	June 30, 2022	June 30, 2023
1. Market Value of Assets	\$14,305,264	\$14,996,984
2. Payroll	\$858,689	\$870,323
3. Asset Volatility Ratio (AVR) [(1) ÷ (2)]	16.7	17.2
4. Accrued Liability	\$21,597,524	\$22,346,184
5. Liability Volatility Ratio (LVR) $[(4) \div (2)]$	25.2	25.7

Maturity Measures History

Valuation Date	Ratio of Retiree Accrued Liability to Total Accrued Liability	Support Ratio	Asset Volatility Ratio	Liability Volatility Ratio
06/30/2017	64%	0.42	9.7	13.3
06/30/2018	66%	0.39	11.0	15.7
06/30/2019	65%	0.32	13.0	18.8
06/30/2020	68%	0.26	14.6	21.4
06/30/2021	70%	0.21	18.8	24.3
06/30/2022	69%	0.20	16.7	25.2
06/30/2023	71%	0.19	17.2	25.7

Funded Status – Termination Basis

The funded status measured on a termination basis is an estimate of the financial position of the plan had the contract with CalPERS been terminated as of June 30, 2023. The accrued liability on a termination basis (termination liability) is calculated differently from the plan's ongoing funding liability. For the termination liability calculation, both compensation and service are frozen as of the valuation date and no future pay increases or service accruals are assumed. This measure of funded status is not appropriate for assessing the need for future employer contributions in the case of an ongoing plan, that is, for an employer that continues to provide CalPERS retirement benefits to active employees. Unlike the actuarial cost method used for ongoing plans, the termination liability is the present value of the benefits earned through the valuation date.

A more conservative investment policy and asset allocation strategy was adopted by the board for the Terminated Agency Pool. The Terminated Agency Pool has limited funding sources since no future employer contributions will be made. Therefore, expected benefit payments are secured by risk-free assets and benefit security for members is increased while limiting the funding risk. However, this asset allocation has a lower expected rate of return than the remainder of the PERF and consequently, a lower discount rate assumption. The lower discount rate for the Terminated Agency Pool results in higher liabilities for terminated plans.

The discount rate used for actual termination valuations is a weighted average of the 10-year and 30-year Treasury yields where the weights are based on matching asset and liability durations as of the termination date. The discount rates used in the following analysis is based on 20-year Treasury bonds, which is a good proxy for most plans. The discount rate upon contract termination will depend on actual Treasury rates on the date of termination, which varies over time, as shown below.

Valuation Date	20-Year <u>Treasury Rate</u>	Valuation Date	20-Year Treasury Rate
06/30/2014	3.08%	06/30/2019	2.31%
06/30/2015	2.83%	06/30/2020	1.18%
06/30/2016	1.86%	06/30/2021	2.00%
06/30/2017	2.61%	06/30/2022	3.38%
06/30/2018	2.91%	06/30/2023	4.06%

As Treasury rates are variable, the table below shows a range for the termination liability using discount rates 1% below and above the 20-year Treasury rate on the valuation date. The price inflation assumption is the 20-year Treasury breakeven inflation rate, that is, the difference between the 20-year inflation indexed bond and the 20-year fixed-rate bond.

The Market Value of Assets (MVA) also varies with interest rates and will fluctuate depending on other market conditions on the date of termination. Since it is not possible to approximate how the MVA will change in different interest rate environments, the results below use the MVA as of the valuation date.

	Discount Rate: 3.06% Price Inflation: 2.50%	Discount Rate: 5.06% Price Inflation: 2.50%
1. Termination Liability ¹	\$35,526,680	\$27,074,198
2. Market Value of Assets (MVA)	14,996,984	14,996,984
3. Unfunded Termination Liability[(1) – (2)]	\$20,529,696	\$12,077,214
4. Funded Ratio [(2) ÷ (1)]	42.2%	55.4%

¹ The termination liabilities calculated above include a 5% contingency load. The contingency load and other actuarial assumptions can be found in Appendix A of the Section 2 report.

In order to terminate the plan, first contact our Pension Contract Services unit to initiate a Resolution of Intent to Terminate. The completed Resolution will allow a CaIPERS actuary to provide a preliminary termination valuation with a more up -to-date estimate of the plan's assets and liabilities. Before beginning this process, please consult with a CaIPERS actuary.

Funded Status – Low-Default-Risk Basis

Actuarial Standard of Practice (ASOP) No. 4, *Measuring Pension Obligations and Determining Pension Plan Costs or Contributions*, requires the disclosure of a low-default-risk obligation measure (LDROM) of benefit costs accrued as of the valuation date using a discount rate based on the yields of high quality fixed income securities with cash flows that replica te expected benefit payments. Conceptually, this measure represents the level at which financial markets would value the accrued plan costs, and would be approximately equal to the cost of a portfolio of low-default-risk bonds with similar financial characteristics to accrued plan costs.

As permitted in ASOP No. 4, the Actuarial Office uses the Entry Age Actuarial Cost Method to calculate the LDROM. This methodology is in line with the measure of "benefit entitlements" calculated by the Bureau of Economic Analysis and used by the Federal Reserve to report the indebtedness due to pensions of plan sponsors and, conversely, the household wealth due to pensions of plan members.

As shown below, the discount rate used for the LDROM is 4.82%, which is the Standard FTSE Pension Liability Index¹ discount rate as of June 30, 2023, net of assumed administrative expenses.

Selected Measures on a Low-Default-Risk Basis	June 30, 2023
Discount Rate	4.82%
 Accrued Liability² – Low-Default-Risk Basis (LDROM) 	
a) Active Members	\$6,625,314
b) Transferred Members	793,349
c) Separated Members	1,717,247
d) Members and Beneficiaries Receiving Payments	19,310,221
e) Total	\$28,446,131
2. Market Value of Assets (MVA)	14,996,984
3. Unfunded Accrued Liability – Low-Default-Risk Basis [(1e) – (2)]	\$13,449,147
4. Unfunded Accrued Liability – Funding Policy Basis	7,349,200
5. Present Value of Unearned Investment Risk Premium $[(3) - (4)]$	\$6,099,947

The difference between the unfunded liabilities on a low-default-risk basis and on the funding policy basis represents the present value of the investment risk premium that must be earned in future years to keep future contributions for currently accrued p lan costs at the levels anticipated by the funding policy.

Benefit security for members of the plan relies on a combination of the assets in the plan, the investment income generated from those assets, and the ability of the plan sponsor to make necessary future contributions. If future returns fall short of 6.8%, benefit security could be at risk without higher than currently anticipated future contributions.

The funded status on a low-default-risk basis is not appropriate for assessing the sufficiency of plan assets to cover the cost of settling the plan's benefit obligations (see Funded Status – Termination Basis), nor is it appropriate for assessing the need for future contributions (see Funded Status – Funding Policy Basis).

- ¹ This index is based on a yield curve of hypothetical AA-rated zero coupon corporate bonds whose maturities range from 6 months to 30 years. The index represents the single discount rate that w ould produce the same present value as discounting a standardized set of liability cash flow sfor a fully open pension plan using the yield curve. The liability cash flows are reasonably consistent with the pattern of benefits expected to be paid from the entire Public Employees' Retirement Fund for current and former plan members. A different index, hence a different discount rate, may be needed to measure the LDROM for a subset of the fund, such as a single rate plan or a group of retirees.
- ² If plan assets were invested entirely in the AA fixed income securities used to determine the discount rate of 4.82%, the CalPERS discount rate could, at various times, be below 4.5% or 5.25%, and some automatic annual retiree COLAs could be suspended (Gov. Code sections 21329 and 21335). Since there is currently no proposal to adopt an asset allocation entirely comprised of fixed income securities, the automatic COLAs have been fully valued in the measures above based on the assumptions used for plan funding. Removing future COLAs from the measurement w ould understate the statutory obligation.

Summary of Valuation Data

The table below shows a summary of the plan's member data upon which this valuation is based:

	June 30, 2022	June 30, 2023
Active Members		
Counts	12	12
Average Attained Age	47.8	47.5
Average Entry Age to Rate Plan	29.8	28.4
Average Years of Credited Service	18.0	18.7
Average Annual Covered Pay	\$71,557	\$72,527
Annual Covered Payroll	\$858,689	\$870,323
Present Value of Future Payroll	\$7,630,597	\$7,892,809
Transferred Members	7	6
Separated Members	55	55
Retired Members and Beneficiaries*		
Counts	61	62
Average Annual Benefits	\$19,175	\$20,289
Total Annual Benefits	\$1,169,646	\$1,257,926

Counts of members included in the valuation are counts of the records processed by the valuation. Multiple records may exist for those who have service in more than one valuation group. This does not result in double counting of liabilities.

* Values include community property settlements.

List of Class 1 Benefit Provisions

This plan has the following Class 1 Benefit Provisions:

• None

Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which the agency has contracted. A description of principal standard and optional plan provisions is in Section 2.

Section 2.			
	Benefit Group		
Member Category	Misc	Misc	
Demographics Actives Transfers/Separated Receiving	No Yes Yes	Yes Yes Yes	
Benefit Provision			
Benefit Formula Social Security Coverage Full/Modified	2% @ 60 Yes Modified	2.5% @ 55 Yes Modified	
Employee Contribution Rate		8.00%	
Final Average Compensation Period	Three Year	Three Year	
Sick Leave Credit	Yes	Yes	
Non-Industrial Disability	Standard	Standard	
Industrial Disability	No	No	
Pre-Retirement Death Benefits Optional Settlement 2 1959 Survivor Benefit Level Special Alternate (firoficatheres)	Yes No No	Yes No No	
Post-Retirement Death Benefits Lump Sum Survivor Allowance (PRSA)	\$2,000 No	\$2,000 No	
COLA	2%	2%	

Section 2

California Public Employees' Retirement System

Risk Pool Actuarial Valuation Information

Section 2 may be found on the CalPERS website (www.calpers.ca.gov) in the Forms & Publications section



California Public Employees' Retirement System Actuarial Office 400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744 888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

July 2024

Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District (CalPERS ID: 3596803517) Annual Valuation Report as of June 30, 2023

Dear Employer,

Attached to this letter is Section 1 of the June 30, 2023 actuarial valuation report for the rate plan noted above. **Provided** in this report is the determination of the minimum required employer contributions for fiscal year (FY) 2025-26. In addition, the report contains important information regarding the current financial status of the plan as well as projections and risk measures to aid in planning for the future.

Because this plan is in a risk pool, the following valuation report has been separated into two sections:

- Section 1 contains specific information for the plan including the development of the current and projected employer contributions, and
- Section 2 contains the Risk Pool Actuarial Valuation appropriate to the plan as of June 30, 2023.

<u>Section 2</u> can be found on the CalPERS website (www.calpers.ca.gov). From the home page, go to *"Forms & Publications"* and select *"View All"*. In the search box, enter *"Risk Pool"* and from the results list download the Miscellaneous Risk Pool Actuarial Valuation Report for June 30, 2023.

Required Contributions

The table below shows the minimum required employer contributions for FY 2025-26 along with an estimate of the employer contribution requirements for FY 2026-27. Employee contributions other than cost sharing (whether paid by the employer or the employee) are in addition to the results shown below. The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.

Fiscal Year	Employer Normal Cost Rate	Employer Amortization of Unfunded Accrued Liability
2025-26	10.19%	\$6,158
Projected Results		
2026-27	10.2%	\$7,600

The actual investment return for FY 2023-24 was not known at the time this report was prepared. The projections above assume the investment return for that year would be 6.8%. To the extent the actual investment return for FY 2023-24 differs from 6.8%, the actual contribution requirements for FY 2026-27 will differ from those shown above. For additional details regarding the assumptions and methods used for these projections, please refer to Projected Employer Contributions. This section also contains projected required contributions through FY 2030-31.

CalPERS Actuarial Valuation - June 30, 2023 Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District CalPERS ID: 3596803517 Page 2

Report Enhancements

A number of enhancements were made to the report this year to ease navigation and allow the reader to find specific information more quickly. The tables of contents are now "clickable." This is true for the main table of contents that fo llows the title page and the intermediate tables of contents at the beginning of sections. The Adobe navigation pane on the left can also be used to skip to specific exhibits.

There are a number of links throughout the document in blue text. Links that are internal to the document are not underlined, while underlined links will take you to the CaIPERS website. Examples are shown below.

Internal Bookmarks	CalPERS Website Links
Required Employer Contributions	Required Employer Contribution Search Tool
Member Contribution Rates	Public Agency PEPRA Member Contribution Rates
Summary of Key Valuation Results	Pension Outlook Overview
Funded Status – Funding Policy Basis	Interactive Summary of Public Agency Valuation Results
Projected Employer Contributions	Public Agency Actuarial Valuation Reports

Further descriptions of general changes are included in the Highlights and Executive Summary section and in Appendix A - Actuarial Methods and Assumptions in Section 2.

Questions

A CalPERS actuary is available to answer questions about this report. Other questions may be directed to the Customer Contact Center at **888 CalPERS** (or **888**-225-7377).

Sincerely,

David Clement, ASA, MAAA, EA Senior Actuary, CalPERS

Randall Dziubek, ASA, MAAA Deputy Chief Actuary, Valuation Services, CalPERS

Scott Terando, ASA, EA, MAAA, FCA, CFA Chief Actuary, CalPERS

California Public Employees' Retirement System

Actuarial Valuation for the Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District as of June 30, 2023

(CalPERS ID: 3596803517) (Rate Plan ID: 9644)

Required Contributions for Fiscal Year

July 1, 2025 — June 30, 2026



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Section 1

California Public Employees' Retirement System

Plan Specific Information for the Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District

(CaIPERS ID: 3596803517) (Rate Plan ID: 9644)

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Actuarial Certification

It is our opinion that the valuation has been performed in accordance with generally accepted actuarial principles as well as the applicable Standards of Practice promulgated by the Actuarial Standards Board. While this report, consisting of Section 1 and Section 2, is intended to be complete, our office is available to answer questions as needed. All of the undersigned are actuaries who satisfy the *Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States* of the American Academy of Actuaries with regard to pensions.

Actuarial Methods and Assumptions

It is our opinion that the assumptions and methods, as recommended by the Chief Actuary and adopted by the CaIPERS Board of Administration, are internally consistent and reasonable for this plan.

Randall Dziubek, ASA, MAAA Deputy Chief Actuary, Valuation Services, CalPERS

Scott Terando, ASA, EA, MAAA, FCA, CFA Chief Actuary, CalPERS

Actuarial Data and Rate Plan Results

To the best of my knowledge and having relied upon the attestation above that the actuarial methods and assumptions are reasonable as well as the information in Section 2 of this report, this report is complete and accurate and contains sufficient information to disclose, fully and fairly, the funded condition of the Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District and satisfies the actuarial valuation requirements of Government Code section 7504. This valuation and related validation work was performed by the CalPERS Actuarial Office. The valuation was based on the member and financial data as of June 30, 2023, provided by the various CalPERS databases and the benefits under this plan with CalPERS as of the date this report was produced. Section 1 of this report is based on the member and financial data for Pleasant Valley Recreation and Park District, while Section 2 is based on the corresponding information for all agencies participating in the Miscellaneous Risk Pool to which the plan belongs.

David Clement, ASA, MAAA, EA Senior Actuary, CalPERS

Highlights and Executive Summary

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Introduction

This report presents the results of the June 30, 2023, actuarial valuation of the Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District of the California Public Employees' Retirement System (CalPERS). This actuarial valuation sets the minimum required contributions for fiscal year (FY) 2025-26.

Purpose of Section 1

This Section 1 report for the Miscellaneous Second Tier Plan of the Pleasant Valley Recreation and Park District of CalPERS was prepared by the Actuarial Office using data as of June 30, 2023. The purpose of the valuation is to:

- Set forth the assets and accrued liabilities of this rate plan as of June 30, 2023;
- Determine the minimum required employer contributions for this rate plan for FY July 1, 2025, through June 30, 2026;
- Determine the required member contribution rate for FY July 1, 2025, through June 30, 2026, for employees subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA); and
- Provide actuarial information as of June 30, 2023, to the CalPERS Board of Administration (board) and other interested parties.

The pension funding information presented in this report should not be used in financial reports subject to Governmental Accounting Standards Board (GASB) Statement No. 68 for a Cost Sharing Employer Defined Benefit Pension Plan. A separate accounting valuation report for such purposes is available on the CalPERS website (www.calpers.ca.gov).

The measurements shown in this actuarial valuation may not be applicable for other purposes. The agency should contact a CalPERS actuary before disseminating any portion of this report for any reason that is not explicitly described above.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; changes in actuarial policies; changes in plan provisions or applicable law; and differences between the required contributions determined by the valuation and the actual contributions made by the agency.

Assessment and Disclosure of Risk

This report includes the following risk disclosures consistent with the guidance of Actuarial Standards of Practice No. 51 and recommended by the California Actuarial Advisory Panel (CAAP) in the Model Disclosure Elements document:

- A "Scenario Test," projecting future results under different investment income returns.
- A "Sensitivity Analysis," showing the impact on current valuation results using alternative discount rates of 5.8% and 7.8%.
- A "Sensitivity Analysis," showing the impact on current valuation results assuming rates of mortality are 10% lower or 10% higher than our current post-retirement mortality assumptions adopted in 2021.
- Plan maturity measures indicating how sensitive a plan may be to the risks noted above.

Summary of Key Valuation Results

Below is a brief summary of key valuation results along with page references where more detailed information can be found .

Required Employer Contributions — page 8

	Fiscal Year 2024-25	Fiscal Year 2025-26
Employer Normal Cost Rate	10.15%	10.19%
Unfunded Accrued Liability (UAL) Contribution Amount	\$2,840	\$6,158
Paid either as		
Option 1) 12 Monthly Payments of	\$236.67	\$513.17
Option 2) Annual Prepayment in July	\$2,748	\$5,959

Member Contribution Rates - page 9

	Fiscal Year 2024-25	Fiscal Year 2025-26
Member Contribution Rate	7.00%	7.00%

Projected Employer Contributions - page 14

Funded Status — Funding Policy Basis — page 12

	June 30, 2022	June 30, 2023
Entry Age Accrued Liability (AL)	\$1,071,155	\$1,170,436
Market Value of Assets (MVA)	1,009,600	1,072,888
Unfunded Accrued Liability (UAL) [AL – MVA]	\$61,555	\$97,548
Funded Ratio [MVA ÷ AL]	94.3%	91.7%

Summary of Valuation Data — Page 26

	June 30, 2022	June 30, 2023
Active Member Count	5	3
Annual Covered Payroll	\$463,072	\$297,107
Transferred Member Count	1	2
Separated Member Count	6	6
Retired Members and Beneficiaries Count	2	3

Changes Since the Prior Year's Valuation

Benefits

The standard actuarial practice at CaIPERS is to recognize mandated legislative benefit changes in the first annual valuation following the effective date of the legislation. For pooled rate plans, voluntary benefit changes by plan amendment are generally included in the first valuation with a valuation date on or after the effective date of the amendment.

Please refer to the Plan's Major Benefit Options in this report and Appendix B of the Section 2 Report for a summary of the plan provisions used in this valuation.

Actuarial Methods and Assumptions

There are no significant changes to the actuarial methods or assumptions for the June 30, 2023, actuarial valuation.

New Disclosure Items

In December 2021, the Actuarial Standards Board issued a revision of Actuarial Standard of Practice No. 4 (ASOP 4) requiring actuaries to disclose a low-default-risk obligation measure (LDROM) of the benefits earned. This information is shown in a new exhibit, Funded Status – Low-Default-Risk Basis.

Subsequent Events

This actuarial valuation report reflects fund investment return through June 30, 2023, as well as statutory changes, regulatory changes and board actions through January 2024.

During the time period between the valuation date and the publication of this report, inflation has been higher than the expected inflation of 2.3% per annum. Since inflation influences cost-of-living increases for retirees and beneficiaries and active member pay increases, higher inflation is likely to put at least some upward pressure on contribution requirements and downward pressure on the funded status in the June 30, 2024, valuation. The actual impact of higher inflation on future valuation results will depend on, among other factors, how long higher inflation persists.

The 2023 annual benefit limit under Internal Revenue Code (IRC) section 415(b) and annual compensation limits under IRC section 401(a)(17) and Government Code section 7522.10 were used for this valuation and are assumed to increase 2.3% per year based on the price inflation assumption. The actual 2024 limits, determined in October 2023, are not reflected.

On April 16, 2024, the board took action to modify the Funding Risk Mitigation Policy to remove the automatic change to the discount rate when the investment return exceeds various thresholds. R ather than an automatic change to the discount rate, a board discussion would be placed on the calendar. The 95th percentile return in the Future Investment Return Scenarios exhibit in this report has not been modified and still reflects the projected contribution requirements associated with a reduction in the discount rate.

To the best of our knowledge, there have been no other subsequent events that could materially affect current or future certifications rendered in this report.

Liabilities and Contributions

•	Determination of Required Contributions	7
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Determination of Required Contributions

Contributions to fund the plan are determined by an actuarial valuation performed each year. The valuation employs complex calculations based on a set of actuarial assumptions and methods. See Appendix A in Section 2 for information on the assumptions and methods used in this valuation. The valuation incorporates all plan experience through the valuation date and sets required contributions for the fiscal year that begins two years after the valuation date.

Contribution Components

Two components comprise required contributions:

- Normal Cost expressed as a percentage of pensionable payroll
- Unfunded Accrued Liability (UAL) Contribution expressed as a dollar amount

Normal Cost represents the value of benefits allocated to the upcoming year for active employees. If all plan experience exactly matched the actuarial assumptions, normal cost would be sufficient to fully fund all benefits. The employer and employees each pay a share of the normal cost with contributions payable as part of the regular payroll reporting process. The contribution rate for Classic members is set by statute based on benefit formula whereas for PEPRA members it is based on 50% of the total normal cost.

When plan experience differs from the actuarial assumptions, unfunded accrued liability (UAL) emerges. The new UAL may be positive or negative. If the total UAL is positive (i.e., accrued liability exceeds assets), the employer is required to make contributions to pay off the UAL over time. This is called the Unfunded Accrued Liability Contribution component. There is an option to prepay this amount during July of each fiscal year, otherwise it is paid monthly.

In measuring the UAL each year, plan experience is split by source. Common sources of UAL include investment experience different than expected, assumption changes and benefit changes. Each source of UAL (positive or negative) forms a base that is amortized, or paid off, over a specified period of time in accordance with the CalPERS <u>Actuarial Amortization Policy</u>. The Unfunded Accrued Liability Contribution is the sum of the payments on all bases. See the <u>Schedule of Amortization Bases</u> section of this report for an inventory of existing bases and Appendix A in Section 2 for more information on the amortization policy.

Required Employer Contributions

The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.

	Fiscal Year
Required Employer Contributions	2025-26
Employer Normal Cost Rate	10.19%
Plus	
Unfunded Accrued Liability (UAL) Contribution Amount ¹	\$6,158
Paid either as	
1) Monthly Payment	\$513.17
Or	
2) Annual Prepayment Option*	\$5,959
The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) and the Unfunded Accrued Liability (UAL)	

(expressed as a percentage of payroll and paid as payroll is reported) and the Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly(1) or prepaid annually(2) in dollars).

* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).

For Member Contribution Rates see the following page.

	Fiscal Year	Fiscal Year
evelopment of Normal Cost as a Percentage of Payroll	2024-25	2025-26
Base Total Normal Cost for Formula	17.08%	17.13%
Surcharge for Class 1 Benefits ²		
None	0.00%	0.00%
Plan's Total Normal Cost	17.08%	17.13%
Offset Due to Employee Contributions ³	6.93%	6.94%
Employer Normal Cost	10.15%	10.19%

¹ The required payment on amortization bases does not take into account any additional discretionary payment made after April 30, 2024.

² Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges.

³ This is the expected employee contributions, taking into account individual benefit formula and any offset from the use of a modified formula, divided by projected annual payroll. For member contribution rates above the breakpoint for each benefit formula, see Member Contribution Rates.

Member Contribution Rates

The required member contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.

Each member contributes toward their retirement based upon the retirement formula. The standard Classic member contribution rate above the breakpoint, if any, is as described below.

Benefit Formula	Percent Contributed above the Breakpoint
Miscellaneous, 1.5% at age 65	2%
Miscellaneous, 2% at age 60	7%
Miscellaneous, 2% at age 55	7%
Miscellaneous, 2.5% at age 55	8%
Miscellaneous, 2.7% at age 55	8%
Miscellaneous, 3% at age 60	8%

Auxiliary organizations of the CSU system may elect reduced contribution rates for Miscellaneous members, in which case the contribution rate above the breakpoint is 6% if members are not covered by Social Security and 5% if they are.

Other Pooled Miscellaneous Risk Pool Rate Plans

All of the results presented in this Section 1 report, except those shown on this page, correspond to rate plan 9644. In many cases, employers have additional rate plans within the same risk pool. For cost analysis and budgeting it is useful to consider contributions for these rate plans as a whole rather than individually. The estimated contribution amounts and rates for all of the employer's rate plans in the Miscellaneous Risk Pool are shown below and assume that the total employer payroll within the Miscellaneous Risk Pool will grow according to the overall payroll growth assumption of 2.80% per year for three years. Classic members who are projected to terminate employment are assumed to be replaced by PEPRA members.

	Fiscal Year	Fiscal Year
Estimated Employer Contributions for all Pooled Miscellaneous Rate Plans	2024-25	2025-26
Projected Payroll for the Contribution Year	\$2,728,390	\$2,882,396
Estimated Employer Normal Cost	\$268,345	\$281,498
Required Payment on Amortization Bases	\$601,712	\$657,229
Estimated Total Employer Contributions	\$870,057	\$938,727
Estimated Total Employer Contribution Rate (illustrative only)	31.89%	32.57%

Breakdown of Entry Age Accrued Liability

Active Members	\$704,484
Transferred Members	48,224
Separated Members	78,075
Members and Beneficiaries Receiving Payments Total	<u>339,653</u> \$1,170,436

Allocation of Plan's Share of Pool's Experience

It is the policy of CalPERS to ensure equity within the risk pools by allocating the pool's experience gains/losses and assumption changes in a manner that treats each employer equitably and maintains benefit security for the members of the System while minimizing substantial variations in employer contributions. The pool's experience gains/losses and impact of assumption/method changes is allocated to the plan as follows:

1.	Plan's Accrued Liability	\$1,170,436
2.	Projected UAL Balance at 6/30/2023	72,539
3.	Other UAL Adjustments (Golden Handshake, Prior Service Purchase, etc.)	0
4.	Adjusted UAL Balance at 6/30/2023 for Asset Share	72,539
5.	Pool's Accrued Liability ¹	23,349,910,053
6.	Sum of Pool's Individual Plan UAL Balances at 6/30/2023 ¹	5,227,602,209
7.	Pool's 2022-23 Investment (Gain)/Loss ¹	114,855,623
8.	Pool's 2022-23 Non-Investment (Gain)/Loss ¹	360,116,330
9.	Plan's Share of Pool's Investment (Gain)/Loss: [(1) - (4)] ÷ [(5) - (6)] × (7)	6,958
10.	Plan's Share of Pool's Non-Investment (Gain)/Loss: (1) \div (5) × (8)	18,051
11.	Plan's New (Gain)/Loss as of 6/30/2023: (9) + (10)	25,009
12.	Increase in Pool's Accrued Liability due to Change in Assumptions ¹	0
13.	Plan's Share of Pool's Change in Assumptions: $(1) \div (5) \times (12)$	0
14.	Increase in Pool's Accrued Liability due to Funding Risk Mitigation ¹	0
15.	Plan's Share of Pool's Change due to Funding Risk Mitigation: (1) \div (5) \times (14)	0
16.	Offset due to Funding Risk Mitigation	0
17.	Plan's Investment (Gain)/Loss: (9) – (16)	6,958

¹ Does not include plans that transferred to the pool on the valuation date.

Development of the Plan's Share of Pool's Assets

18.	Plan's UAL: (2) + (3) + (11) + (13) + (15)	\$97,548
19.	Plan's Share of Pool's Market Value of Assets (MVA): (1) - (18)	\$1,072,888

For a reconciliation of the pool's Market Value of Assets (MVA), information on the fund's asset allocation and a history of CalPERS investment returns, see <u>Section 2</u>, which can be found on the CalPERS website (www.calpers.ca.gov).

Funded Status – Funding Policy Basis

The table below provides information on the current funded status of the plan under the funding policy. The funded status for this purpose is based on the market value of assets relative to the funding target produced by the entry age actuarial cost method and actuarial assumptions adopted by the board. The actuarial cost method allocates the total expected cost of a member's projected benefit (Present Value of Benefits) to individual years of service (the Normal Cost). The value of the projected benefit that is not allocated to future service is referred to as the Accrued Liability and is the plan's funding target on the valuation date. The Unfunded Accrued Liability (UAL) equals the funding target minus the assets. The UAL is an absolute measure of funded status and can be viewed as employer debt. The funded ratio equals the assets divided by the funding target. The funded ratio is a relative measure of the funded status and allows for comparisons between plans of different sizes.

	June 30, 2022	June 30, 2023
1. Present Value of Benefits	\$1,767,949	\$1,562,458
2. Entry Age Accrued Liability	1,071,155	1,170,436
3. Market Value of Assets (MVA)	1,009,600	1,072,888
4. Unfunded Accrued Liability (UAL) [(2) – (3)]	\$61,555	\$97,548
5. Funded Ratio [(3) ÷ (2)]	94.3%	91.7%

A funded ratio of 100% (UAL of \$0) implies that the funding of the plan is on target and that future contributions equal to the normal cost of the active plan members will be sufficient to fully fund all retirement benefits if future experience matches the actuarial assumptions. A funded ratio of less than 100% (positive UAL) implies that in addition to normal costs, payments toward the UAL will be required. Plans with a funded ratio greater than 100% have a negative UAL (or surplus) but are required under current law to contributing the normal cost in most cases, preserving the surplus for future contingencies.

Calculations for the funding target reflect the expected long-term investment return of 6.8%. If it were known on the valuation date that future investment returns will average something greater/less than the expected return, calculated normal costs and accrued liabilities provided in this report would be less/greater than the results shown. Therefore, for example, if actual a verage future returns are less than the expected return, calculated normal costs and UAL contributions will not be sufficient to fully fund all retirement benefits. Under this scenario, required future normal cost contributions will need to increase from those provided in this report, and the plan will develop unfunded liabilities that will also add to required future contributions. For illustrative purposes, funded statuses based on a 1% lower and higher average future investment return (discount rate) are as follows:

	1% Lower Average Return	Current Assumption	1% Higher Average Return
Discount Rate	5.8%	6.8%	7.8%
1. Entry Age Accrued Liability	\$1,354,200	\$1,170,436	\$1,020,984
2. Market Value of Assets (MVA)	1,072,888	1,072,888	1,072,888
3. Unfunded Accrued Liability (UAL) $[(1) - (2)]$ 4. Funded Ratio $[(2) \div (1)]$	\$281,312 79.2%	\$97,548 91.7%	(\$51,904) 105.1%

The Risk Analysis section of the report provides additional information regarding the sensitivity of valuation results to the expected investment return and other factors. Also provided in that section are measures of funded status that are appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities.

Additional Employer Contributions

The minimum required employer contribution towards the Unfunded Accrued Liability (UAL) for this rate plan for FY 2025-26 is \$6,158. CalPERS allows agencies to make additional discretionary payments (ADPs) at any time. These optional payments serve to reduce the UAL and future required contributions and can result in significant long-term savings. Agencies can also use ADPs to stabilize annual contributions as a fixed dollar amount, percent of payroll or percent of revenue.

Provided below are select ADP options for consideration. Making such an ADP during FY 2025-26 does not require an ADP be made in any future year, nor does it change the remaining amortization period of any portion of unfunded liability. For information on permanent changes to amortization periods, see Amortization Schedule and Alternatives. Agencies considering making an ADP should contact CalPERS for additional information.

Funding Approach	Estimated Normal Cost	Minimum UAL Contribution	ADP ¹	Total UAL Contribution	Estimated Total Contribution
Minimum required only	\$27,424	\$6,158	0	\$6,158	\$33,582
20 year funding horizon	\$27,424	\$6,158	\$3,583	\$9,741	\$37,165
15 year funding horizon	\$27,424	\$6,158	\$5,206	\$11,364	\$38,788
10 year funding horizon	\$27,424	\$6,158	\$8,629	\$14,787	\$42,211
5 year funding horizon	\$27,424	\$6,158	\$19,271	\$25,429	\$52,853

Fiscal Year 2025-26 Employer Contributions — Illustrative Scenarios

The minimum required contribution above is less than interest on the UAL. With no ADP the UAL is projected to increase over the following year. If the minimum UAL payment were split between interest and principal, the principal portion would be negative. This situation is referred to as **negative amortization**. If only the minimum required contribution is made, contributions are not expected to exceed interest on the UAL until FY **2026-27**, as shown in the Amortization Schedule and Alternatives section of the report (see columns labeled Current Amortization Schedule).

Fiscal Year 2025-26 Employer Contribution Necessary to Avoid Negative Amortization

	Estimated Normal Cost	Minimum UAL Contribution	ADP ¹	Total UAL Contribution	Estimated Total Contribution
-	\$27,424	\$6,158	\$970	\$7,128	\$34,552

¹ The ADP amounts are assumed to be made in the middle of the fiscal year. A payment made earlier or later in the fiscal year would have to be less or more than the amount show n to have the same effect on the UAL amortization.

The calculations above are based on the projected UAL as of June 30, 2025, as determined in the June 30, 2023, actuarial valuation. New unfunded liabilities can emerge in future years due to assumption or method changes, changes in plan provisions, and actuarial experience different than assumed. Making an ADP illustrated above for the indicated number of years s will not result in a plan that is exactly 100% funded in the indicated number of years. Valuation results will vary from one year to the next and can diverge significantly from projections over a period of several years.

Additional Discretionary Payment History

The following table provides a recent history of actual ADPs made to the plan.

Fiscal Year	ADP	Fiscal Year	ADP
2019-20	\$0	2022-23	\$0
2020-21	\$22,939	2023-24 ²	\$0
2021-22	\$29,443		

² Excludes payments made after April 30, 2024

Projected Employer Contributions

The table below shows the required and projected employer contributions (before cost sharing) for the next six fiscal years. The projection assumes that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period. In particular, the investment return beginning with FY 2023-24 is assumed to be 6.80% per year, net of investment and administrative expenses. Future contribution requirements may differ significantly from those shown below. The actual long-term cost of the plan will depend on the actual benefits and expenses paid and the actual investment experience of the fund.

	Required Contribution	Projected Future Employer Contributions (Assumes 6.80% Return for Fiscal Year 2023-24 and Beyond)				
Fiscal Year	2025-26 2026-27 2027-28 2028-29 2029-30					
	Rate Plan 9644 Results					
Normal Cost%	10.19%	10.2%	10.2%	10.2%	10.2%	10.2%
UAL Payment	\$6,158	\$7,600	\$9,100	\$11,000	\$11,000	\$11,000

For ongoing plans, investment gains and losses are amortized using a 5-year ramp up. For more information, please see Amortization of Unfunded Actuarial Accrued Liability in Appendix A of the Section 2 Report. This method phases in the impact of the change in UAL over a 5-year period in order to reduce employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in anyone year are less likely. However, required contributions can change gradually and significantly over the next five years. In years when there is a large investment loss, the relatively small amortization payments during the ramp up period could result in contributions that are less than interest on the UAL (i.e. negative amortization) while the contribution impact of the increase in the UAL is phased in.

The required contribution for FY 2025-26 is less than interest on the UAL, a situation referred to as negative amortization, as explained in the Additional Employer Contributions section earlier in this report. If only the minimum required contribution is made, contributions are not expected to exceed interest on the UAL until FY 2026-27, as shown in the Amortization Schedule and Alternatives section of the report (see columns labelled "Current Amortization Schedule").

For projected contributions under alternate investment return scenarios, please see the <u>Future Investment Return Scenarios</u> exhibit. Our online pension plan projection tool, <u>Pension Outlook</u>, is available in the Employers section of the CalPERS website. Pension Outlook can help plan and budget pension costs under various scenarios.

 Schedule of Amortization Bases. Note that there is a two-year lag between the valuation date and the start of the contribution year. The assets, liabilities and funded status of the plan are measured as of the valuation date: June 30, 2023. The required employer contributions determined by the valuation are for the fiscal year beginning two years after the valuation date: FY 2025-26. This two-year lag is necessary due to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the fiscal year. 	on year. 5-26. oublic agencies wit	£
ite and the start of the contributior ifter the valuati on date: FY 2025-; al data, and the need to provide pu	on year. 5-26. oublic agencies wit	£
fter the valuati on date: FY 2025-′	;-26. oublic agencies wit	£
al data, and the need to provide pu	ublic agencies with	ţ
The Unfunded Accrued Liability(UAL) is used to determine the employer contribution and therefore must be rolled forward two years from the valuation date to the first day of the fiscal year for which the contribution is being determined. The UAL is rolled forward each year by subtracting the expected payment on the UAL for the fiscal year and adjusting for interest. The expected payment on the UAL for the fiscal payments and adjusting for interest. The expected payment on the UAL for the fiscal payments and adjusting for interest. The expected payment on the UAL for the fiscal payments and adjusting for interest. The expected payment on the UAL for FY 2023-24 is based on the actuarial valuation two years ago, adjusted for additional discretionary payments made on or before April 30, 2024, if necessary, and the expected payment for FY 2024-25 is based on the actuarial valuation one year ago.	uation date to the fi the UAL for the fisu additional discretio ago.	irst cal onary
Expected Balance Payment B 6/34/74 201.25 6	Mini Req Balance Payr 6/30/25 202	Minimum Required Payment 2025-26
1711,544	16,743	1,544
1,296	33,061	Ñ
0		171
	20,589	1,851

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Amortization Schedule and Alternatives

The amortization schedule on the previous page(s) shows the minimum contributions required according to the CaIPERS amortization policy. Many agencies have expressed a desire for a more stable pattern of payments or have indicated interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded lia bility payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative "fresh start" amortization schedules using two sample periods that would both result in interest savings relative to the current amortization schedule. To initiate a fresh start, please contact a CaIPERS actuary.

The current amortization schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existin g unfunded liability bases with a single "fresh start" base and amortizing it over an appropriate period.

The current amortization schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CaIPERS <u>Actuarial Amortization Policy</u>.

Amortization Schedule and Alternatives (continued)

			Alternative Schedules				
	Current Amortization Schedule		20 Year Am	ortization	15 Year Am	ortization	
Date	Balance	Payment	Balance	Payment	Balance	Payment	
6/30/2025	108,329	6,158	108,329	9,741	108,329	11,364	
6/30/2026	109,331	7,624	105,629	9,741	103,951	11,364	
6/30/2027	108,887	9,092	102,745	9,741	99,276	11,364	
6/30/2028	106,896	10,559	99,665	9,741	94,283	11,364	
6/30/2029	103,252	10,729	96,375	9,741	88,950	11,364	
6/30/2030	99,185	10,730	92,862	9,742	83,255	11,364	
6/30/2031	94,840	10,728	89,109	9,742	77,172	11,364	
6/30/2032	90,203	10,730	85,101	9,742	70,676	11,364	
6/30/2033	85,248	10,729	80,820	9,741	63,738	11,364	
6/30/2034	79,958	10,729	76,249	9,742	56,328	11,364	
6/30/2035	74,308	10,730	71,366	9,741	48,414	11,365	
6/30/2036	68,272	10,730	66,152	9,741	39,961	11,364	
6/30/2037	61,826	10,730	60,584	9,742	30,934	11,364	
6/30/2038	54,941	10,728	54,636	9,742	21,293	11,364	
6/30/2039	47,590	10,730	48,283	9,741	10,997	11,365	
6/30/2040	39,738	10,730	41,499	9,741			
6/30/2041	31,351	10,727	34,254	9,741			
6/30/2042	22,397	10,730	26,517	9,742			
6/30/2043	12,831	10,728	18,252	9,741			
6/30/2044	2,617	2,705	9,426	9,741			
6/30/2045							
6/30/2046							
6/30/2047							
6/30/2048							
6/30/2049							
Total		197,076		194,827		170,462	
Interest Paid		88,747		86,498		62,133	

2,249

Estimated Savings

26,614

Employer Contribution History

The table below provides a recent history of the employer contribution requirements for the plan, as determined by the annual actuarial valuation. Changes due to prepayments or plan amendments after the valuation report was finalized are not reflected.

Valuation Date	Contribution Year	Employer Normal Cost Rate	Unfunded Liability Payment
06/30/2014	2016 - 17	7.159%	\$800
06/30/2015	2017 - 18	7.200%	961
06/30/2016	2018 - 19	7.634%	1,527
06/30/2017	2019 - 20	8.081%	1,855
06/30/2018	2020 - 21	8.794%	453
06/30/2019	2021 - 22	8.65%	1,271
06/30/2020	2022 - 23	8.63%	2,202
06/30/2021	2023 - 24	10.10%	0
06/30/2022	2024 - 25	10.15%	2,840
06/30/2023	2025 - 26	10.19%	6,158

Funding History

The table below shows the recent history of the actuarial accrued liability, share of the pool's market value of assets, unfunded accrued liability, funded ratio and annual covered payroll.

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio	Annual Covered Payroll
06/30/2014	\$99,509	\$95,272	\$4,237	95.7%	\$247,665
06/30/2015	175,656	164,799	10,857	93.8%	445,871
06/30/2016	270,266	238,474	31,792	88.2%	409,081
06/30/2017	391,088	362,400	28,688	92.7%	425,544
06/30/2018	541,428	503,147	38,281	92.9%	378,429
06/30/2019	647,353	622,780	24,573	96.2%	347,885
06/30/2020	785,843	736,676	49,167	93.7%	401,299
06/30/2021	917,286	997,275	(79,989)	108.7%	418,020
06/30/2022	1,071,155	1,009,600	61,555	94.3%	463,072
06/30/2023	1,170,436	1,072,888	97,548	91.7%	297,107

Risk Analysis

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Future Investment Return Scenarios

Analysis using the investment return scenarios from the Asset Liability Management process completed in 2021 was performed to determine the effects of various future investment returns on required employer contributions. The projections below reflect the impact of the CaIPERS <u>Funding Risk Mitigation Policy</u>. The projections also assume that all other actuarial assumptions will be realized and that no further changes in assumptions, contributions, benefits, or funding will occur.

The first table shows projected contribution requirements if the fund were to earn either 3.0% or 10.8% annually. These alter nate investment returns were chosen because 90% of long-term average returns are expected to fall between them over the 20-year period ending June 30, 2043.

Assumed Annual Return FY 2023-24	Projected Employer Contributions				
through FY 2042-43	2026-27	2027-28	2028-29	2029-30	2030-31
3.0% (5 th percentile)					
Discount Rate	6.80%	6.80%	6.80%	6.80%	6.80%
Normal Cost Rate	10.2%	10.2%	10.2%	10.2%	10.2%
UAL Contribution	\$8,600	\$12,000	\$17,000	\$21,000	\$26,000
10.8% (95 th percentile)					
Discount Rate	6.75%	6.70%	6.65%	6.60%	6.55%
Normal Cost Rate	10.4%	10.6%	10.8%	11.1%	11.3%
UAL Contribution	\$6,800	\$6,500	\$0	\$0	\$0

Required contributions outside of this range are also possible. In particular, whereas it is unlikely that investment returns will average less than 3.0% or greater than 10.8% over a 20-year period, the likelihood of a single investment return less than 3.0% or greater than 10.8% in any given year is much greater. The following analysis illustrates the effect of an extreme, single year investment return.

The portfolio has an expected volatility (or standard deviation) of 12.0% per year. Accordingly, in any given year there is a 16% probability that the annual return will be -5.2% or less and a 2.5% probability that the annual return will be -17.2% or less. These returns represent one and two standard deviations below the expected return of 6.8%.

The following table shows the effect of one and two standard deviation investment losses in FY 2023-24 on the FY 2026-27 contribution requirements. Note that a single-year investment gain or loss decreases or increases the required UAL contribution amount incrementally for each of the next five years, not just one, due to the 5-year ramp in the amortization policy. However, the contribution requirements beyond the first year are also impacted by investment returns beyond the first year. Historically, significant downturns in the market are often followed by higher than average returns. Such investment gains would offset the impact of these single year negative returns in years beyond FY 2026-27.

Assumed Annual Return for Fiscal Year 2023-24	Required Employer Contributions 2025-26	Projected Employer Contributions 2026-27
(17.2%) (2 standard deviation loss)		
Discount Rate	6.80%	6.80%
Normal Cost Rate	10.19%	10.2%
UAL Contribution	\$6,158	\$14,000
(5.2%) (1 standard deviation loss)		
Discount Rate	6.80%	6.80%
Normal Cost Rate	10.19%	10.2%
UAL Contribution	\$6,158	\$11,000

- Without investment gains (returns higher than 6.8%) in FY 2024-25 or later, projected contributions rates would continue to rise over the next four years due to the continued phase-in of the impact of the illustrated investment loss in FY 2023-24.
- The Pension Outlook Tool can be used to model projected contributions for these scenarios beyond FY 2026-27 as well as to model other investment return scenarios.

Discount Rate Sensitivity

The discount rate assumption is calculated as the sum of the assumed real rate of return and the assumed annual price inflation, currently 4.5% and 2.3%, respectively. Changing either the price inflation assumption or the real rate of return assumption will change the discount rate. The sensitivity of the valuation results to the discount rate assumption depends on which component of the discount rate is changed. Shown below are various valuation results as of June 30, 2023, assuming alternate discount rates by changing the two components independently. Results are shown using the current discount rate of 6.8% as well as alternate discount rates of 5.8% and 7.8%. The rates of 5.8% and 7.8% were selected since they illustrate the impact of a 1.0% increase or decrease to the 6.8% assumption.

Sensitivity to the Real Rate of Return Assumption

As of June 30, 2023	1% Lower Real Return Rate	Current Assumptions	1% Higher Real Return Rate
Discount Rate	5.8%	6.8%	7.8%
Price Inflation	2.3%	2.3%	2.3%
Real Rate of Return	3.5%	4.5%	5.5%
a) Total Normal Cost	21.42%	17.13%	13.84%
b) Accrued Liability	\$1,354,200	\$1,170,436	\$1,020,984
c) Market Value of Assets	\$1,072,888	\$1,072,888	\$1,072,888
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$281,312	\$97,548	(\$51,904)
e) Funded Ratio	79.2%	91.7%	105.1%

Sensitivity to the Price Inflation Assumption

As of June 30, 2023	1% Lower Price Inflation	Current Assumptions	1% Higher Price Inflation
Discount Rate	5.8%	6.8%	7.8%
Price Inflation	1.3%	2.3%	3.3%
Real Rate of Return	4.5%	4.5%	4.5%
a) Total Normal Cost	17.99%	17.13%	15.60%
b) Accrued Liability	\$1,222,031	\$1,170,436	\$1,070,329
c) Market Value of Assets	\$1,072,888	\$1,072,888	\$1,072,888
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$149,143	\$97,548	(\$2,559)
e) Funded Ratio	87.8%	91.7%	100.2%

Mortality Rate Sensitivity

The following table looks at the change in the June 30, 2023, plan costs and funded status under two different longevity scenarios, namely assuming rates of post-retirement mortality are 10% lower or 10% higher than our current mortality assumptions adopted in 2021. This type of analysis highlights the impact on the plan of a change in the mortality assumption.

As of June 30, 2023	10% Lower Mortality Rates	Current Assumptions	10% Higher Mortality Rates
a) Total Normal Cost	17.45%	17.13%	16.83%
b) Accrued Liability	\$1,193,601	\$1,170,436	\$1,149,089
c) Market Value of Assets	\$1,072,888	\$1,072,888	\$1,072,888
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$120,713	\$97,548	\$76,201
e) Funded Ratio	89.9%	91.7%	93.4%

Maturity Measures

As pension plans mature they become more sensitive to risks. Understanding plan maturity and how it affects the ability of a pension plan sponsor to tolerate risk is important in understanding how the pension plan is impacted by investment return volatility, other economic variables and changes in longevity or other demographic assumptions.

Since it is the employer that bears the risk, it is appropriate to perform this analysis on a pension plan level considering all rate plans. The following measures are for one rate plan only. One way to look at the maturity level of CalPERS and its plans is to look at the ratio of a plan's retiree liability to its total liability. A pension plan in its infancy will have a very low ratio of retiree liability to total liability. As the plan matures, the ratio increases. A mature plan will often have a ratio above 60%-65%.

Ratio of Retiree Accrued Liability to Total Accrued Liability	June 30, 2022	June 30, 2023
1. Retiree Accrued Liability	\$99,640	\$339,653
2. Total Accrued Liability	\$1,071,155	\$1,170,436
3. Ratio of Retiree AL to Total AL [(1) ÷ (2)]	9%	29%

Another measure of the maturity level of CalPERS and its plans is the ratio of actives to retirees, also called the support ratio. A pension plan in its infancy will have a very high ratio of active to retired members. As the plan matures and members retire, the ratio declines. A mature plan will often have a ratio near or below one.

To calculate the support ratio for the rate plan, retirees and beneficiaries receiving a continuance are each counted as one, even though they may have only worked a portion of their careers as an active member of this rate plan. For this reason, the support ratio, while intuitive, may be less informative than the ratio of retiree liability to total accrued liability above.

For comparison, the support ratio for all CalPERS public agency plans as of June 30, 2022, was 0.77 and was calculated consistently with how it is for the individual rate plan. Note that to calculate the support ratio for all public agency plans, a retiree with service from more than one CalPERS agency is counted as a retiree more than once.

Support Ratio	June 30, 2022	June 30, 2023
1. Number of Actives	5	3
2. Number of Retirees	2	3
3. Support Ratio [(1) ÷ (2)]	2.50	1.00

Maturity Measures (continued)

The actuarial calculations supplied in this communication are based on various assumptions about long-term demographic and economic behavior. Unless these assumptions (e.g., terminations, deaths, disabilities, retirements, salary increases, investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year-to-year differences between actual experience and the assumptions are called actuarial gains and losses and serve to lower or raise required employer contributions from one year to the next. Therefore, employer contributions will inevitably fluctuate, especially due to the u ps and downs of investment returns.

Asset Volatility Ratio

Shown in the table below is the asset volatility ratio (AVR), which is the ratio of market value of assets to payroll. Plans that have a higher AVR experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an AVR of 8 may experience twice the contribution volatility due to investment return volatility than a plan with an AVR of 4. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as a plan matures.

Liability Volatility Ratio

Also shown in the table below is the liability volatility ratio (LVR), which is the ratio of accrued liability to payroll. Plans that have a higher LVR experience more volatile employer contributions (as a percentage of payroll) due to changes in liability. For example, a plan with an LVR of 8 is expected to have twice the contribution volatility of a plan with an LVR of 4 when there is a change in accrued liability, such as when there is a change in actuarial assumptions. It should be noted that this ratio indicates a longer-term potential for contribution volatility, since the AVR, described above, will tend to move closer to the LVR as the funded ratio approaches 100%.

Contribution Volatility	June 30, 2022	June 30, 2023
1. Market Value of Assets	\$1,009,600	\$1,072,888
2. Payroll	\$463,072	\$297,107
3. Asset Volatility Ratio (AVR) [(1) ÷ (2)]	2.2	3.6
4. Accrued Liability	\$1,071,155	\$1,170,436
5. Liability Volatility Ratio (LVR) [(4) ÷ (2)]	2.3	3.9

Maturity Measures History

	Support Ratio	Ratio	Volatility Ratio
0%	N/A	0.9	0.9
0%	N/A	1.3	1.4
15%	2.00	1.8	1.9
12%	2.50	1.8	2.0
11%	2.50	2.4	2.2
9%	2.50	2.2	2.3
29%	1.00	3.6	3.9
	0% 15% 12% 11% 9%	0% N/A 15% 2.00 12% 2.50 11% 2.50 9% 2.50	0%N/A1.315%2.001.812%2.501.811%2.502.49%2.502.2

Funded Status – Termination Basis

The funded status measured on a termination basis is an estimate of the financial position of the plan had the contract with CalPERS been terminated as of June 30, 2023. The accrued liability on a termination basis (termination liability) is calculated differently from the plan's ongoing funding liability. For the termination liability calculation, both compensation and service are frozen as of the valuation date and no future pay increases or service accruals are assumed. This measure of funded status is not appropriate for assessing the need for future employer contributions in the case of an ongoing plan, that is, for an employer that continues to provide CalPERS retirement benefits to active employees. Unlike the actuarial cost method used for ongoing plans, the termination liability is the present value of the benefits earned through the valuation date.

A more conservative investment policy and asset allocation strategy was adopted by the board for the Terminated Agency Pool. The Terminated Agency Pool has limited funding sources since no future employer contributions will be made. Therefore, expected benefit payments are secured by risk-free assets and benefit security for members is increased while limiting the funding risk. However, this asset allocation has a lower expected rate of return than the remainder of the PERF and consequently, a lower discount rate assumption. The lower discount rate for the Terminated Agency Pool results in higher liabilities for terminated plans.

The discount rate used for actual termination valuations is a weighted average of the 10-year and 30-year Treasury yields where the weights are based on matching asset and liability durations as of the termination date. The discount rates used in the following analysis is based on 20-year Treasury bonds, which is a good proxy for most plans. The discount rate upon contract termination will depend on actual Treasury rates on the date of termination, which varies over time, as shown below.

Valuation Date	20-Year <u>Treasury Rate</u>	Valuation Date	20-Year Treasury Rate
06/30/2014	3.08%	06/30/2019	2.31%
06/30/2015	2.83%	06/30/2020	1.18%
06/30/2016	1.86%	06/30/2021	2.00%
06/30/2017	2.61%	06/30/2022	3.38%
06/30/2018	2.91%	06/30/2023	4.06%

As Treasury rates are variable, the table below shows a range for the termination liability using discount rates 1% below and above the 20-year Treasury rate on the valuation date. The price inflation assumption is the 20-year Treasury breakeven inflation rate, that is, the difference between the 20-year inflation indexed bond and the 20-year fixed-rate bond.

The Market Value of Assets (MVA) also varies with interest rates and will fluctuate depending on other market conditions on the date of termination. Since it is not possible to approximate how the MVA will change in different interest rate environments, the results below use the MVA as of the valuation date.

	Discount Rate: 3.06% Price Inflation: 2.50%	Discount Rate: 5.06% Price Inflation: 2.50%
1. Termination Liability ¹	\$1,997,375	\$1,460,764
2. Market Value of Assets (MVA)	1,072,888	1,072,888
3. Unfunded Termination Liability[(1) – (2)]	\$924,487	\$387,876
4. Funded Ratio [(2) ÷ (1)]	53.7%	73.4%

¹ The termination liabilities calculated above include a 5% contingency load. The contingency load and other actuarial assumptions can be found in Appendix A of the Section 2 report.

In order to terminate the plan, first contact our Pension Contract Services unit to initiate a Resolution of Intent to Terminate. The completed Resolution will allow a CaIPERS actuary to provide a preliminary termination valuation with a more up -to-date estimate of the plan's assets and liabilities. Before beginning this process, please consult with a CaIPERS actuary.

Funded Status – Low-Default-Risk Basis

Actuarial Standard of Practice (ASOP) No. 4, *Measuring Pension Obligations and Determining Pension Plan Costs or Contributions*, requires the disclosure of a low-default-risk obligation measure (LDROM) of benefit costs accrued as of the valuation date using a discount rate based on the yields of high quality fixed income securities with cash flows that replica te expected benefit payments. Conceptually, this measure represents the level at which financial markets would value the accrued plan costs, and would be approximately equal to the cost of a portfolio of low-default-risk bonds with similar financial characteristics to accrued plan costs.

As permitted in ASOP No. 4, the Actuarial Office uses the Entry Age Actuarial Cost Method to calculate the LDROM. This methodology is in line with the measure of "benefit entitlements" calculated by the Bureau of Economic Analysis and used by the Federal Reserve to report the indebtedness due to pensions of plan sponsors and, conversely, the household wealth due to pensions of plan members.

As shown below, the discount rate used for the LDROM is 4.82%, which is the Standard FTSE Pension Liability Index¹ discount rate as of June 30, 2023, net of assumed administrative expenses.

Selected Measures on a Low-Default-Risk Basis	June 30, 2023
Discount Rate	4.82%
1. Accrued Liability ² –Low-Default-Risk Basis (LDROM)	
a) Active Members	\$955,758
b) Transferred Members	81,827
c) Separated Members	111,490
d) Members and Beneficiaries Receiving Payments	427,822
e) Total	\$1,576,897
2. Market Value of Assets (MVA)	1,072,888
3. Unfunded Accrued Liability – Low-Default-Risk Basis [(1e) – (2)]	\$504,009
4. Unfunded Accrued Liability – Funding Policy Basis	97,548
5. Present Value of Unearned Investment Risk Premium $[(3) - (4)]$	\$406,461

The difference between the unfunded liabilities on a low-default-risk basis and on the funding policy basis represents the present value of the investment risk premium that must be earned in future years to keep future contributions for currently accrued p lan costs at the levels anticipated by the funding policy.

Benefit security for members of the plan relies on a combination of the assets in the plan, the investment income generated from those assets, and the ability of the plan sponsor to make necessary future contributions. If future returns fall short of 6.8%, benefit security could be at risk without higher than currently anticipated future contributions.

The funded status on a low-default-risk basis is not appropriate for assessing the sufficiency of plan assets to cover the cost of settling the plan's benefit obligations (see Funded Status – Termination Basis), nor is it appropriate for assessing the need for future contributions (see Funded Status – Funding Policy Basis).

- ¹ This index is based on a yield curve of hypothetical AA-rated zero coupon corporate bonds whose maturities range from 6 months to 30 years. The index represents the single discount rate that w ould produce the same present value as discounting a standardized set of liability cash flow sfor a fully open pension plan using the yield curve. The liability cash flows are reasonably consistent with the pattern of benefits expected to be paid from the entire Public Employees' Retirement Fund for current and former plan members. A different index, hence a different discount rate, may be needed to measure the LDROM for a subset of the fund, such as a single rate plan or a group of retirees.
- ² If plan assets were invested entirely in the AA fixed income securities used to determine the discount rate of 4.82%, the CalPERS discount rate could, at various times, be below 4.5% or 5.25%, and some automatic annual retiree COLAs could be suspended (Gov. Code sections 21329 and 21335). Since there is currently no proposal to adopt an asset allocation entirely comprised of fixed income securities, the automatic COLAs have been fully valued in the measures above based on the assumptions used for plan funding. Removing future COLAs from the measurement w ould understate the statutory obligation.

Summary of Valuation Data

The table below shows a summary of the plan's member data upon which this valuation is based:

	June 30, 2022	June 30, 2023
Active Members		
Counts	5	3
Average Attained Age	51.4	54.5
Average Entry Age to Rate Plan	43.4	43.8
Average Years of Credited Service	8.0	10.7
Average Annual Covered Pay	\$92,614	\$99,036
Annual Covered Payroll	\$463,072	\$297,107
Present Value of Future Payroll	\$3,736,428	\$2,175,789
Transferred Members	1	2
Separated Members	6	6
Retired Members and Beneficiaries*		
Counts	2	3
Average Annual Benefits	\$3,518	\$7,642
Total Annual Benefits	\$7,036	\$22,926

Counts of members included in the valuation are counts of the records processed by the valuation. Multiple records may exist for those who have service in more than one valuation group. This does not result in double counting of liabilities.

* Values include community property settlements.

List of Class 1 Benefit Provisions

This plan has the following Class 1 Benefit Provisions:

• None

Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which the agency has contracted. A description of principal standard and optional plan provisions is in

Section 2.		
	Benefit Group	
Member Category	Misc	
Demographics Actives Transfers/Separated Receiving	Yes Yes Yes	
Benefit Provision		
Benefit Formula Social Security Coverage Full/Modified	2% @ 60 Yes Modified	
Employee Contribution Rate	7.00%	
Final Average Compensation Period	Three Year	
Sick Leave Credit	Yes	
Non-Industrial Disability	Standard	
Industrial Disability	No	
Pre-Retirement Death Benefits Optional Settlement 2 1959 Survivor Benefit Level Special Alternate (firefighters)	Z Z O S Z Z O S Z Z O S Z O S	
Post-Retirement Death Benefits Lump Sum Survivor Allowance (PRSA)	\$2,000 No	
COLA	2%	

Section 2

California Public Employees' Retirement System

Risk Pool Actuarial Valuation Information

Section 2 may be found on the CalPERS website (<u>www.calpers.ca.gov</u>) in the Forms & Publications section



California Public Employees' Retirement System Actuarial Office 400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744 888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

July 2024

PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District (CalPERS ID: 3596803517) Annual Valuation Report as of June 30, 2023

Dear Employer,

Attached to this letter is Section 1 of the June 30, 2023 actuarial valuation report for the rate plan noted above. **Provided** in this report is the determination of the minimum required employer contributions for fiscal year (FY) 2025-26. In addition, the report contains important information regarding the current financial status of the plan as well as projections and risk measures to aid in planning for the future.

Because this plan is in a risk pool, the following valuation report has been separated into two sections:

- Section 1 contains specific information for the plan including the development of the current and projected employer contributions, and
- Section 2 contains the Risk Pool Actuarial Valuation appropriate to the plan as of June 30, 2023.

<u>Section 2</u> can be found on the CalPERS website (www.calpers.ca.gov). From the home page, go to *"Forms & Publications"* and select *"View All"*. In the search box, enter *"Risk Pool"* and from the results list download the Miscellaneous Risk Pool Actuarial Valuation Report for June 30, 2023.

Required Contributions

The table below shows the minimum required employer contributions and the PEPRA member contribution rate for FY 2025-26 along with an estimate of the employer contribution requirements for FY 2026-27. Employee contributions other than cost sharing (whether paid by the employer or the employee) are in addition to the results shown below. The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.

Fiscal Year	Employer Normal Cost Rate	Employer Amortization of Unfunded Accrued Liability	PEPRA Member Contribution Rate
2025-26	7.96%	\$5,305	7.75%
Projected Results			
2026-27	8.0%	\$6,600	TBD

The actual investment return for FY 2023-24 was not known at the time this report was prepared. The projections above assume the investment return for that year would be 6.8%. To the extent the actual investment return for FY 2023-24 differs from 6.8%, the actual contribution requirements for FY 2026-27 will differ from those shown above. For additional details regarding the assumptions and methods used for these projections, please refer to Projected Employer Contributions. This section also contains projected required contributions through FY 2030-31.

CalPERS Actuarial Valuation - June 30, 2023 PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District CalPERS ID: 3596803517 Page 2

Report Enhancements

A number of enhancements were made to the report this year to ease navigation and allow the reader to find specific information more quickly. The tables of contents are now "clickable." This is true for the main table of contents that fo llows the title page and the intermediate tables of contents at the beginning of sections. The Adobe navigation pane on the left can also be used to skip to specific exhibits.

There are a number of links throughout the document in blue text. Links that are internal to the document are not underlined, while underlined links will take you to the CaIPERS website. Examples are shown below.

Internal Bookmarks	CalPERS Website Links
Required Employer Contributions	Required Employer Contribution Search Tool
Member Contribution Rates	Public Agency PEPRA Member Contribution Rates
Summary of Key Valuation Results	Pension Outlook Overview
Funded Status – Funding Policy Basis	Interactive Summary of Public Agency Valuation Results
Projected Employer Contributions	Public Agency Actuarial Valuation Reports

Further descriptions of general changes are included in the Highlights and Executive Summary section and in Appendix A - Actuarial Methods and Assumptions in Section 2.

Questions

A CalPERS actuary is available to answer questions about this report. Other questions may be directed to the Customer Contact Center at **888 CalPERS** (or **888**-225-7377).

Sincerely,

David Clement, ASA, MAAA, EA Senior Actuary, CalPERS

Randall Dziubek, ASA, MAAA Deputy Chief Actuary, Valuation Services, CalPERS

Scott Terando, ASA, EA, MAAA, FCA, CFA Chief Actuary, CalPERS

California Public Employees' Retirement System

Actuarial Valuation for the PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District as of June 30, 2023

(CalPERS ID: 3596803517) (Rate Plan ID: 27385)

Required Contributions for Fiscal Year

July 1, 2025 — June 30, 2026



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Section 1

California Public Employees' Retirement System

Plan Specific Information for the PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District

(CaIPERS ID: 3596803517) (Rate Plan ID: 27385)

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Actuarial Certification

It is our opinion that the valuation has been performed in accordance with generally accepted actuarial principles as well as the applicable Standards of Practice promulgated by the Actuarial Standards Board. While this report, consisting of Section 1 and Section 2, is intended to be complete, our office is available to answer questions as needed. All of the undersigned are actuaries who satisfy the *Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States* of the American Academy of Actuaries with regard to pensions.

Actuarial Methods and Assumptions

It is our opinion that the assumptions and methods, as recommended by the Chief Actuary and adopted by the CaIPERS Board of Administration, are internally consistent and reasonable for this plan.

Randall Dziubek, ASA, MAAA Deputy Chief Actuary, Valuation Services, CalPERS

Scott Terando, ASA, EA, MAAA, FCA, CFA Chief Actuary, CalPERS

Actuarial Data and Rate Plan Results

To the best of my knowledge and having relied upon the attestation above that the actuarial methods and assumptions are reasonable as well as the information in Section 2 of this report, this report is complete and accurate and contains sufficient information to disclose, fully and fairly, the funded condition of the PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District and satisfies the actuarial valuation requirements of Government Code section 7504. This valuation and related validation work was performed by the CaIPERS Actuarial Office. The valuation was based on the member and financial data as of June 30, 2023, provided by the various CaIPERS databases and the benefits under this plan with CaIPERS as of the date this report was produced. Section 1 of this report is based on the member and financial data for Pleasant Valley Recreation and Park District, while Section 2 is based on the corresponding information for all agencies participating in the Miscellaneous Risk Pool to which the plan belongs.

David Clement, ASA, MAAA, EA Senior Actuary, CalPERS

Highlights and Executive Summary

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Introduction

This report presents the results of the June 30, 2023, actuarial valuation of the PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District of the California Public Employees' Retirement System (CalPERS). This actuarial valuation sets the minimum required contributions for fiscal year (FY) 2025-26.

Purpose of Section 1

This Section 1 report for the PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District of CalPERS was prepared by the Actuarial Office using data as of June 30, 2023. The purpose of the valuation is to:

- Set forth the assets and accrued liabilities of this rate plan as of June 30, 2023;
- Determine the minimum required employer contributions for this rate plan for FY July 1, 2025, through June 30, 2026;
- Determine the required member contribution rate for FY July 1, 2025, through June 30, 2026, for employees subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA); and
- Provide actuarial information as of June 30, 2023, to the CalPERS Board of Administration (board) and other interested parties.

The pension funding information presented in this report should not be used in financial reports subject to Governmental Accounting Standards Board (GASB) Statement No. 68 for a Cost Sharing Employer Defined Benefit Pension Plan. A separate accounting valuation report for such purposes is available on the CalPERS website (www.calpers.ca.gov).

The measurements shown in this actuarial valuation may not be applicable for other purposes. The agency should contact a CalPERS actuary before disseminating any portion of this report for any reason that is not explicitly described above.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; changes in actuarial policies; changes in plan provisions or applicable law; and differences between the required contributions determined by the valuation and the actual contributions made by the agency.

Assessment and Disclosure of Risk

This report includes the following risk disclosures consistent with the guidance of Actuarial Standards of Practice No. 51 and recommended by the California Actuarial Advisory Panel (CAAP) in the Model Disclosure Elements document:

- A "Scenario Test," projecting future results under different investment income returns.
- A "Sensitivity Analysis," showing the impact on current valuation results using alternative discount rates of 5.8% and 7.8%.
- A "Sensitivity Analysis," showing the impact on current valuation results assuming rates of mortality are 10% lower or 10% higher than our current post-retirement mortality assumptions adopted in 2021.
- Plan maturity measures indicating how sensitive a plan may be to the risks noted above.

Summary of Key Valuation Results

Below is a brief summary of key valuation results along with page references where more detailed information can be found .

Required Employer Contributions — page 8

	Fiscal Year 2024-25	Fiscal Year 2025-26
Employer Normal Cost Rate	7.87%	7.96%
Unfunded Accrued Liability(UAL) Contribution Amount	\$2,338	\$5,305
Paid either as		
Option 1) 12 Monthly Payments of	\$194.83	\$442.08
Option 2) Annual Prepayment in July	\$2,262	\$5,133

Member Contribution Rates — page 9

	Fiscal Year 2024-25	Fiscal Year 2025-26
Member Contribution Rate	7.75%	7.75%

Projected Employer Contributions - page 14

Fiscal Year	Normal Cost (% of payroll)	Annual UAL Payment
2026-27	8.0%	\$6,600
2027-28	8.0%	\$7,900
2028-29	8.0%	\$9,200
2029-30	8.0%	\$9,300
2030-31	8.0%	\$9,300

Funded Status — Funding Policy Basis — page 12

	June 30, 2022	June 30, 2023
Entry Age Accrued Liability (AL)	\$840,429	\$1,063,747
Market Value of Assets (MVA)	796,327	979,284
Unfunded Accrued Liability(UAL) [AL – MVA]	\$44,102	\$84,463
Funded Ratio [MVA ÷ AL]	94.8%	92.1%

Summary of Valuation Data — Page 26

	June 30, 2022	June 30, 2023
Active Member Count	22	25
Annual Covered Payroll	\$1,189,704	\$1,485,797
Transferred Member Count	6	7
Separated Member Count	12	14
Retired Members and Beneficiaries Count	0	0

Changes Since the Prior Year's Valuation

Benefits

The standard actuarial practice at CaIPERS is to recognize mandated legislative benefit changes in the first annual valuation following the effective date of the legislation. For pooled rate plans, voluntary benefit changes by plan amendment are generally included in the first valuation with a valuation date on or after the effective date of the amendment.

Please refer to the Plan's Major Benefit Options in this report and Appendix B of the Section 2 Report for a summary of the plan provisions used in this valuation.

Actuarial Methods and Assumptions

There are no significant changes to the actuarial methods or assumptions for the June 30, 2023, actuarial valuation.

New Disclosure Items

In December 2021, the Actuarial Standards Board issued a revision of Actuarial Standard of Practice No. 4 (ASOP 4) requiring actuaries to disclose a low-default-risk obligation measure (LDROM) of the benefits earned. This information is shown in a new exhibit, Funded Status – Low-Default-Risk Basis.

Subsequent Events

This actuarial valuation report reflects fund investment return through June 30, 2023, as well as statutory changes, regulatory changes and board actions through January 2024.

During the time period between the valuation date and the publication of this report, inflation has been higher than the expected inflation of 2.3% per annum. Since inflation influences cost-of-living increases for retirees and beneficiaries and active member pay increases, higher inflation is likely to put at least some upward pressure on contribution requirements and downward pressure on the funded status in the June 30, 2024, valuation. The actual impact of higher inflation on future valuation results will depend on, among other factors, how long higher inflation persists.

The 2023 annual benefit limit under Internal Revenue Code (IRC) section 415(b) and annual compensation limits under IRC section 401(a)(17) and Government Code section 7522.10 were used for this valuation and are assumed to increase 2.3% per year based on the price inflation assumption. The actual 2024 limits, determined in October 2023, are not reflected.

On April 16, 2024, the board took action to modify the Funding Risk Mitigation Policy to remove the automatic change to the discount rate when the investment return exceeds various thresholds. R ather than an automatic change to the discount rate, a board discussion would be placed on the calendar. The 95th percentile return in the Future Investment Return Scenarios exhibit in this report has not been modified and still reflects the projected contribution requirements associated with a reduction in the discount rate.

To the best of our knowledge, there have been no other subsequent events that could materially affect current or future certifications rendered in this report.

Liabilities and Contributions

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Determination of Required Contributions

Contributions to fund the plan are determined by an actuarial valuation performed each year. The valuation employs complex calculations based on a set of actuarial assumptions and methods. See Appendix A in Section 2 for information on the assumptions and methods used in this valuation. The valuation incorporates all plan experience through the valuation date and sets required contributions for the fiscal year that begins two years after the valuation date.

Contribution Components

Two components comprise required contributions:

- Normal Cost expressed as a percentage of pensionable payroll
- Unfunded Accrued Liability (UAL) Contribution expressed as a dollar amount

Normal Cost represents the value of benefits allocated to the upcoming year for active employees. If all plan experience exactly matched the actuarial assumptions, normal cost would be sufficient to fully fund all benefits. The employer and employees each pay a share of the normal cost with contributions payable as part of the regular payroll reporting process. The contribution rate for Classic members is set by statute based on benefit formula whereas for PEPRA members it is based on 50% of the total normal cost.

When plan experience differs from the actuarial assumptions, unfunded accrued liability (UAL) emerges. The new UAL may be positive or negative. If the total UAL is positive (i.e., accrued liability exceeds assets), the employer is required to make contributions to pay off the UAL over time. This is called the Unfunded Accrued Liability Contribution component. There is an option to prepay this amount during July of each fiscal year, otherwise it is paid monthly.

In measuring the UAL each year, plan experience is split by source. Common sources of UAL include investment experience different than expected, assumption changes and benefit changes. Each source of UAL (positive or negative) forms a base that is amortized, or paid off, over a specified period of time in accordance with the CalPERS <u>Actuarial Amortization Policy</u>. The Unfunded Accrued Liability Contribution is the sum of the payments on all bases. See the <u>Schedule of Amortization Bases</u> section of this report for an inventory of existing bases and Appendix A in Section 2 for more information on the amortization policy.

Required Employer Contributions

The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.

	Fiscal Year	
Required Employer Contributions	2025-26	
Employer Normal Cost Rate	7.96%	
Plus		
Unfunded Accrued Liability (UAL) Contribution Amount ¹	\$5,305	
Paid either as		
1) Monthly Payment	\$442.08	
Or		
2) Annual Prepayment Option*	\$5,133	
The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate		

(expressed as a percentage of payroll and paid as payroll is reported) and the Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).

* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).

For Member Contribution Rates see the following page.

	Fiscal Year	Fiscal Year
Development of Normal Cost as a Percentage of Payroll	2024-25	2025-26
Base Total Normal Cost for Formula	15.62%	15.71%
Surcharge for Class 1 Benefits ²		
None	0.00%	0.00%
Plan's Total Normal Cost	15.62%	15.71%
Offset Due to Employee Contributions ³	7.75%	7.75%
Employer Normal Cost	7.87%	7.96%

¹ The required payment on amortization bases does not take into account any additional discretionary payment made after April 30, 2024.

² Section 2 of this report contains a list of Class 1 benefits and corresponding surcharges.

³ This is the expected employee contributions, taking into account individual benefit formula and any offset from the use of a modified formula, divided by projected annual payroll. For member contribution rates above the breakpoint for each benefit formula, see Member Contribution Rates.

Member Contribution Rates

The required member contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.

The California Public Employees' Pension Reform Act of 2013 (PEPRA) established new benefit formulas, final compensation period, and contribution requirements for "new" employees (generally those first hired into a CalPERS -covered position on or after January 1, 2013). In accordance with Government Code Section 7522.30(b), "new members ... shall have an initial contribution rate of at least 50% of the normal cost rate." The normal cost rate for the plan is dependent on the benefit levels, actuarial assumptions and demographics of the risk pool, particularly members' entry age. Should the total normal cost rate of the plan change by more than 1% from the base total normal cost rate established for the plan, the new member rate shall be 50% of the new normal cost rate rounded to the nearest quarter percent.

The table below shows the determination of the PEPRA member contribution rates effective July 1, 2025, based on 50% of the total normal cost rate as of the June 30, 2023, valuation.

		Basis for Current Rate		<u>I</u>	Rates Effecti	<u>ve July 1, 20</u>	<u>)25</u>
Rate Plan Identifier	Benefit Group Name	Total Normal Cost	Member Rate	Total Normal Cost	Change	Change Needed	Member Rate
27385	Miscellaneous PEPRALevel	15.43%	7.75%	15.71%	0.28%	No	7.75%

Other Pooled Miscellaneous Risk Pool Rate Plans

All of the results presented in this Section 1 report, except those shown on this page, correspond to rate plan 27385. In many cases, employers have additional rate plans within the same risk pool. For cost analysis and budgeting it is useful to consider contributions for these rate plans as a whole rather than individually. The estimated contribution amounts and rates for all of the employer's rate plans in the Miscellaneous Risk Pool are shown below and assume that the total employer payroll within the Miscellaneous Risk Pool will grow according to the overall payroll growth assumption of 2.80% per year for three years. Classic members who are projected to terminate employment are assumed to be replaced by PEPRA members.

	Fiscal Year	Fiscal Year
Estimated Employer Contributions for all Pooled Miscellaneous Rate Plans	2024-25	2025-26
Projected Payroll for the Contribution Year	\$2,728,390	\$2,882,396
Estimated Employer Normal Cost	\$268,345	\$281,498
Required Payment on Amortization Bases	\$601,712	\$657,229
Estimated Total Employer Contributions	\$870,057	\$938,727
Estimated Total Employer Contribution Rate (illustrative only)	31.89%	32.57%

Breakdown of Entry Age Accrued Liability

Active Members	\$826,783
Transferred Members	149,904
Separated Members	87,060
Members and Beneficiaries Receiving Payments Total	\$1,063,747

Allocation of Plan's Share of Pool's Experience

It is the policy of CalPERS to ensure equity within the risk pools by allocating the pool's experience gains/losses and assumption changes in a manner that treats each employer equitably and maintains benefit security for the members of the System while minimizing substantial variations in employer contributions. The pool's experience gains/losses and impact of assumption/method changes is allocated to the plan as follows:

1.	Plan's Accrued Liability	\$1,063,747
2.	Projected UAL Balance at 6/30/2023	61,706
3.	Other UAL Adjustments (Golden Handshake, Prior Service Purchase, etc.)	0
4.	Adjusted UAL Balance at 6/30/2023 for Asset Share	61,706
5.	Pool's Accrued Liability ¹	23,349,910,053
6.	Sum of Pool's Individual Plan UAL Balances at 6/30/2023 ¹	5,227,602,209
7.	Pool's 2022-23 Investment (Gain)/Loss ¹	114,855,623
8.	Pool's 2022-23 Non-Investment (Gain)/Loss ¹	360,116,330
9.	Plan's Share of Pool's Investment (Gain)/Loss: [(1) - (4)] ÷ [(5) - (6)] × (7)	6,351
10.	Plan's Share of Pool's Non-Investment (Gain)/Loss: (1) \div (5) × (8)	16,406
11.	Plan's New (Gain)/Loss as of 6/30/2023: (9) + (10)	22,757
12.	Increase in Pool's Accrued Liability due to Change in Assumptions ¹	0
13.	Plan's Share of Pool's Change in Assumptions: $(1) \div (5) \times (12)$	0
14.	Increase in Pool's Accrued Liability due to Funding Risk Mitigation ¹	0
15.	Plan's Share of Pool's Change due to Funding Risk Mitigation: (1) \div (5) \times (14)	0
16.	Offset due to Funding Risk Mitigation	0
17.	Plan's Investment (Gain)/Loss: (9) – (16)	6,351

¹ Does not include plans that transferred to the pool on the valuation date.

Development of the Plan's Share of Pool's Assets

18.	Plan's UAL: (2) + (3) + (11) + (13) + (15)	\$84,463
19.	Plan's Share of Pool's Market Value of Assets (MVA): (1) - (18)	\$979,284

For a reconciliation of the pool's Market Value of Assets (MVA), information on the fund's asset allocation and a history of CalPERS investment returns, see <u>Section 2</u>, which can be found on the CalPERS website (www.calpers.ca.gov).

Funded Status – Funding Policy Basis

The table below provides information on the current funded status of the plan under the funding policy. The funded status for this purpose is based on the market value of assets relative to the funding target produced by the entry age actuarial cost method and actuarial assumptions adopted by the board. The actuarial cost method allocates the total expected cost of a member's projected benefit (Present Value of Benefits) to individual years of service (the Normal Cost). The value of the projected benefit that is not allocated to future service is referred to as the Accrued Liability and is the plan's funding target on the valuation date. The Unfunded Accrued Liability (UAL) equals the funding target minus the assets. The UAL is an absolute measure of funded status and can be viewed as employer debt. The funded ratio equals the assets divided by the funding target. The funded ratio is a relative measure of the funded status and allows for comparisons between plans of different sizes.

	June 30, 2022	June 30, 2023
1. Present Value of Benefits	\$2,930,796	\$3,646,065
2. Entry Age Accrued Liability	840,429	1,063,747
3. Market Value of Assets (MVA)	796,327	979,284
4. Unfunded Accrued Liability (UAL) [(2) – (3)]	\$44,102	\$84,463
5. Funded Ratio [(3) ÷ (2)]	94.8%	92.1%

A funded ratio of 100% (UAL of \$0) implies that the funding of the plan is on target and that future contributions equal to the normal cost of the active plan members will be sufficient to fully fund all retirement benefits if future experience matches the actuarial assumptions. A funded ratio of less than 100% (positive UAL) implies that in addition to normal costs, payments toward the UAL will be required. Plans with a funded ratio greater than 100% have a negative UAL (or surplus) but are required under current law to contributing the normal cost in most cases, preserving the surplus for future contingencies.

Calculations for the funding target reflect the expected long-term investment return of 6.8%. If it were known on the valuation date that future investment returns will average something greater/less than the expected return, calculated normal costs and accrued liabilities provided in this report would be less/greater than the results shown. Therefore, for example, if actual a verage future returns are less than the expected return, calculated normal costs and UAL contributions will not be sufficient to fully fund all retirement benefits. Under this scenario, required future normal cost contributions will need to increase from those provided in this report, and the plan will develop unfunded liabilities that will also add to required future contributions. For illustrative purposes, funded statuses based on a 1% lower and higher average future investment return (discount rate) are as follows:

	1% Lower Average Return	Current Assumption	1% Higher Average Return
Discount Rate	5.8%	6.8%	7.8%
1. Entry Age Accrued Liability	\$1,368,160	\$1,063,747	\$836,371
2. Market Value of Assets (MVA)	979,284	979,284	979,284
3. Unfunded Accrued Liability (UAL) $[(1) - (2)]$ 4. Funded Ratio $[(2) \div (1)]$	\$388,876 71.6%	\$84,463 92.1%	(\$142,913) 117.1%

The Risk Analysis section of the report provides additional information regarding the sensitivity of valuation results to the expected investment return and other factors. Also provided in that section are measures of funded status that are appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities.

Additional Employer Contributions

The minimum required employer contribution towards the Unfunded Accrued Liability (UAL) for this rate plan for FY 2025-26 is \$5,305. CalPERS allows agencies to make additional discretionary payments (ADPs) at any time. These optional payments serve to reduce the UAL and future required contributions and can result in significant long-term savings. Agencies can also use ADPs to stabilize annual contributions as a fixed dollar amount, percent of payroll or percent of revenue.

Provided below are select ADP options for consideration. Making such an ADP during FY 2025-26 does not require an ADP be made in any future year, nor does it change the remaining amortization period of any portion of unfunded liability. For information on permanent changes to amortization periods, see Amortization Schedule and Alternatives. Agencies considering making an ADP should contact CalPERS for additional information.

Funding Approach	Estimated Normal Cost	Minimum UAL Contribution	ADP ¹	Total UAL Contribution	Estimated Total Contribution
Minimum required only	\$141,358	\$5,305	0	\$5,305	\$146,663
20 year funding horizon	\$141,358	\$5,305	\$3,141	\$8,446	\$149,804
15 year funding horizon	\$141,358	\$5,305	\$4,548	\$9,853	\$151,211
10 year funding horizon	\$141,358	\$5,305	\$7,516	\$12,821	\$154,179
5 year funding horizon	\$141,358	\$5,305	\$16,743	\$22,048	\$163,406

Fiscal Year 2025-26 Employer Contributions — Illustrative Scenarios

The minimum required contribution above is less than interest on the UAL. With no ADP the UAL is projected to increase over the following year. If the minimum UAL payment were split between interest and principal, the principal portion would be negative. This situation is referred to as **negative amortization**. If only the minimum required contribution is made, contributions are not expected to exceed interest on the UAL until FY **2026-27**, as shown in the Amortization Schedule and Alternatives section of the report (see columns labeled Current Amortization Schedule).

Fiscal Year 2025-26 Employer Contribution Necessary to Avoid Negative Amortization

	Estimated Normal Cost	Minimum UAL Contribution	ADP ¹	Total UAL Contribution	Estimated Total Contribution	
-	\$141,358	\$5,305	\$875	\$6,180	\$147,538	

¹ The ADP amounts are assumed to be made in the middle of the fiscal year. A payment made earlier or later in the fiscal year would have to be less or more than the amount show n to have the same effect on the UAL amortization.

The calculations above are based on the projected UAL as of June 30, 2025, as determined in the June 30, 2023, actuarial valuation. New unfunded liabilities can emerge in future years due to assumption or method changes, changes in plan provisions, and actuarial experience different than assumed. Making an ADP illustrated above for the indicated number of years will not result in a plan that is exactly 100% funded in the indicated number of years. Valuation results will vary from one year to the next and can diverge significantly from projections over a period of several years.

Additional Discretionary Payment History

The following table provides a recent history of actual ADPs made to the plan.

	Fiscal Year	ADP	Fiscal Year	ADP
	2019-20	\$5,619	2022-23	\$0
:	2020-21	\$23,575	2023-24 ²	\$0
:	2021-22	\$22,238		

² Excludes payments made after April 30, 2024

Projected Employer Contributions

The table below shows the required and projected employer contributions (before cost sharing) for the next six fiscal years. The projection assumes that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period. In particular, the investment return beginning with FY 2023-24 is assumed to be 6.80% per year, net of investment and administrative expenses. Future contribution requirements may differ significantly from those shown below. The actual long-term cost of the plan will depend on the actual benefits and expenses paid and the actual investment experience of the fund.

	Required Contribution	(Assume	Projected Fut s 6.80% Return		Contributions ear 2023-24 an		
Fiscal Year	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	
		Rate Plan 27385 Results					
Normal Cost%	7.96%	8.0%	8.0%	8.0%	8.0%	8.0%	
UAL Payment	\$5,305	\$6,600	\$7,900	\$9,200	\$9,300	\$9,300	

For ongoing plans, investment gains and losses are amortized using a 5-year ramp up. For more information, please see Amortization of Unfunded Actuarial Accrued Liability in Appendix A of the Section 2 Report. This method phases in the impact of the change in UAL over a 5-year period in order to reduce employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in anyone year are less likely. However, required contributions can change gradually and significantly over the next five years. In years when there is a large investment loss, the relatively small amortization payments during the ramp up period could result in contributions that are less than interest on the UAL (i.e. negative amortization) while the contribution impact of the increase in the UAL is phased in.

The required contribution for FY 2025-26 is less than interest on the UAL, a situation referred to as negative amortization, as explained in the Additional Employer Contributions section earlier in this report. If only the minimum required contribution is made, contributions are not expected to exceed interest on the UAL until FY 2026-27, as shown in the Amortization Schedule and Alternatives section of the report (see columns labelled "Current Amortization Schedule").

For projected contributions under alternate investment return scenarios, please see the <u>Future Investment Return Scenarios</u> exhibit. Our online pension plan projection tool, <u>Pension Outlook</u>, is available in the Employers section of the CalPERS website. Pension Outlook can help plan and budget pension costs under various scenarios.

CaIPERS Actuarial Valuation - June 30, 2023 PEPRA Miscellaneous Plan of the Pleasant Valley Recreation and Park District CaIPERS ID: 3596803517	on - June 30, n of the Pleas	2023 sant Valley	Recreatio	n and Par	k District						
Schedule of Amortization	mortiza		Bases	40							
Below is the schedule of the plan's amortization bases. Note that there is a two-year lag between the valuation date and the start of the contribution year.	e plan's amo	rtization ba	ases. Note	that there	is a two-y	ear lag betweei	the valuation d	late and the sta	rt of the contribu	ution year.	
 The assets, liabilities and funded status of the plan are measured as of the valuation date: June 30, 2023. The required employer contributions determined by the valuation are for the fiscal year beginning two years after the valuation date: FY 2025-26. 	and funded st r contribution	atus of the s determir	plan are r ed bythe	neasured ⁄aluation a	as of the v tre for the f	aluation date: J ïscal year begi	une 30, 2023. nning two years	after the valuati	on date: FY 20	25-26.	:
This two-year lag is necessarydue to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the fiscal year.	sarydue to th ntribution wel	e amount I in advang	of time nee se of the st	eded to ex art of the f	d to extract and te of the fiscal year.	estthe member	ship and financ	ial data, and the	need to provide	e public agencie	es with
The Unfunded Accrued Liability(UAL) is used to determine the employer contribution and therefore must be rolled forward two years from the valuation date to the first day of the fiscal year for which the contribution is being determined. The UAL is rolled forward each year by subtracting the expected payment on the UAL for the fiscal year and adjusting for interest. The expected payment on the UAL for FY 2023-24 is based on the actuarial valuation two years ago, adjusted for additional discretionary payments made on or before April 30, 2024, if necessary, and the expected payment on the expected payment on the UAL for FY 2023-24 is based on the actuarial valuation two years ago, adjusted for additional discretionary payments made on or before April 30, 2024, if necessary, and the expected payment for FY 2024-25 is based on the actuarial valuation one year ago.	bility(UAL) is ich the contr est. The expe re April 30, 2	used to d ibution is t icted paym 024, if neo	etermine t being dete nent on the essary, ar	he employ mined. Th UAL for F id the expe	/er contribu le UAL is ro =Y 2023-2 ected paym	ution and theref olled forward ea 4 is based on th nent for FY 202	ore mustbe rolle tch year by sub te actuarial valu 4-25 is based o	ed forward two) tracting the expe ation two years n the actuarial v	ears from the v scted paymen t ago, adjusted fr aluation one ye	aluation date to on the UAL for th or additional dis ar ago.	the first he fiscal cretionary
	0450	Ramp		Escala- tion	1.0.00		Expected	Balanco	Expected	Balanco	Minim um Required Baymont
Reason for Base	Est.	2025-26	Shape		Period		2023-24			6/30/25	2025-26
Non-Investment (Gain)/Loss 6/30/22 Dartial Frach Start 6/30/22	6/30/22 6/30/22	2 No Ramp 2 40% The Only	Ramp Lin Only	0.00%	19	19 12,614 19 49 092	0 0	13,472		13,137 54 831	1,212 2.254
Investment (Gain)/Loss	6/30/23	20%		20	20	6,35	0	6,783	10	7,244	156
Non-Investment (Gain)/Loss	6/30/23	No	No Ramp	0	20	16,406	0	17,522	0	18,713	1,683
Total						84,463	0	90,207	2,338	93,925	5,305
The (gain)/loss bases are the plan's allocated share of the risk pool's (gain)/loss for the fiscal year as disclosed in Allocation of Plan's Share of Pool's Experience earlier in this report. These (gain)/loss bases will be amortized in accordance with the CaIPERS amortization policy in effect at the time the base was established.	the plan's allc /loss bases w	ill be amo	re of the ris rtized in ac	sk pool's (cordance	gain)/loss1 with the Cá	for the fiscal yea aIPERS amortiz	ır as disclosed i ation policy in e	n Allocation of F ffect at the time	olan's Share of the base was e	Pool's Experien established.	ice earlier

Amortization Schedule and Alternatives

The amortization schedule on the previous page(s) shows the minimum contributions required according to the CaIPERS amortization policy. Many agencies have expressed a desire for a more stable pattern of payments or have indicated interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded lia bility payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative "fresh start" amortization schedules using two sample periods that would both result in interest savings relative to the current amortization schedule. To initiate a fresh start, please contact a CalPERS actuary.

The current amortization schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existin g unfunded liability bases with a single "fresh start" base and amortizing it over an appropriate period.

The current amortization schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CaIPERS <u>Actuarial Amortization Policy</u>.

Amortization Schedule and Alternatives (continued)

				Alternative	native Schedules			
	Current Am Scheo		20 Year Am	ortization	15 Year Am	ortization		
Date	Balance	Payment	Balance	Payment	Balance	Payment		
6/30/2025	93,925	5,305	93,925	8,446	93,925	9,853		
6/30/2026	94,829	6,587	91,583	8,446	90,129	9,853		
6/30/2027	94,470	7,869	89,082	8,446	86,075	9,853		
6/30/2028	92,762	9,152	86,411	8,446	81,746	9,853		
6/30/2029	89,611	9,308	83,559	8,446	77,122	9,853		
6/30/2030	86,086	9,309	80,513	8,446	72,184	9,853		
6/30/2031	82,319	9,307	77,259	8,446	66,910	9,853		
6/30/2032	78,298	9,307	73,784	8,446	61,277	9,853		
6/30/2033	74,003	9,308	70,073	8,446	55,261	9,853		
6/30/2034	69,416	9,306	66,110	8,446	48,836	9,853		
6/30/2035	64,519	9,306	61,877	8,446	41,974	9,853		
6/30/2036	59,289	9,308	57,356	8,446	34,646	9,853		
6/30/2037	53,701	9,307	52,528	8,446	26,819	9,853		
6/30/2038	47,734	9,306	47,371	8,446	18,460	9,852		
6/30/2039	41,363	9,307	41,864	8,446	9,534	9,853		
6/30/2040	34,557	9,307	35,982	8,446				
6/30/2041	27,288	9,306	29,700	8,446				
6/30/2042	19,527	9,308	22,991	8,446				
6/30/2043	11,236	9,307	15,826	8,447				
6/30/2044	2,381	2,460	8,173	8,446				
6/30/2045								
6/30/2046								
6/30/2047								
6/30/2048								
6/30/2049								
Total		170,980		168,921		147,794		
Interest Paid		77,055		74,996		53,869		

Alternative Schedules

2,059

Estimated Savings

23,186

Employer Contribution History

The table below provides a recent history of the employer contribution requirements for the plan, as determined by the annual actuarial valuation. Changes due to prepayments or plan amendments after the valuation report was finalized are not reflected.

Valuation Date	Contribution Year	Employer Normal Cost Rate	Unfunded Liability Payment
06/30/2014	2016 - 17	6.555%	\$186
06/30/2015	2017 - 18	6.533%	316
06/30/2016	2018 - 19	6.842%	446
06/30/2017	2019 - 20	6.985%	667
06/30/2018	2020 - 21	7.732%	1,147
06/30/2019	2021 - 22	7.59%	886
06/30/2020	2022 - 23	7.47%	2,856
06/30/2021	2023 - 24	7.68%	0
06/30/2022	2024 - 25	7.87%	2,338
06/30/2023	2025 - 26	7.96%	5,305

Funding History

The table below shows the recent history of the actuarial accrued liability, share of the pool's market value of assets, unfunded accrued liability, funded ratio and annual covered payroll.

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio	Annual Covered Payroll
06/30/2014	\$1,227	\$1,282	(\$55)	104.5%	\$82,595
06/30/2015	13,091	12,113	978	92.5%	161,981
06/30/2016	42,798	38,235	4,563	89.3%	375,155
06/30/2017	111,178	106,712	4,466	96.0%	478,320
06/30/2018	225,831	211,080	14,751	93.5%	658,378
06/30/2019	353,590	332,414	21,176	94.0%	849,976
06/30/2020	528,822	494,383	34,439	93.5%	981,564
06/30/2021	756,014	835,057	(79,043)	110.5%	898,253
06/30/2022	840,429	796,327	44,102	94.8%	1,189,704
06/30/2023	1,063,747	979,284	84,463	92.1%	1,485,797

Risk Analysis

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Future Investment Return Scenarios

Analysis using the investment return scenarios from the Asset Liability Management process completed in 2021 was performed to determine the effects of various future investment returns on required employer contributions. The projections below reflect the impact of the CalPERS <u>Funding Risk Mitigation Policy</u>. The projections also assume that all other actuarial assumptions will be realized and that no further changes in assumptions, contributions, benefits, or funding will occur.

The first table shows projected contribution requirements if the fund were to earn either 3.0% or 10.8% annually. These alter nate investment returns were chosen because 90% of long-term average returns are expected to fall between them over the 20-year period ending June 30, 2043.

Assumed Annual Return FY 2023-24	Projected Employer Contributions						
through FY 2042-43	2026-27	2027-28	2028-29	2029-30	2030-31		
3.0% (5 th percentile)							
Discount Rate	6.80%	6.80%	6.80%	6.80%	6.80%		
Normal Cost Rate	8.0%	8.0%	8.0%	8.0%	8.0%		
UAL Contribution	\$7,500	\$11,000	\$15,000	\$19,000	\$23,000		
10.8% (95 th percentile)							
Discount Rate	6.75%	6.70%	6.65%	6.60%	6.55%		
Normal Cost Rate	8.2%	8.4%	8.6%	8.3%	8.5%		
UAL Contribution	\$5,800	\$5,500	\$0	\$0	\$0		

Required contributions outside of this range are also possible. In particular, whereas it is unlikely that investment returns will average less than 3.0% or greater than 10.8% over a 20-year period, the likelihood of a single investment return less than 3.0% or greater than 10.8% in any given year is much greater. The following analysis illustrates the effect of an extreme, single year investment return.

The portfolio has an expected volatility (or standard deviation) of 12.0% per year. Accordingly, in any given year there is a 16% probability that the annual return will be -5.2% or less and a 2.5% probability that the annual return will be -17.2% or less. These returns represent one and two standard deviations below the expected return of 6.8%.

The following table shows the effect of one and two standard deviation investment losses in FY 2023-24 on the FY 2026-27 contribution requirements. Note that a single-year investment gain or loss decreases or increases the required UAL contribution amount incrementally for each of the next five years, not just one, due to the 5-year ramp in the amortization policy. However, the contribution requirements beyond the first year are also impacted by investment returns beyond the first year. Historically, significant downturns in the market are often followed by higher than average returns. Such investment gains would offset the impact of these single year negative returns in years beyond FY 2026-27.

Assumed Annual Return for Fiscal Year 2023-24	Required Employer Contributions 2025-26	Projected Employer Contributions 2026-27
(17.2%) (2 standard deviation loss)		
Discount Rate	6.80%	6.80%
Normal Cost Rate	7.96%	8.0%
UAL Contribution	\$5,305	\$12,000
(5.2%) (1 standard deviation loss)		
Discount Rate	6.80%	6.80%
Normal Cost Rate	7.96%	8.0%
UAL Contribution	\$5,305	\$9,500

- Without investment gains (returns higher than 6.8%) in FY 2024-25 or later, projected contributions rates would continue to rise over the next four years due to the continued phase-in of the impact of the illustrated investment loss in FY 2023-24.
- The Pension Outlook Tool can be used to model projected contributions for these scenarios beyond FY 2026-27 as well as to model other investment return scenarios.

Discount Rate Sensitivity

The discount rate assumption is calculated as the sum of the assumed real rate of return and the assumed annual price inflation, currently 4.5% and 2.3%, respectively. Changing either the price inflation assumption or the real rate of return assumption will change the discount rate. The sensitivity of the valuation results to the discount rate assumption depends on which component of the discount rate is changed. Shown below are various valuation results as of June 30, 2023, assuming alternate discount rates by changing the two components independently. Results are shown using the current discount rate of 6.8% as well as alternate discount rates of 5.8% and 7.8%. The rates of 5.8% and 7.8% were selected since they illustrate the impact of a 1.0% increase or decrease to the 6.8% assumption.

Sensitivity to the Real Rate of Return Assumption

As of June 30, 2023	1% Lower Real Return Rate	Current Assumptions	1% Higher Real Return Rate
Discount Rate	5.8%	6.8%	7.8%
Price Inflation	2.3%	2.3%	2.3%
Real Rate of Return	3.5%	4.5%	5.5%
a) Total Normal Cost	19.65%	15.71%	12.71%
b) Accrued Liability	\$1,368,160	\$1,063,747	\$836,371
c) Market Value of Assets	\$979,284	\$979,284	\$979,284
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$388,876	\$84,463	(\$142,913)
e) Funded Ratio	71.6%	92.1%	117.1%

Sensitivity to the Price Inflation Assumption

As of June 30, 2023	1% Lower Price Inflation	Current Assumptions	1% Higher Price Inflation
Discount Rate	5.8%	6.8%	7.8%
Price Inflation	1.3%	2.3%	3.3%
Real Rate of Return	4.5%	4.5%	4.5%
a) Total Normal Cost	16.56%	15.71%	14.29%
b) Accrued Liability	\$1,126,962	\$1,063,747	\$959,024
c) Market Value of Assets	\$979,284	\$979,284	\$979,284
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$147,678	\$84,463	(\$20,260)
e) Funded Ratio	86.9%	92.1%	102.1%

Mortality Rate Sensitivity

The following table looks at the change in the June 30, 2023, plan costs and funded status under two different longevity scenarios, namely assuming rates of post-retirement mortality are 10% lower or 10% higher than our current mortality assumptions adopted in 2021. This type of analysis highlights the impact on the plan of a change in the mortality assumption.

As of June 30, 2023	10% Lower Mortality Rates	Current Assumptions	10% Higher Mortality Rates
a) Total Normal Cost	15.98%	15.71%	15.46%
b) Accrued Liability	\$1,082,139	\$1,063,747	\$1,046,736
c) Market Value of Assets	\$979,284	\$979,284	\$979,284
d) Unfunded Liability/(Surplus) [(b) - (c)]	\$102,855	\$84,463	\$67,452
e) Funded Ratio	90.5%	92.1%	93.6%

Maturity Measures

As pension plans mature they become more sensitive to risks. Understanding plan maturity and how it affects the ability of a pension plan sponsor to tolerate risk is important in understanding how the pension plan is impacted by investment return volatility, other economic variables and changes in longevity or other demographic assumptions.

Since it is the employer that bears the risk, it is appropriate to perform this analysis on a pension plan level considering all rate plans. The following measures are for one rate plan only. One way to look at the maturity level of CalPERS and its plans is to look at the ratio of a plan's retiree liability to its total liability. A pension plan in its infancy will have a very low ratio of retiree liability to total liability. As the plan matures, the ratio increases. A mature plan will often have a ratio above 60%-65%.

Ratio of Retiree Accrued Liability to Total Accrued Liability	June 30, 2022	June 30, 2023
1. Retiree Accrued Liability	\$0	\$0
2. Total Accrued Liability	\$840,429	\$1,063,747
3. Ratio of Retiree AL to Total AL $[(1) \div (2)]$	0%	0%

Another measure of the maturity level of CaIPERS and its plans is the ratio of actives to retirees, also called the support ratio. A pension plan in its infancy will have a very high ratio of active to retired members. As the plan matures and members retire, the ratio declines. A mature plan will often have a ratio near or below one.

To calculate the support ratio for the rate plan, retirees and beneficiaries receiving a continuance are each counted as one, even though they may have only worked a portion of their careers as an active member of this rate plan. For this reason, the support ratio, while intuitive, may be less informative than the ratio of retiree liability to total accrued liability above.

For comparison, the support ratio for all CalPERS public agency plans as of June 30, 2022, was 0.77 and was calculated consistently with how it is for the individual rate plan. Note that to calculate the support ratio for all public agency plans, a retiree with service from more than one CalPERS agency is counted as a retiree more than once.

Support Ratio	June 30, 2022	June 30, 2023
1. Number of Actives	22	25
2. Number of Retirees	0	0
3. Support Ratio [(1) ÷ (2)]	N/A	N/A

Maturity Measures (continued)

The actuarial calculations supplied in this communication are based on various assumptions about long-term demographic and economic behavior. Unless these assumptions (e.g., terminations, deaths, disabilities, retirements, salary increases, investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year-to-year differences between actual experience and the assumptions are called actuarial gains and losses and serve to lower or raise required employer contributions from one year to the next. Therefore, employer contributions will inevitably fluctuate, especially due to the u ps and downs of investment returns.

Asset Volatility Ratio

Shown in the table below is the asset volatility ratio (AVR), which is the ratio of market value of assets to payroll. Plans that have a higher AVR experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an AVR of 8 may experience twice the contribution volatility due to investment return volatility than a plan with an AVR of 4. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as a plan matures.

Liability Volatility Ratio

Also shown in the table below is the liability volatility ratio (LVR), which is the ratio of accrued liability to payroll. Plans that have a higher LVR experience more volatile employer contributions (as a percentage of payroll) due to changes in liability. For example, a plan with an LVR of 8 is expected to have twice the contribution volatility of a plan with an LVR of 4 when there is a change in accrued liability, such as when there is a change in actuarial assumptions. It should be noted that this ratio indicates a longer-term potential for contribution volatility, since the AVR, described above, will tend to move closer to the LVR as the funded ratio approaches 100%.

Contribution Volatility	June 30, 2022	June 30, 2023
1. Market Value of Assets	\$796,327	\$979,284
2. Payroll	\$1,189,704	\$1,485,797
3. Asset Volatility Ratio (AVR) [(1) ÷ (2)]	0.7	0.7
4. Accrued Liability	\$840,429	\$1,063,747
5. Liability Volatility Ratio (LVR) [(4) ÷ (2)]	0.7	0.7

Maturity Measures History

Valuation Date	Ratio of Retiree Accrued Liability to Total Accrued Liability	Support Ratio	Asset Volatility Ratio	Liability Volatility Ratio
06/30/2017	0%	N/A	0.2	0.2
06/30/2018	0%	N/A	0.3	0.3
06/30/2019	0%	N/A	0.4	0.4
06/30/2020	0%	N/A	0.5	0.5
06/30/2021	0%	N/A	0.9	0.8
06/30/2022	0%	N/A	0.7	0.7
06/30/2023	0%	N/A	0.7	0.7

Funded Status – Termination Basis

The funded status measured on a termination basis is an estimate of the financial position of the plan had the contract with CalPERS been terminated as of June 30, 2023. The accrued liability on a termination basis (termination liability) is calculated differently from the plan's ongoing funding liability. For the termination liability calculation, both compensation and service are frozen as of the valuation date and no future pay increases or service accruals are assumed. This measure of funded status is not appropriate for assessing the need for future employer contributions in the case of an ongoing plan, that is, for an employer that continues to provide CalPERS retirement benefits to active employees. Unlike the actuarial cost method used for ongoing plans, the termination liability is the present value of the benefits earned through the valuation date.

A more conservative investment policy and asset allocation strategy was adopted by the board for the Terminated Agency Pool. The Terminated Agency Pool has limited funding sources since no future employer contributions will be made. Therefore, expected benefit payments are secured by risk-free assets and benefit security for members is increased while limiting the funding risk. However, this asset allocation has a lower expected rate of return than the remainder of the PERF and consequently, a lower discount rate assumption. The lower discount rate for the Terminated Agency Pool results in higher liabilities for terminated plans.

The discount rate used for actual termination valuations is a weighted average of the 10-year and 30-year Treasury yields where the weights are based on matching asset and liability durations as of the termination date. The discount rates used in the following analysis is based on 20-year Treasury bonds, which is a good proxy for most plans. The discount rate upon contract termination will depend on actual Treasury rates on the date of termination, which varies over time, as shown below.

Valuation Date	20-Year <u>Treasury Rate</u>	Valuation Date	20-Year Treasury Rate
06/30/2014	3.08%	06/30/2019	2.31%
06/30/2015	2.83%	06/30/2020	1.18%
06/30/2016	1.86%	06/30/2021	2.00%
06/30/2017	2.61%	06/30/2022	3.38%
06/30/2018	2.91%	06/30/2023	4.06%

As Treasury rates are variable, the table below shows a range for the termination liability using discount rates 1% below and above the 20-year Treasury rate on the valuation date. The price inflation assumption is the 20-year Treasury breakeven inflation rate, that is, the difference between the 20-year inflation indexed bond and the 20-year fixed-rate bond.

The Market Value of Assets (MVA) also varies with interest rates and will fluctuate depending on other market conditions on the date of termination. Since it is not possible to approximate how the MVA will change in different interest rate environments, the results below use the MVA as of the valuation date.

	Discount Rate: 3.06% Price Inflation: 2.50%	Discount Rate: 5.06% Price Inflation: 2.50%
1. Termination Liability ¹	\$1,713,360	\$977,889
2. Market Value of Assets (MVA)	979,284	979,284
3. Unfunded Termination Liability[(1) – (2)]	\$734,076	(\$1,395)
4. Funded Ratio [(2) ÷ (1)]	57.2%	100.1%

¹ The termination liabilities calculated above include a 5% contingency load. The contingency load and other actuarial assumptions can be found in Appendix A of the Section 2 report.

In order to terminate the plan, first contact our Pension Contract Services unit to initiate a Resolution of Intent to Terminate. The completed Resolution will allow a CaIPERS actuary to provide a preliminary termination valuation with a more up -to-date estimate of the plan's assets and liabilities. Before beginning this process, please consult with a CaIPERS actuary.

Funded Status – Low-Default-Risk Basis

Actuarial Standard of Practice (ASOP) No. 4, *Measuring Pension Obligations and Determining Pension Plan Costs or Contributions*, requires the disclosure of a low-default-risk obligation measure (LDROM) of benefit costs accrued as of the valuation date using a discount rate based on the yields of high quality fixed income securities with cash flows that replica te expected benefit payments. Conceptually, this measure represents the level at which financial markets would value the accrued plan costs, and would be approximately equal to the cost of a portfolio of low-default-risk bonds with similar financial characteristics to accrued plan costs.

As permitted in ASOP No. 4, the Actuarial Office uses the Entry Age Actuarial Cost Method to calculate the LDROM. This methodology is in line with the measure of "benefit entitlements" calculated by the Bureau of Economic Analysis and used by the Federal Reserve to report the indebtedness due to pensions of plan sponsors and, conversely, the household wealth due to pensions of plan members.

As shown below, the discount rate used for the LDROM is 4.82%, which is the Standard FTSE Pension Liability Index¹ discount rate as of June 30, 2023, net of assumed administrative expenses.

Selected Measures on a Low-Default-Risk Basis	June 30, 2023
Discount Rate	4.82%
1. Accrued Liability ² –Low-Default-Risk Basis (LDROM)	
a) Active Members	\$1,373,283
b) Transferred Members	280,688
c) Separated Members	114,901
d) Members and Beneficiaries Receiving Payments	0
e) Total	\$1,768,872
2. Market Value of Assets (MVA)	979,284
3. Unfunded Accrued Liability – Low-Default-Risk Basis [(1e) – (2)]	\$789,588
4. Unfunded Accrued Liability – Funding Policy Basis	84,463
5. Present Value of Unearned Investment Risk Premium $[(3) - (4)]$	\$705,125

The difference between the unfunded liabilities on a low-default-risk basis and on the funding policy basis represents the present value of the investment risk premium that must be earned in future years to keep future contributions for currently accrued p lan costs at the levels anticipated by the funding policy.

Benefit security for members of the plan relies on a combination of the assets in the plan, the investment income generated from those assets, and the ability of the plan sponsor to make necessary future contributions. If future returns fall short of 6.8%, benefit security could be at risk without higher than currently anticipated future contributions.

The funded status on a low-default-risk basis is not appropriate for assessing the sufficiency of plan assets to cover the cost of settling the plan's benefit obligations (see Funded Status – Termination Basis), nor is it appropriate for assessing the need for future contributions (see Funded Status – Funding Policy Basis).

- ¹ This index is based on a yield curve of hypothetical AA-rated zero coupon corporate bonds whose maturities range from6 months to 30 years. The index represents the single discount rate that w ould produce the same present value as discounting a standardized set of liability cash flow sfor a fully open pension plan using the yield curve. The liability cash flows are reasonably consistent with the pattern of benefits expected to be paid from the entire Public Employees' Retirement Fund for current and former plan members. A different index, hence a different discount rate, may be needed to measure the LDROM for a subset of the fund, such as a single rate plan or a group of retirees.
- ² If plan assets were invested entirely in the AA fixed income securities used to determine the discount rate of 4.82%, the CalPERS discount rate could, at various times, be below 4.5% or 5.25%, and some automatic annual retiree COLAs could be suspended (Gov. Code sections 21329 and 21335). Since there is currently no proposal to adopt an asset allocation entirely comprised of fixed income securities, the automatic COLAs have been fully valued in the measures above based on the assumptions used for plan funding. Removing future COLAs from the measurement w ould understate the statutory obligation.

Summary of Valuation Data

The table below shows a summary of the plan's member data upon which this valuation is based:

	June 30, 2022	June 30, 2023
Active Members		
Counts	22	25
Average Attained Age	35.8	37.8
Average Entry Age to Rate Plan	33.4	34.8
Average Years of Credited Service	2.5	3.1
Average Annual Covered Pay	\$54,077	\$59,432
Annual Covered Payroll	\$1,189,704	\$1,485,797
Present Value of Future Payroll	\$14,432,759	\$17,822,028
Transferred Members	6	7
Separated Members	12	14
Retired Members and Beneficiaries*		
Counts	0	0
Average Annual Benefits	\$0	\$0
Total Annual Benefits	\$0	\$0

Counts of members included in the valuation are counts of the records processed by the valuation. Multiple records may exist for those who have service in more than one valuation group. This does not result in double counting of liabilities.

* Values include community property settlements.

List of Class 1 Benefit Provisions

This plan has the following Class 1 Benefit Provisions:

• None

Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which the agency has contracted. A description of principal standard and optional plan provisions is in

Section 2.		
	Benefit Group	
Member Category	Misc	
Demographics Actives Transfers/Separated Receiving	Yes Yes No	
Benefit Provision		
Benefit Formula Social Security Coverage Full/Modified	2% @ 62 Yes Full	
Employee Contribution Rate	7.75%	
Final Average Compensation Period	Three Year	
Sick Leave Credit	Yes	
Non-Industrial Disability	Standard	
Industrial Disability	No	
Pre-Retirement Death Benefits Optional Settlement 2 1959 Survivor Benefit Level Special Alternate (firefighters)	Z N N S N N N N N N N N N N N N N N N N N	
Post-Retirement Death Benefits Lump Sum Survivor Allowance (PRSA)	\$2,000 No	
COLA	2%	

Section 2

California Public Employees' Retirement System

Risk Pool Actuarial Valuation Information

Section 2 may be found on the CalPERS website (<u>www.calpers.ca.gov</u>) in the Forms & Publications section



Menu 🔳

CalPERS Reports Preliminary 9.3% Investment Return for 2023-24 Fiscal Year

July 15, 2024

Communications & Stakeholder Relations Contact: Office of Public Affairs (916) 795-3991 - newsroom@calpers.ca.gov

SACRAMENTO, **Calif.** – CalPERS today reported a preliminary net return of 9.3% on its investments for the 12-month period ending June 30, 2024. Assets as of that date were valued at \$502.9 billion.

The investment return outpaced the discount rate of 6.8%, comparable to an assumed rate of return and a policy marker established by the CalPERS Board of Administration. It was also a notable improvement from the two most recent fiscal years, where investment returns were influenced by a variety of economic and geopolitical challenges.

When using the preliminary net return of 9.3% to assess long-term obligations, the overall estimated funded status of the Public Employees' Retirement Fund (PERF) stands at 75%.

"Our investing strategy was well positioned to take advantage of improving economic conditions over the past 12 months," said CalPERS Chief Executive Officer Marcie Frost. "Meeting or exceeding our longterm investing goals is crucial for providing the retirement benefits that our 2 million members and their families are counting on."

Public equity investments, comprising 41.9% of the PERF, led the way among asset classes with an estimated 17.5% return.

The private debt asset class, established in 2022, also performed strongly. Its estimated return was 17%.

Fixed income and private equity reported returns of 3.7% and 10.9%, respectively. Real assets reported a negative return for FY 2023-24.

"Our team remains focused on executing on our long-term investment strategy, building a diversified portfolio to navigate markets and mitigate volatility over our multi-generational investment horizon," said Interim Chief Investment Officer Dan Bienvenue.

1 Year Return of June 30, 2024

Asset Class	Net Rate of Return (in percent)
PERF	9.3
Public Equity	17.5
Income	3.7
Private Equity*	10.9
Real Assets*	-7.1
Private Debt*	17.0

*Private market asset valuations lag one quarter and are as of March 31, 2024.

Updated long-term return rates reflect the addition of recent lower investment returns in the calculation. Preliminary total fund annualized returns for the five-year period ending June 30, 2024, stood at 6.6%; the 10-year period at 6.2%; and the 20-year period at 6.7%.

The 30-year return rate rose slightly to 7.7%.

Preliminary net returns are an early snapshot of the CalPERS portfolio. CalPERS investment and finance staff and outside experts will review the portfolio's performance in the next few months to determine the final fiscal year returns for 2023-24.

The ending value of the PERF for FY 2023-24 will be based on additional factors beyond investment returns, including employer and employee contributions, monthly payments to retirees, and various investment fees.

Once finalized, fiscal year performance returns are used to set contribution levels for the State of California and school districts in the 2025-26 fiscal year and for contracting counties, cities, and special districts in the 2026-27 fiscal year.

Under the current provisions of the CalPERS Asset Liability Management process, investment returns that exceed the established 6.8% discount rate require the Board of Administration to review whether to lower the rate for future years. This process is included in the CalPERS Funding Risk Mitigation Policy.

Media Advisory

A news media availability via Zoom to discuss fiscal year investment returns with CalPERS senior leaders will be held Monday, July 15 at 12:45 p.m. PDT. Credentialed media can send an email to newsroom@calpers.ca.gov for login information.

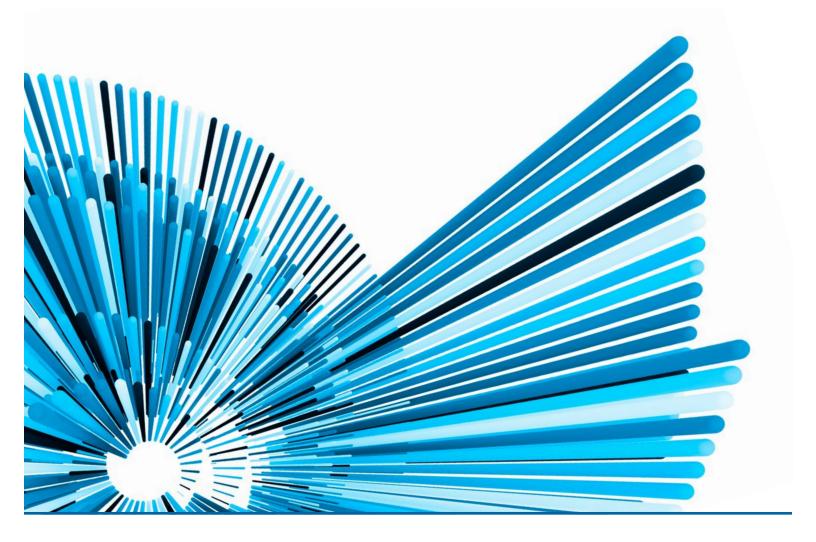
187/553

About CalPERS

For more than nine decades, CalPERS has built retirement and health security for state, school, and public agency members who invest their lifework in public service. Our pension fund serves more than 2 million members in the CalPERS retirement system and administers benefits for more than 1.5 million members and their families in our health program, making us the largest defined-benefit public pension in the U.S. For more information, visit www.calpers.ca.gov.

Updated: July 15, 2024

2022-23 Transparency Report





Message from the CEO

I am pleased to share the second annual Transparency Report of the California Public Employees' Retirement System (CalPERS) for the fiscal year 2022-23.

Designed with our stakeholders in mind, this report serves as a concise overview of our financial status and underscores our commitment to transparency and accountability in serving our members, employers, and the State of California.

Three years ago, we started participating in CEM's Global Pension Transparency Benchmark, which emphasizes the importance of being able to find information easily. Offering a snapshot of CalPERS for the fiscal year, the Transparency Report simplifies and consolidates complex information otherwise only found in extensive reports like *the Annual Comprehensive Financial Report* (ACFR), the Funding Level and Risks Report, and the Health Benefits Program Annual Report.

This document provides a high-level insight into the state of CalPERS, covering aspects such as our funded status, financial health, investment performance, sustainability initiatives, The Transparency Report is one of our initiatives to help improve our overall CEM Pension Transparency score. In 2023, our overall score ranked fourth globally and number one in the United States.

membership demographics, diversity and inclusion efforts, and organizational activities. The Transparency Report is one of our initiatives to help improve our overall CEM Pension Transparency score. In 2023, our overall score ranked fourth globally and number one in the United States. This year's report, with a refreshed look, now includes an overview of our health benefits program. Aligned with our core value of openness, this report reflects our commitment to transparency in both actions and communications, aiming to provide valuable and informative insights.

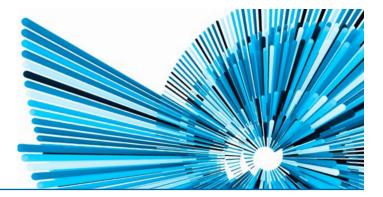
Marcie Frost Chief Executive Officer

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Finances	3
Funding	7
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Retirement Plan Members	3
Health Benefits Program	9
CalPERS Organization	4

Every effort has been made to verify the accuracy of the information, which is intended for general use only. All data is reported for Fiscal Year (FY), except the Health Benefits Program data reported for Calendar Year (CY), unless otherwise noted.

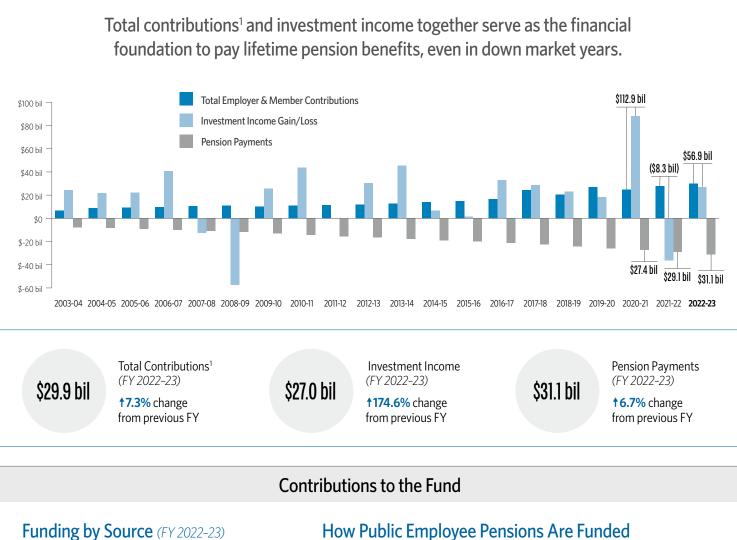
Additional information can be found in the Annual Comprehensive Financial Report, the Funding Level and Risk Report, the Health Benefits Program Annual Report, and Commitment to Diversity, Equity & Inclusion Report at www.calpers.ca.gov.

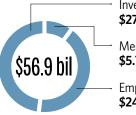


Finances

A glimpse at the sources of funds used to pay retirement benefits to CalPERS members.

Finances

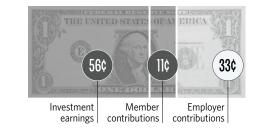




Investment income \$27.0 bil Member contributions \$5.7 bil

Employer contributions \$24.2 bil

How Public Employee Pensions Are Funded



Every dollar paid to CalPERS retirees comes from three sources, with more than two thirds coming from **CalPERS** investment earnings and member contributions.2

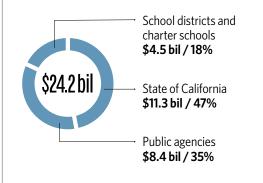
Includes member and employer contributions.

2 Average income/contributions over the last 20 years. Continued »

Data only for the Public Employees' Retirement Fund (PERF)

Contributions to the Fund (continued)

Employer Contributions (FY 2022-23)



Contributions and Income (in thousands)

FY	Employer Contributions	Member Contributions	Net Investment Income (Loss)	Total ³
2022-23	\$24,227,246	\$5,672,430	\$27,013,684	\$56,913,360
2021-22	\$22,702,547	\$5,159,664	(\$36,182,422)	(\$8,320,211)
2020-21	\$20,034,757	\$4,757,000	\$88,059,909	\$112,851,666
2019-20	\$22,039,561	\$4,901,000	\$18,516,994	\$39,030,672
2018-19	\$15,612,678	\$4,664,618	\$22,969,664	\$43,246,960

Payments & Expenses from the Fund

Total Pension Payments⁴ by Type (FY 2022-23)



Ś

Retirement payments \$28.3 bil / 91% Beneficiaries⁵ payments \$2.4 bil / 8%

Survivors payments \$245.2 mil / 1%

Total Payments (in thousands)

			Admin.	
FY	Payments ⁴	Refunds	Expenses	Total
2022-23	\$31,084,243	\$391,113	\$323,014	\$31,798,370
2021-22	\$29,118,345	\$329,555	\$297,464	\$29,745,364
2020-21	\$27,415,194	\$287,556	\$392,119	\$28,094,869
2019-20	\$25,781,920	\$323,180	\$524,451	\$25,629,551
2018-19	\$24,209,283	\$280,266	\$252,558	\$24,742,107

Pension Administrative Costs (FY 2021-22) Pension Administrative Cost a Year Per Member⁶

	Pension administrative cost	FY	Cost per member ⁶	
\$223	per member ⁶	2021-22	\$223	
		2020-21	\$202	
		2019-20	\$217	
		2018-19	\$216	
		2017-18	\$211	

3 Total contributions does not include plan-to-plan movement or securities lending or other income.

Total payments does not include plan-to-plan movement. Includes retirement, beneficiaries, and survivor payments.

5 Includes beneficiaries, plus beneficiaries/survivors. A beneficiary can be anyone a member selects to receive a lump-sum or lifetime benefit and is not set by law. A survivor is defined by state law in order of eligibility. A beneficiary/survivor can be the same person.

6 Includes costs for actives, retirees, beneficiaries, and survivors.

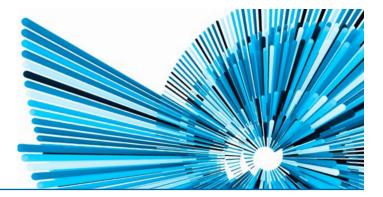
Financial Details

Fiduciary Net Position – Public Employees' Retirement Fund (PERF) (in thousands)

	FY 2022-23 Total	FY 2021-22 Total	Increase/(Decrease)
Assets & Deferred Outflows of Resources:			
Cash & Cash Equivalents	\$2,106,258	\$726,324	\$1,379,934
Receivables	\$17,629,669	\$12,497,049	\$5,132,620
Investments	\$465,884,014	\$444,024,950	\$21,859,064
Securities Lending Collateral	\$6,735,918	\$14,303,670	(\$7,567,752)
Capital Assets, Net & Other Assets	\$216,058	\$238,588	(\$22,530)
Total Assets	\$492,571,917	\$471,790,581	\$20,781,336
Deferred Outflows of Resources	\$218,708	\$117,588	\$101,120
Total Assets & Deferred Outflows of Resources	\$492,790,625	\$471,908,169	\$20,882,456
Liabilities & Deferred Inflows of Resources:			
Retirement Benefits, Investment Settlement & Other	\$13,757,555	\$17,230,062	(\$3,472,507)
Net Pension & OPEB Obligation	\$941,708	\$808,112	\$133,596
Securities Lending Obligations	\$13,357,902	\$14,296,470	(\$938,568)
Total Liabilities	\$28,057,165	\$32,334,644	\$(4,277,479)
	\$155,301	\$214,499	\$(59,198)
Deferred Inflows of Resources			
Total Liabilities & Deferred Inflows of Resources	\$28,212,466	\$32,549,143	\$(4,336,677)

Changes in Fiduciary Net Position – PERF (in thousands)

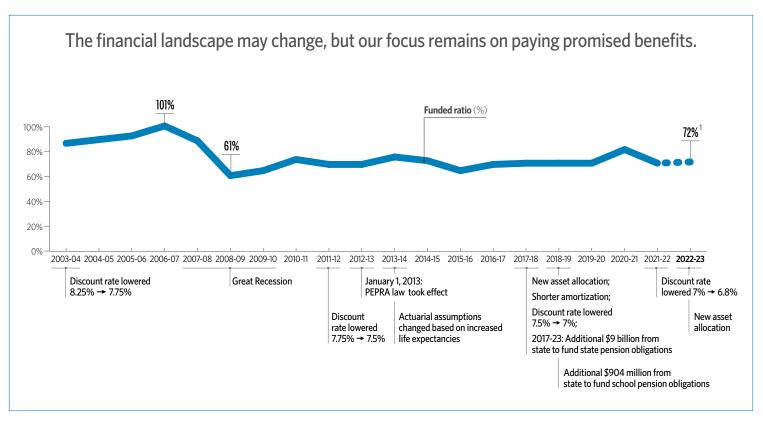
	FY 2022-23 Total	FY 2021-22 Total	Increase/(Decrease)
Additions:			
Member Contributions	\$5,675,430	\$5,159,664	\$515,766
Employer Contributions	\$24,227,246	\$22,702,547	\$1,524,699
Net Investment Income (Loss)	\$27,013,684	(\$36,182,422)	\$63,196,106
Securities Lending & Other Income	\$104,143	\$101,861	\$2,282
Plan-to-Plan Resource Movement	\$137,356	\$8,335	\$129,021
Total Additions	\$57,154,859	(\$8,210,015)	\$65,367,874
Deductions:			
Retirement, Death & Survivor Benefits	\$31,084,243	\$29,118,354	\$1,965,889
Refund of Contributions	\$391,113	\$329,555	\$61,558
Administrative Expenses	\$323,014	\$297,464	\$25,550
Plan-to-Plan Resource Movement	\$137,356	\$8,335	\$129,021
Total Deductions	\$31,935,726	\$29,753,708	\$2,182,018
Increase (Decrease) in Net Position	\$25,219,133	(\$37,963,723)	\$63,182,856
Net Position:			
Beginning of Year	\$439,359,026	\$477,322,749	(\$37,963,723)
End of Year	\$464,578,159	\$439,359,026	\$25,219,133



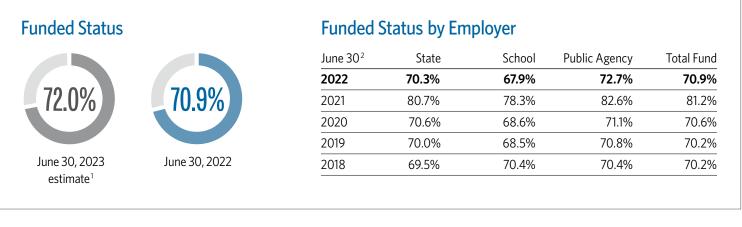
Funding

Examining our efforts at ensuring long-term stability of California's Public Employees' Retirement Fund.

Funding



Status of the Fund

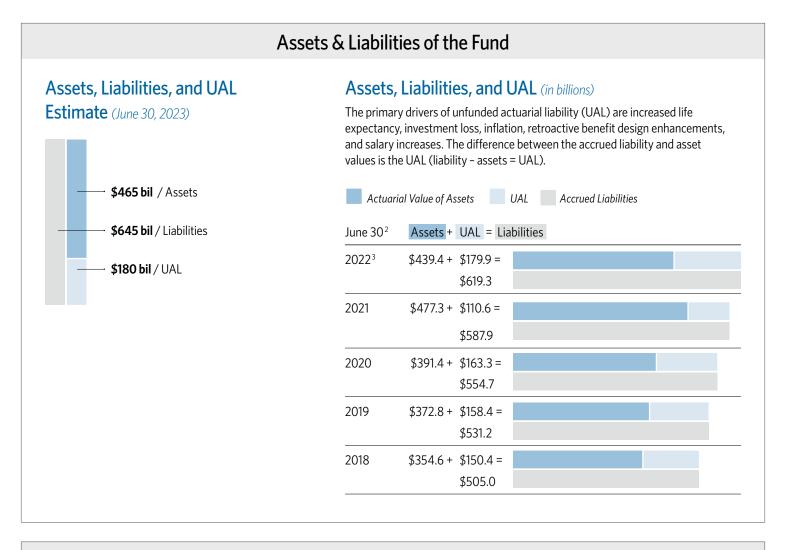


¹ The funding status for June 30, 2023 is an estimate only. The final funding status will be available in December 2024 when the FY 2023-24 ACFR is released.

Continued »

² Based on a 6.8% discount rate (DR) as of June 30, 2021 and June 30, 2022. Based on a 7% DR as of June 30, 2019 and June 30, 2020. Based on a 7% DR for state and PA and 7.25% DR for school as of June 30, 2018. Also includes the TAP and 1959 Survivor Benefit Plan.

Data only for the Public Employees' Retirement Fund (PERF)



Net Position of the Fund

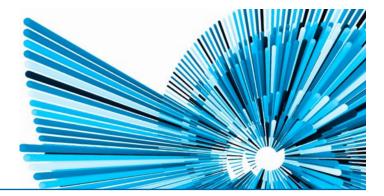
Net Position (FY 2022-23)

\$464.6 bil \$6% change from previous FY Net Position Progress (in billions)

FY	Net Position	
2022-23	\$464.6	
2021-22	\$439.4	
2020-21	\$477.3	
2019-20	\$392.5	
2018-19	\$372.6	

² Based on a 6.8% discount rate (DR) as of June 30, 2021 and June 30, 2022. Based on a 7% DR as of June 30, 2019 and June 30, 2020. Based on a 7% DR for state and PA and 7.25% DR for school as of June 30, 2018. Also includes the TAP and 1959 Survivor Benefit Plan.

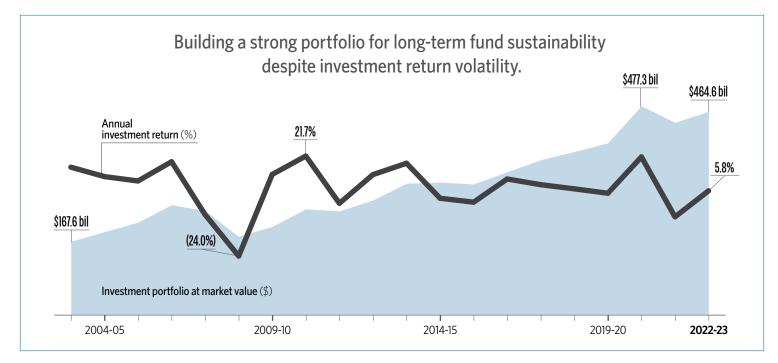
³ Actuarial data reporting lags by one FY and is current as of June 30, 2022.



Investments

How CalPERS' investment returns for 2022-23 matched up to those from prior years.

Investments



Total Fund

Total Fund Highlights (FY 2022-23)

\$464.6 bil	Total fund market value; †5.7% change from previous FY
5.8%	Total fund annual investment rate of return
6.8%	The discount rate (assumed investment rate of return) — what CalPERS expects its investments to earn on average

Investment Returns¹ & Market Value of Assets²

FY	Investment Returns	Market Value of Assets (in billions)
2022-23	5.8%	\$464.6
2021-22	(6.1%)	\$439.4
2020-21	21.3%	\$477.3
2019-20	4.7%	\$392.5
2018-19	6.7%	\$372.6
2017-18	8.6%	\$354.0
2016-17	11.2%	\$326.5
2015-16	0.6%	\$298.7
2014-15	2.4%	\$302.8
2013-14	18.4%	\$301.8

¹ Time-weighted rates of return. Reflects private equity and real assets valuations as of March 31.

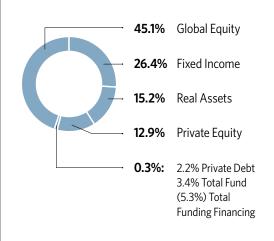
² Money-weighted market value of assets. Reflects private equity and real assets valuations as of June 30.

Continued »

Data only for the Public Employees' Retirement Fund (PERF)

Total Fund (continued)

Current Asset Allocation³ (FY 2022-23)



Current Value, Allocation & Strategic Asset Allocation³

Asset Class	Current Asset Class Fair Value (in billions)	Current Allocation (FY 2022-23)	Interim Policy Target Weight (as of June 30, 2023)
Global Equity ⁴	\$200.9	45.1%	48.8%
Fixed Income ⁴	\$123.7	26.4%	27.4%
Real Assets	\$68.8	15.2%	13.8%
Private Equity	\$60.2	12.9%	10.0%
Private Debt	\$10.9	2.2%	2.0%
Total Fund	_	3.4%	_
Total Funding Financing	<u>т</u>	(5.3%)	(2.0%)

California Investments

California Investments (FY 2022-23)



\$48.8 billion

California investments as percentage of the total fund

California Investments by Asset Class³ (FY 2022-23)

	Fair Value (in billions)	Percentage
Global Equity ⁵	\$17.9	36.8%
Fixed Income ⁶	\$6.2	12.9%
Real Assets ⁷	\$20.0	41.0%
Private Equity ⁷	\$3.0	6.3%
Private Debt ⁷	\$1.5	3.1%
Total California Investments	\$48.8	100%

Sustainable Investing



CalPERS will more than double its climate-focused investments to \$100 billion by 2030.

CalPERS is committed to a net zero portfolio by 2050 — with a focus on sustainable investments that maximize opportunity and mitigate risk through research, integration, engagement, and advocacy. For more information, visit www.calpers.ca.gov/page/investments/sustainable-investments-program.

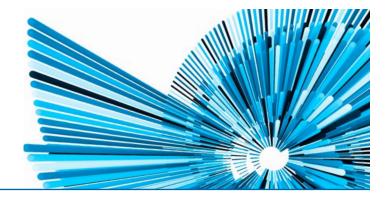
³ Totals may not sum due to rounding.

⁴ Global Equity and Income includes exposure from derivatives.

⁵ Includes listed public equities corporate bonds.

⁷ As of March 31, 2023.

⁶ Fixed income also includes a portion of MBS & ABS, which have significant geographical exposure to CA & MHLP.



Retirement Plan Members

CalPERS members serve or have served California at all levels of state, schools and local governments.

Retirement Plan Members

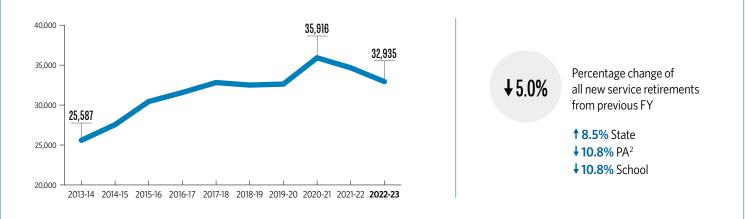
As the nation's largest public pension fund, we serve more than 2 million members¹ (represented by 2,888 employers) and are committed to providing promised pension benefits. Retired members 685,457 / 30.7% Beneficiaries & survivors 103,559 / 4.6% Active members 924,062 / 41.4% Inactive members

520,696 / 23.3%

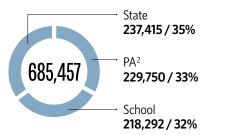
State members	30.2%
PA ² members	31.2%
School members	38.6%

Retired Members

New service retirements are back to pre-pandemic levels, from the increase seen in FY 2020-21.



All Retirees^{3, 4} by Employer (FY 2022-23)



All Retirees³

	FY	Total	Classic	PEPRA⁵
)	2022-23	685,457	98.7 %	1.3%
	2021-22	669,876	99.1%	0.9%
6	2020-21	652,303	99.5%	0.5%
	2019-20	633,469	99.7%	0.3%
6	2018-19	615,402	99.8%	0.2%
0				

¹ A member can be counted more than once (e.g., having multiple appointments in the same FY, receiving multiple benefit payments, etc.).

² Public Agencies (PA).

³ Includes service, disability, and industrial disability retirements, but does not include beneficiaries and survivors.

⁴ Retirees are counted by the employer from which they retired, regardless if they had service with other employers.
 ⁵ The California Public Employees' Pension Reform Act (PEPRA) took effect on January 1, 2013. Generally,

a PEPRA member is any individual who becomes a CalPERS member for the first time on or after January 1, 2013.

Data only for the Public Employees' Retirement Fund (PERF)



Service Retirement⁶ Payments

Average Retirement Payments by Employer (FY 2022-23)

Avg.

Monthly

\$3,543

\$3,541

\$3,056

\$6,345

\$1,755

Avg.

Annual

\$42,516

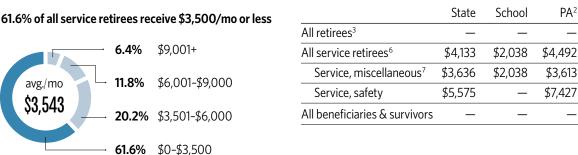
\$42,492

\$36,672

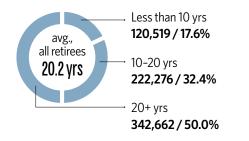
\$76,140

\$21,060

(FY 2022-23)



Years of Service at Retirement (FY 2022-23) Average Years of Service by Employer (FY 2022-23)



State	School	PA ²	Avg.
_	_	_	20.2
23.0	17.6	21.2	20.6
23.1	17.6	20.5	20.1
22.9	_	24.0	23.4
	23.0 23.1	23.0 17.6 23.1 17.6	23.0 17.6 21.2 23.1 17.6 20.5

Age at Retirement (FY 2022-23)

58.9 yrs

Average age, all retirees

Average Retirement Age by Employer (FY 2022-23)

	State	School	PA ²	Avg.
All retirees ³	_	_	_	58.9
All service retirees ⁶	59.7	61.6	58.8	60.1
Service, miscellaneous ⁷	60.7	61.6	59.8	60.8
Service, safety	56.8	—	54.3	55.7

Where Retirees Live (As of June 2023)

556,421 / 81.2% Live in California

Live out-of-state & US territories

1,495 / 0.2% Live internationally

Top States Where Retirees Live (As of June 2023)

1. California	556,421	6. Washington	9,032
2. Arizona	17,571	7. Idaho	8,519
3. Nevada	14,021	8. Florida	5,903
4. Oregon	12,471	9. Tennessee	4,336
5. Texas	11,508	10. Colorado	3,819

² Public Agencies (PA).

685.45

³ Includes service, disability, and industrial disability retirements, but does not include beneficiaries and survivors.

⁶ Does not include disability retirements, industrial disability retirements, beneficiaries, and survivors.

⁷ Miscellaneous includes state industrial members.

Retired Members (continued)

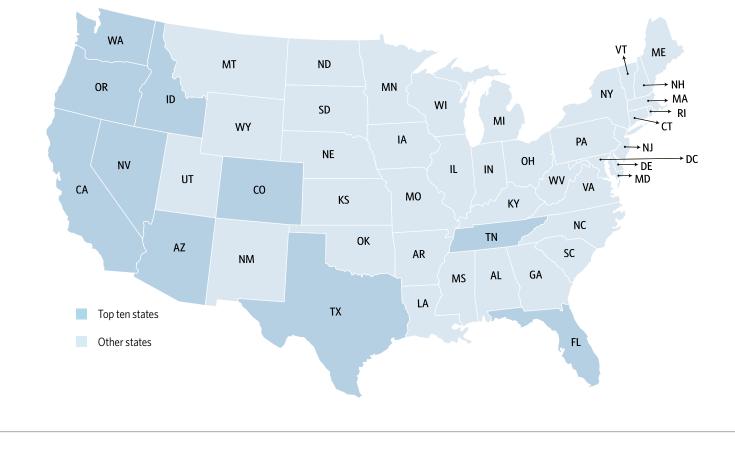
Where Retirees Live* by State, US Territories, and Internationally (as of June 2023)

1,078
345
17,571
1,795
556,421
3,819
232
135
84
5,903
2,358
1,881
8,519
965

Indiana	823
lowa	555
Kansas	646
Kentucky	809
Louisiana	654
Maine	313
Maryland	528
Massachusetts	443
Michigan	1,072
Minnesota	731
Mississippi	557
Missouri	2,031
Montana	2,290
Nebraska	384

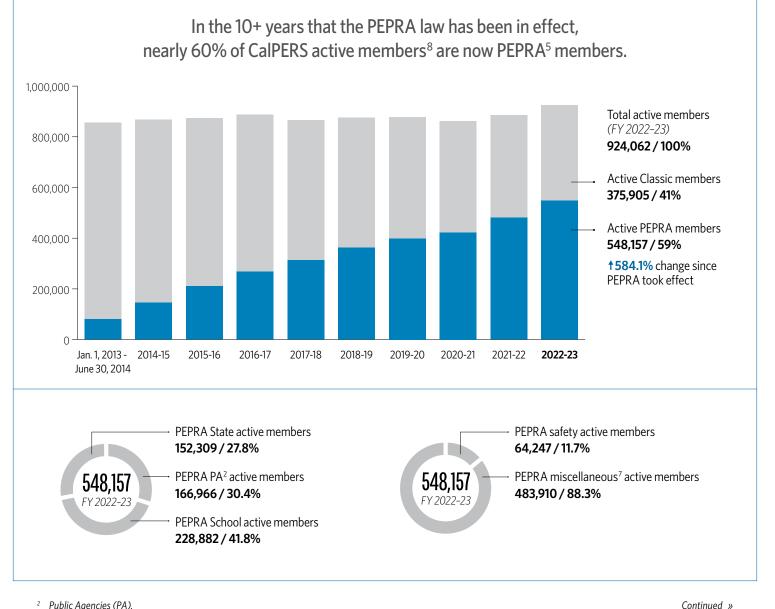
Nevada	14,021
New Hampshire	234
New Jersey	249
New Mexico	2,124
New York	875
North Carolina	2,718
North Dakota	143
Ohio	1,145
Oklahoma	1,818
Oregon	12,471
Pennsylvania	938
Rhode Island	69
South Carolina	1,463
South Dakota	963

Tennessee	4,336
Texas	11,508
Utah	3,560
Vermont	119
Virginia	1,387
Washington	9,032
West Virginia	170
Wisconsin	737
Wyoming	803
Armed Forces Pacific	23
Guam	15
Puerto Rico	71
U.S. Virgin Islands	19
International	1,495



* The following are excluded from the table due to small counts (included in total): American Samoa and Northern Mariana Islands.

Active Members



² Public Agencies (PA).

5 The California Public Employees' Pension Reform Act (PEPRA) took effect on January 1, 2013. Generally, a PEPRA member is any individual who becomes a CalPERS member for the first time on or after January 1, 2013.

Miscellaneous includes state industrial members.

⁸ A member can be counted more than once if they have multiple active appointments in the same FY. January 1, 2013-June 30, 2014 data does not include appointments, only member counts.



278,717 / 30.2% 924,062 PA² 279,966 / 30.3% School 365,379 / 39.5%

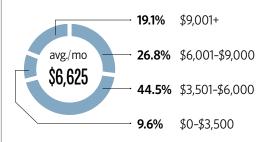
Active Members (continued)

Total Active Members⁸

2022-23	924,062	
2021-22	884,943	
2020-21	862,030	
2019-20	878,084	
2018-19	875,401	

Average Monthly Compensation⁹

(FY 2022-23)



Average Compensation⁹ by Employer (FY 2022-23)

	State	School	PA	Total
Active miscellaneous ⁷ members	5:			
Avg. monthly compensation	\$7,162	\$5,010	\$7,648	\$6,320
Avg. annual compensation	\$85,944	\$60,120	\$91,776	\$74,840
Active safety members:	40.000		40.000	40
Avg. monthly compensation	\$8,093		\$9,233	\$8,553
Avg. annual compensation	\$97,116	_	\$110,796	\$102,636

Active Members⁸ by Generation

(FY 2022-23)	Born before 1946 (Traditionalists) 0.1% / 1,243
	Born 1946-64 (Baby boomers) 14.7% / 134,132
avg. age	Porn 106E 81 (Constation V)

45 yrs

Born 1965-81 (Generation X)
 43.5% / 395,967

Born 1982-96 (Millennials) 36.0% / 328,164

Born after 1996 (Generation Z) **5.6% / 50,826**

Average Age of Active Members by Employer (FY 2022-23)

	State	School	PA	Total
All active members	45	45	44	45
Miscellaneous ⁷ members	46	45	44	45
Safety members	43	_	40	42

Average Years of Service of Active Members by Employer (FY 2022-23)

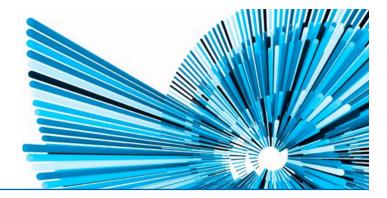
	State	School	PA	Total
All active members	11	8	10	10
Miscellaneous ⁷ members	11	8	10	9
Safety members	11	_	12	12

² Public Agencies (PA).

⁷ Miscellaneous includes state industrial members.

⁸ A member can be counted more than once if they have multiple active appointments in the same FY.

⁹ Data not reported by employers is not included.



Health Benefits Program

Health plan enrollment is on the rise and our members use a variety of health care services.

Health Benefits Program data is reported for the calendar year.

Health Benefits Program¹

As the largest public employer purchaser of health benefits in California and the second largest employer purchaser in the nation, we aim to provide access to equitable, high-quality, and affordable health care to our 1.5 million members.

Between 2013 and 2023, our health plan enrollment has increased by 12.7%² 1,551,249 1,500,000 -1,375,960 1,250,000 1,000,000 2013 2018 2020 2014 2015 2016 2017 2019 2021 2022 2023 Subscribers Basic plans 1,208,635 / 78% 781,323 / 50% 1.5 mi 1.5 mil Dependents Medicare plans 769,926 / 50% 342,614 / 22% 2023 2023

¹ Health Benefits Program data is reported for the calendar year.

² Enrollment data is as of November 1, 2023 to provide up-to-date enrollment information on members in the program.

Continued »

Active members

1,027,116 / 66%

Retired members

524,133/34%

1.5 mi

Enrollment & Health Plans²

Enrollment by Employer (2023)



Enrollment by Employer & Group Type (2023)

Active Retired	213,947 122,971	256,547 60,053	470,494 183,024	12%
Active	215,947	256,547	470,494	50%
	212 0 4 7		470 404	30%
PA ³ & Schools	336,918	316,600	653,518	42%
Retired	212,046	129,063	341,109	22%
Active	232,359	324,263	556,622	36%
State	444,405	453,326	897,731	58%
	Subscribers	Dependents	Total Covered Lives	%

Rural⁴ Access (2023)

45,518

Rural health plan members who have access to our high-quality health plans.

Enrollment by Geography (2023)

Health Plans⁵ (2023)

Total	1,551,249	100%
Out-of-state	91,618	6%
In-state rural	45,518	3%
In-state urban	1,414,113	91%
	Enrollment	%

Enrollment by Plan Type (2023)



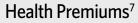
² Enrollment data is as of November 1, 2023 to provide up-to-date enrollment information on members in the program.
 ³ Public Association (A)

³ Public Agencies (PA).

⁴ Rural is defined as a California service area without access to an HMO plan. This includes the following 15 counties: Alpine, Calaveras, Del Norte, Inyo, Lake, Lassen, Modoc, Mono, Plumas, Shasta, Sierra, Siskiyou, Tehama, Trinity, and Tuolumne.

⁵ Health insurers and plans available in Calendar Year (CY) 2023.

⁶ Basic and Medicare plans available to members who pay applicable dues.



Premiums by Coverage Type (2022)



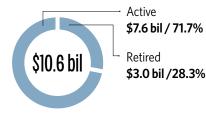
Basic plans **\$9.2 bil / 87.2%**

Medicare plans **\$1.4 bil / 12.8%**

Premium Changes by Coverage Type

Overall	2.33%	1.16%	4.65%	4.32%	4.86%
Association Plans	5.1%	6.6%	6.8%	4.5%	(1.3%)
PPOs	(2.0%)	3.7%	(2.5%)	(0.6%)	5.5%
HMOs	4.3%	(1.2%)	6.1%	(4.5%)	(6.4%)
Medicare plans	1.0%	1.6%	1.7%	(2.3%)	(0.4%)
Association Plans	6.6%	3.7%	1.4%	3.6%	2.7%
PPOs	(2.5%)	2.8%	3.3%	8.5%	8.7%
HMOs	3.7%	0.4%	6.0%	4.4%	4.7%
Basic plans	2.5%	1.1%	5.1%	5.3%	5.5%
Plan Type	2018	2019	2020	2021	2022

Premiums by Member Type (2022)



Premiums by Employer Type (in billions)

Total	\$9.09	\$9.26	\$9.69	\$10.16	\$10.65
PA ³ & School	\$3.84	\$3.92	\$4.08	\$4.38	\$4.58
State	\$5.25	\$5.34	\$5.61	\$5.77	\$6.07
	2018	2019	2020	2021	2022

Member Out-of-Pocket Costs

Average Out-of-Pocket Annual Member Costs (2022)



Members' expenses for medical services and prescription drugs that are not reimbursed by insurance

Average Out-of-Pocket Annual Member Costs by Plan Type (2022)

Most of our health plans fall in the Platinum tier, meaning that more than 90% of benefit costs are covered by health plans. Such plans have higher premiums because they are shielding members from high out-of-pocket costs.

Average	\$309
PPO Medicare	\$285
HMO Medicare	\$288
PPO Basic	\$895
HMO Basic & EPO Basic	\$117
Plan Type	\$/yr

³ Public Agencies (PA).

⁷ Premiums are the estimated expenditures for the plan year. Estimates are determined by applying the corresponding year's premium amounts to the annualized January subscriber enrollment counts.

Health Member Chronic Conditions

Members' Chronic Conditions⁸ (2022)



Percentage of members who had one or more of top chronic conditions

Top Chronic Conditions (2022)

Chronic Condition	Population	Prevalence (%)
Basic plan members ⁹		
Hypertension	78,428	6.7%
Depression	70,512	6.0%
Diabetes	66,730	5.7%
Asthma	33,182	2.8%
Coronary artery disease	9,368	0.8%
Medicare plan members ⁹		
Hypertension	80,225	28.9%
Diabetes	46,328	16.7%
Coronary artery disease	21,924	7.9%
Depression	13,053	4.7%
Asthma	7,514	2.7%

Top High Cost Conditions (2022)

Chronic Condition	Total Cost (\$)
Diabetes	\$680,001,423
Osteoarthritis	\$495,950,687
Infections, Respiratory	\$412,917,672
Hypertension	\$315,787,056
Coronary artery disease	\$302,368,554

Health Benefits Program Contracting Employers¹⁰

Total Contracting Employers (2023)

1,166

Total number of public agencies participating in the CalPERS Health Program

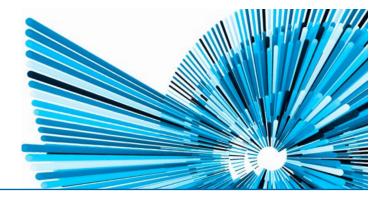
Public Agency & Schools Contracting Employers (2023)¹¹

Employer Type	No. of Employers
Cities	305
Counties	27
Courts	20
Schools	184
Special districts	630

⁸ The chronic conditions data was determined by identifying the number of unique members who experienced a medical occurrence during the year compared to the total membership.

⁹ Basic membership percentages based on 1,172,400 members (2022), Medicare membership percentages based on 277,710 members (2022).
 ¹⁰ CalPERS provides health benefits to State of California employees, retirees, and their dependents in addition to public agency and school contracting employers.

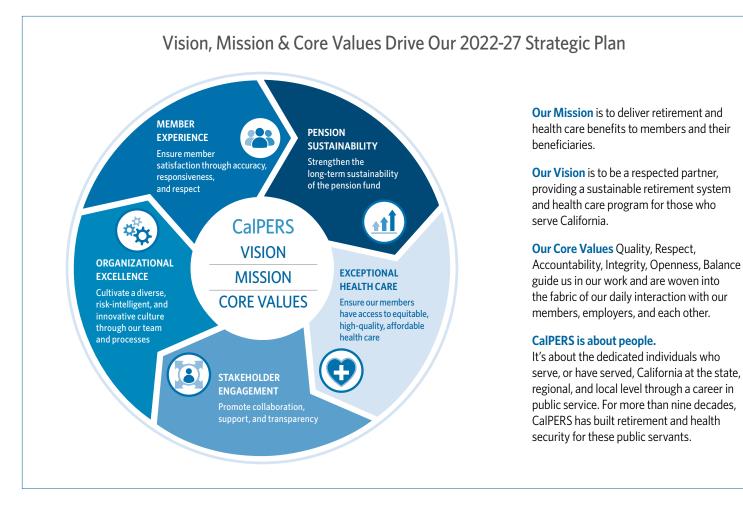
¹¹ Contracting employer count uses 2023 data to provide up-to-date information about employers participating in the health benefits program.



CalPERS Organization

A snapshot of our team members, dedicated to serving those who serve California.

CalPERS Organization



About CalPERS

Organization

As the nation's largest public pension fund, CaIPERS serves more than 2 million members in the retirement system and more than 1.5 million members in our health program. Learn more about our organization in the links below or at www.calpers.ca.gov.

- » Benefits Overview
- » Strategic & Business Plans
- » Pension & Investment Beliefs
- » Transparency & Accountability
- » CalPERS History & Story

Board of Administration

CalPERS is governed by a 13-member Board of Administration who are elected, appointed, or hold office ex officio. Learn more about it at www.calpers.ca.gov.

CalPERS Team

CalPERS Employees (FY 2022-23)

2,843

\$2.4 bil

Total number of authorized positions as approved by the CalPERS Board of Administration No change from previous FY

CalPERS Employee Diversity

Our team represents a multitude of races, ethnicities, generations, and cultural backgrounds reflective of the members we serve. Learn more about diversity at CalPERS on our website in the Commitment to Diversity, Equity & Inclusion Report.

CalPERS Budget

CalPERS Budget (FY 2023-24)

†11.8% change

from previous FY

CalPERS Total Budget (FY 2023-24, in thousands)

Subtotal operating costs	\$790,018	
Administrative operating costs	\$616,670	
Investment operating costs	\$150,595	
Headquarters building costs	\$22,753	
Subtotal fees	\$1,653,542	
Investment external management fees	\$1,368,386	
Third-party administrator fees	\$285,156	
Total budget	\$2,443,560	

CalPERS Customer Service & Outreach

One-on-One Member Appointments (FY 2022-23)



Customer Service & Outreach (FY 2022-23)

Member Customer Service:

Calls and emails received by CalPERS member contact center	1,506,664
Average call time	4.6 min
Number of written pension estimates provided	34,412
Members attended benefit education events (five CBEEs)	8,903
Employer Customer Service:	
Calls and emails received by CalPERS employer contact center	115,739
Employer participants attended education event (Ed Forum, 2022)	889
Stakeholder Outreach:	
Stakeholder meetings & events	64
Stakeholder webinar participants (five webinars)	1,719

CalPERS Board of Administration (as of June 30, 2023)



Theresa Taylor, President State Member Representative



David Miller, Vice President All Member Representative



Malia M. Cohen Ex Officio Member California State Controller



Fiona Ma Ex Officio Member California State Treasurer



Lisa Middleton Governor Appointee Local Government Elected Official



Eraina Ortega Ex Officio Member California Department of Human Resources



Jose Luis Pacheco All Member Representative



Kevin Palkki School Member Representative



Ramón Rubalcava Public Representative Appointed Jointly by the Senate Rules Committee and Speaker of the Assembly



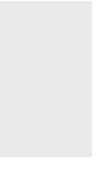
Yvonne Walker Retired Member Representative



Mullissa Willette Public Agency Member Representative



Dr. Gail Willis Ex Officio Member State Personnel Board Representative



Vacant Governor Appointee Insurance Industry Representative

CalPERS Executive Officers (as of June 30, 2023)



Marcie Frost Chief Executive Officer



Michael Cohen Interim Chief Operating Investment Officer



Douglas Hoffner Chief Operating Officer



Matthew G. Jacobs General Counsel



Stephenson Loveson Chief Information Officer



Kim Malm Deputy Executive Officer Customer Services & Support



Donald B. Moulds, Ph.D. Chief Health Director



Nicole Musicco Chief Investment Officer



Michele Nix Acting Chief Financial Officer



Brad W. Pacheco Deputy Executive Officer Communications & Stakeholder Relations



Scott Terando Chief Actuary



Marlene Timberlake D'Adamo Chief Diversity, Equity, & Inclusion Officer



Michelle Tucker Human Resources Director

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California Public Employees' Retirement System 400 Q Street P.O. Box 942701 Sacramento, CA 94229–2701 www.calpers.ca.gov

December 2023.12.01 (D)

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT / AGENDA REPORT

TO: BOARD OF DIRECTORS

- FROM: MARY OTTEN, GENERAL MANAGER By: Nick Marienthal, Park Supervisor
- DATE: November 6, 2024

SUBJECT: CONSIDERATION AND APPROVAL FOR A NEW FIVE YEAR LANDSCAPE MAINTENANCE CONTRACT WITH SHOWSCAPES, INC.

BACKGROUND

The District has used contractual landscape maintenance services to manage its park sites for over a decade. By 2013, Staff expanded the contract to include more sites based on an internal assessment. In July 2013, Quality Landscape was awarded a new contract covering 25 sites. Subsequently, in 2018, the District transitioned to a three-year contract with Natural Green Landscape, which was extended twice, ultimately reaching a total of seven years. This current contract with Natural Green is set to expire on February 2, 2025. To ensure continuity and maintain service levels, the District released a new Request for Proposals (RFP) in September 2024.

ANALYSIS

On September 5, 2024, the District issued its fourth Request for Proposal (RFP) for landscape maintenance services. A mandatory job walk was held on September 24, 2024, with ten vendors participating. The proposal submission deadline was October 10, 2024, and the District received six qualified proposals.

Service Provider	Bid Total
ShowScapes	\$1,067,844.00
Natural Green Landscape	\$1,213,345.56
Green Coast Landscape	\$1,398,060.00
Venco Western Inc.	\$1,508,412.00
Mariposa Landscape	\$1,890,701.40
Brightview Landscape	\$2,582,295.00

On October 15, 2024, Staff conducted interviews with the three lowest responsible bidders. These interviews provided an opportunity for contractors to present company background, discuss contract expectations, and address any general inquiries. After reviewing the RFP packages, conducting interviews, checking references, and verifying insurance documentation, ShowScapes was identified as the recommended contractor. ShowScapes demonstrated their ability to meet the service requirements at the proposed pricing.

Based on the interviews and overall qualifications of the bidders, Staff is recommending that the Board of Directors approve the contract proposal from ShowScapes and enter into an initial five-year agreement, effective February 3, 2025. The 5-year cost breakdown is provided below:

	Year 1	Year 2	Year 3	Year 4	Year 5
ShowScapes Landscaping Contract	\$ 203,988.00	\$ 206,904.00	\$ 214,308.00	\$ 218,592.00	\$ 224,052.00
Monthly	\$ 16,999.00	\$ 17,242.00	\$ 17,859.00	\$ 18,216.00	\$ 18,671.00

FISCAL IMPACT

The Board of Directors adopted the Fiscal Year 2024-2025 budget at the July 3, 2024 Board meeting, which contained a landscape budget of \$215,766.00. With ShowScapes' bid coming in at \$203,988.00, or \$16,999.00 per month for the first year, and the contract taking effect in February of 2025, there would be cost savings of \$9,942 in Fiscal Year 2024-2025.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Strategy:

• **1.0**-Sustained Financial Stability: to ensure the short and long-term fiscal health of the District. To do this, our strategy is to utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

RECOMMENDATION

It is recommended the Board of Directors authorize and approve the General Manager to enter into a five-year professional services agreement with ShowScapes, Inc. for landscape maintenance at twenty-five of the District's park sites.

ATTACHMENTS

- 1) RFP Submittal ShowScapes (51 pages)
- 2) Professional Services Agreement (12 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES SPECIFICATION NO. LSM-25-30



RFP RELEASE DATE: September 5, 2024

PROPOSALS DUE: October 10, 2024, by 10:00 AM

DELIVER PROPOSALS TO:

Pleasant Valley Recreation & Park District Attn: Nick Marienthal, Park Supervisor 1605 E. Burnley Street, Camarillo, CA 93010 Phone: (805) 482-1996

PLEASANT VALLEY RECREATION & PARK DISTRICT NOTICE INVITING PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES FOR PLEASANT VALLEY RECREATION AND PARK DISTRICT – SPEC NO. LSM 25-30

1.1 ANNOUNCEMENT

The Pleasant Valley Recreation and Park District (District) is soliciting proposals from qualified firms to provide all labor, services, materials, and equipment to perform work for weekly landscape maintenance for the District per the attached Proposal Terms and Conditions and Specifications.

1.2 PROCEDURES INVITING PROPOSALS

Submitted proposals shall comply with the procedures set forth in the GENERAL REQUIREMENTS of these documents.

The RFP documents may be obtained from the District's Administrative office located at 1605 E. Burnley St, Camarillo, California, (805) 482-1996, for a copy fee of \$.25 per page or on the District website for free at: www.pvrpd.org.

INSTRUCTIONS TO BIDDERS:

- SEALED bids, addressed to the Pleasant Valley Recreation and Park District –1605 E. Burnley St. Camarillo California 93010, Attention: Nick Marienthal, Park Supervisor must be received at the above address no later than October 10, 2024, at 10:00 AM for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary for park landscape maintenance at the specifications and standards listed in these bid documents.
 - Bids shall be submitted in sealed envelopes using the Proposal form furnished with this bid document.
 - Sealed envelopes shall be clearly marked on the outside as follows: SPEC
 NO. LSM-25-30 with the name of the submitting Vendor in the upper lefthand corner of the envelope.
- 2. Addendum: All questions must be emailed only and must be received by September 30, 2024, at 5:00 PM. Only answers issued by Addenda will be binding. All addenda will be published/posted on the Pleasant Valley Recreation and Park District's website: www.pvrpd.org. Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.
- 3. The District also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in

favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, the District reserves the right to consider the most advantageous bid thereof or to reject the bid.

- 4. The Contractor's bid shall include the sum total of the base bids, individual bid forms and unit prices as outlined in the Bid Tabulation Form.
- 5. All companies bidding on this project must include the information outlined in the ITEMS TO BE INCLUDED IN BID SUBMITTAL CHECKLIST such as performance bond, labor and material bond, statement of qualifications, list of subcontractors, list of equipment, references, list of proposed equipment, licenses, financial statements and other items requested in this bid document.
- 6. Any resulting contract is subject to Award of Bid and approval by the Pleasant Valley Recreation and Park District Board of Directors. Contingent on Board approval, the contract period is five years and four months; February 3, 2025 through June 30, 2030. It is expected that Bidders will be notified of bid results within 20 days of bid receipt. Bid price must be valid for ninety (90) days.
- 7. Any alterations, additions, or deletions, to either the instructions to bidders, or the proposal form shall constitute the bid(s) as unacceptable.
- 8. Contractor is required to provide the District with a Performance Bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to the District and are included in the total project cost(s).
- 9. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the total bid amount of the contract, payable to the District, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.

1.3 SUBMISSION OF PROPOSALS

Requirements for the RFP are enclosed. To be considered in the selection process:

- Interested parties shall submit one (1) original and four (4) copies of their proposal no later than **October 10, 2024, 10:00 AM**.
- No late proposals will be accepted.
- The original proposal shall be submitted in loose leaf format (unbound and unstapled). The five (5) copies of the proposal may be stapled. Proposals shall be submitted in a **SEALED** envelope to:

Pleasant Valley Recreation and Park District Attn: Nick Marienthal, Park Supervisor 1605 E. Burnley St. Camarillo CA 93010

Bids received after the above date and time will not be considered. FAXED OR EMAILED RESPONSES WILL NOT BE ACCEPTED.

1.4 FORM AND STYLE OF PROPOSALS

Proposals must be prepared on the forms provided with the PROPOSAL DOCUMENTS herein and must comply with the GENERAL REQUIREMENTS described herein. Proposers shall not change the wording of the forms except as required by any Addendum issued by the District.

1.5 TERM OF A CONTRACT FOR SERVICES

The terms of the contract will be for a five (5) year and four (4) month period from **February 3**, **2025**, through **June 30**, **2030**, with the option to renew for up to a maximum of two (2) additional one (1)-year periods for a combined maximum of seven (7) years. The optional renewal shall be at the District's sole discretion. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 120 days prior to Agreement expiration. Upon the provision of such notice by the District, an amendment to the Agreement will be presented to the District Board to extend the term.

1.6 CONTRACTOR'S LICENSE

At the time of "Award of Contract", the Contractor must have a valid California State Contractor's License with a classification of "C-27" in accordance with Provisions of Chapter 9, Division 111, Sections 7000 through 7145 of the Business and Professions Code of the State of California.

1.7 AFFIRMATIVE ACTION

The District hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

1.8 PRELIMINARY AWARD OF CONTRACT SCHEDULE

The following dates reflect the anticipated schedule for proposal solicitation, selection of Consultant and award of contract.

- Solicit Proposals for Services
- Mandatory Job Walk Tuesday
- Questions Due By
- Proposals Due
- Interviews (if needed)
- District Board Meeting

September 5, 2024 September 24, 2024, 10:00 AM **1605 East Burnley Street, Camarillo, CA** September 30, 2024, 5:00 PM October 10, 2024, 10:00 AM October 15-16, 2024 November 7, 2024 Contract Commences

1.9 RIGHT TO REJECT PROPOSAL(S)

The District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals or in the proposal process should it deem this necessary for the public good. The District also reserves the right to reject the proposal of any Proposer that has been delinquent or unfaithful in any former contract with the District. No Proposer may withdraw its proposal for a period of sixty (60) days after the date from the opening thereof. If the District cancels or revises this RFP, all firms invited to participate in the process shall be notified in writing.

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of the Proposal pursuant to this RFP, or to procure or contract for work.

All proposals submitted in response to this RFP become the property of the District and will ultimately become public records available for public review. The District reserves the right to request additional information or clarification during the evaluation process.

1.10 WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (IOC, 18A, 18C)] for Ventura County. Refer to https://www.dir.ca.gov/oprl/dprewagedetermination.htm for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (IOC, 18A, 18C)] for Ventura County. Refer to https://www.dir.ca.gov/oprl/dprewagedetermination.htm for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Camarillo Parks office, 480 Skyway Drive. Contractor further understands and agrees as follows:

- A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (<u>Labor Code §1775.</u>) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced (<u>Labor Code §1813</u>).
- B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection (<u>Labor Code §1776</u>).
- C. Contractor will comply with the statutory requirements relating to the employment of apprentices (Labor Code §1777.5.).
- D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.
- E. Contractor must secure the payment of workers' compensation to its employees as provided in <u>Labor Code §1860</u> and <u>§3700</u>. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the

payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)

F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the District harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

1.11 MANDATORY JOB WALK

There will be a mandatory job walk with the Park Supervisor and/or Designee on **September 24, 2024, at 1605 East Burnley Street, Camarillo, California 93010.** All contractors shall meet promptly at **10:00 AM**.

Proposers must participate in the walk-through inspection and familiarize themselves with any conditions that may affect performance and proposal prices. Any proposal received from a contractor that did not attend this walk-through meeting will be considered nonresponsive and rejected.

1.12 SPECIAL REQUIREMENTS FOR WORK ON SCHOOL PREMISES

None. This project does not involve work on school premises.

1.13 CONTRACTOR'S EXAMINATION OF SITE

Each contractor shall carefully examine each site of the proposed work and the contract documents herein. It will be assumed that the contractor has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract and specifications.

1.14 EXECUTION OF CONTRACT; SUFFICIENCY OF INSURER AND SURETIES

The contractor to whom award is made shall execute a written contract with the District on the form agreement provided below and shall provide proof of all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award.

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

(a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; (b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of contractor to deliver these documents by the time of execution of the agreement shall require the District to refrain from entering the agreement, as contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the *Bond and Undertaking Law, Code of Civil Procedure 995.660.* Upon receipt of any bonds, the District shall contact the bond company to verify the bond's validity.

1.15 EMERGENCY INFORMATION

The names and telephone numbers of the contractor and its representatives shall be filed with the Department of Parks prior to beginning work to ensure contractor availability and response as required for emergency landscape repairs or remediation.

1.16 OTHER PERMITS, FEES, AND LICENSES

The Contractor shall, prior to the start of work, **possess a valid City of Camarillo business license**, **A D.I.R number**, **State of California C-27 Landscape Contractor's license and a pesticide applicators/operators' certificate** for the duration of the contract.

or

PLEASANT VALLEY RECREATION & PARK DISTRICT NOTICE INVITING PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES FOR PLEASANT VALLEY RECREATION AND PARK DISTRICT SPEC NO. LSM 25-30

GENERAL REQUIREMENTS

Each proposer is instructed to carefully examine all of the Proposal Documents which will form a part of the Agreement; namely, the Request for Proposals, including these General Requirements, the Contract Services Agreement and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

- 1. Each proposer is required to become familiar with the Scope of Services, Technical Provisions and General Requirements of the services to be performed pursuant to the Contract Services Agreement. The District will assume that each proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, all work sites, and the materials and equipment to be furnished.
- 2. The undersigned fully understands the Scope of Services attached to the Landscape Maintenance Services Agreement and has checked carefully all words and figures inserted in his/her Proposal Documents and he/she further understands that the District will in no way be responsible for any errors or omissions in the preparation of the proposal.
- 3. Proposals shall be made on the forms (Proposal Documents) provided by the District. Each proposal shall be signed by an authorized representative of the proposer and shall guarantee compliance with all contract documents or, in the alternative, list any exceptions taken to the contract documents.
- Complete proposals must be submitted to the District's Office located at 1605 E Burnley Street, Camarillo, California 93010 on or before the date and time specified in the Request for Proposals.
- 5. The fee proposal shall be submitted in a separate, sealed envelope.
- 6. Proposals shall include a list of cities, counties, or other public agencies for which the proposer has provided landscape maintenance services during the past five (5) years. Said list shall include the current name and telephone number of the proposer's contact person.

*<u>NOTE</u>: A proposer must have a current (within past two (2) years) landscape maintenance service contract with a municipality or special park district of equivalent size and equivalent landscape services *INCLUDING* specialized sports turf maintenance, and/or golf course maintenance to be deemed a qualified company.

7. Proposals shall include a list of ALL equipment that will be used for landscape maintenance.

- 8. Proposals will be evaluated based on:
 - a. Qualifications of the Proposer
 - b. References
 - c. Proposed Fee The District need not select the lowest cost proposal but may choose according to what is in the best interest of the District. Awards shall be made to the lowest responsive and responsible proposer whose proposal is determined to be the most advantageous to the District.
 - d. Completeness of the proposal and compliance with the required format.
 - e. Understanding of general park procedures and requirements as per the Public Contract Code, and any additional procedures explained during the Mandatory Job Walk.
 - f. Experience in landscape services for similar sized projects.
 - g. Experience and qualifications of the proposer, its work force members and stability of the firm.
- 9. Upon receipt of the submittals, the District may select the most qualified proposer in a "one-step" process or may conduct interview(s) with some of the proposers. The proposed fee shall be submitted under separate, sealed cover. The District may/will negotiate a final scope and fee with the most qualified contractor as determined by District staff in its sole discretion.
- 10. Upon completion of the evaluation and selection process, the District's Park Services Manager or designee will make a recommendation to the District Board of Directors regarding the award of the contract.
- 11. The District is not obligated to award a contract and reserves the right to reject all proposals.
- 12. Following the award of the contract, a Landscape Maintenance Services Agreement, substantially in the form attached hereto, shall be executed by and between the selected contractor and the District. Each proposer must review the attached Agreement carefully as it contains many details and requirements not set forth in these General Requirements or elsewhere.
- 13. The undersigned shall execute the Landscape Maintenance Services Agreement and furnish the certificates of insurance after notice of acceptance of the proposal by the District and prior to commencing services.
- 14. The contract shall commence **February 3, 2025**, through **June 30, 2030**, with annual renewal options as described above.
- 15. The District desires a fair, equitable, competitive, and timely contract award. Therefore, from the time the District issues the Request for Proposals and until the District Board of Directors receives District Staff's recommendation for contract award, all contact with the District shall be through:

Nick Marienthal, Park Supervisor Pleasant Valley Recreation and Park District 1605 E. Burnley St. Camarillo, CA 93010 Telephone: (805) 482-1996 ext. 304 <u>nmarienthal@pvrpd.org</u>

During this period of restricted contact any attempt by a proposing contractor, its representative or agent to contact, lobby or make a representation to a member of the District Board, or any other official, employee, or agent of the District, other than the designated District contact, will be grounds for disqualification. It is the responsibility of each proposer to make its own estimates prior to submitting its proposal and to base its proposal cost on its own estimates or assessments. Each proposer shall carefully examine the facilities of the proposed maintenance work. The submission of a proposal shall be prima facie evidence that the proposer has investigated and is satisfied that it understands the conditions to be encountered.

All proposals shall include the following executed documents, signed by people authorized to bind the proposer, to be submitted with each written proposal:

- 1. General Requirements (signed)
- 2. Current existing D.I.R (Department of Industrial Relations) Number
- 3. Proposal and Proposer's Certification(s)
- 4. List of Qualifications (References' List)
- 5. List of Equipment / Equipment Plan
- 6. Statement of Transition Plan
- 7. Staff Allocation / Organizational Chart
- 8. Faithful Performance Bond (see Bonding Requirements in Notice of Invitation of Proposals)
- 9. Labor and Material Bond
- 10. Financial Information
- 11. List of Subcontractors
- 12. Schedule of Holidays off

We have read and understand the General Requirements of the Pleasant Valley Recreation and Park District's Request for Proposal for Landscape Maintenance Services.

(Signatures on next page)

SIGNATURE: JERRY OR KIMBERLY MONAHAN

DATE: OCTOBER 3, 2024

NAME (PRINT): JERRY MONAHAN

TITLE: PRESIDENT

COMPANY: SHOWSCAPES

COMPANY ADDRESS: 1200 PASEO CAMARILLO, CA 93010

DIR #: 2000005369

CONTACT PERSON: KIMBERLY MONAHAN

PHONE NUMBER: 805-484-5849

EMAIL: KIMBERLY@SHOWSCAPES.NET

(CHECKLIST ON NEXT PAGE)

PROPOSER'S CHECKLIST

These items are to be turned in with your sealed bid or proposal.

General Requirements - Signed	
D.I.R. (Department of Industrial Relations) Number	U
Proposal & Bid Tabulation Forms (Exhibit B)	
List of Qualifications Form (Exhibit C)	
List of Equipment Form (Exhibit D)	
Statement of Transition Plan (Exhibit E)	
Faithful Performance Bond (Exhibit F)	
Labor & Material Bond (Exhibit G)	
Financial Information (Exhibit I)	Ø
List of Subcontractors – <i>if needed</i> (Exhibit J)	Ø
Schedule of Holidays Off (format of your preference is acceptable)	

Please ensure any additional pages are attached to the appropriate exhibit form and/or sufficiently labeled with the appropriate subject of the page(s).

SCOPE OF WORK AND TECHNICAL PROVISIONS FOR PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES

The Landscape Maintenance Services contract will include services based on the outlined maintenance standards and specifications for a term of sixty-four (64) months beginning on **February 3, 2025,** through **June 30, 2030.**

The undersigned hereby submits this Proposal for Landscape Maintenance Services and stipulates thereto as follows:

1.1 FAMILIARITY WITH AGREEMENT REQUIREMENTS

The undersigned declares that he/she has carefully examined the location of the proposed services and Scope of Services, that he/she has examined the General Requirements and [Sample] Contract Services Agreement of the Pleasant Valley Recreation and Park District and all related documents.

1.2 BASIC CONTRACT

The undersigned hereby proposes to furnish all labor, equipment, tools, and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance Agreement as shown in the Contract Services Agreement. The following are monthly amounts and are to be paid to the proposer in equal monthly payments.

A.	PARK AREAS	

1.	Adolfo Park – 3601 Adolfo Rd.	\$ 462
2.	Arneill Ranch Park – 1301 Sweetwater Avenue	\$ 621
3.	Birchview Park – 5564 Laurel Ridge Lane	\$ 143
4.	Bob Kildee Community Park – 1030 Temple Avenue	<u>\$ 1748</u>
5.	Calleguas Creek Park – 675 Avenida Valencia	\$ 462
6.	Camarillo Grove Park – 6968 E. Camarillo Springs Rd.	\$ 462
7.	Carmenita Park – 1506 Sevilla St.	\$ 621

ITEM COST PER MONTH

8.	Charter Oak Park – 325 Charter Oak Drive	\$ 620
9.	Community Center Park – 1605 E. Burnley St.	\$ 780
10.	Dos Caminos Park – 2198 N. Ponderosa Rd.	\$ 780
11.	Encanto Park – 5300 Avenida Encanto	\$ 308
12.	Eldred Lokker Park – 848 Vista Coto Verde	\$ 940
13.	Foothill Park – 1501 Cranbrook St.	\$ 308
14.	Heritage Park – 1630 Heritage Trail	\$ 940
15.	Laurelwood Park – 2127 Dexter St.	\$ 308
16.	Mel Vincent Park – 668 Calistoga Rd	\$ 462
17.	Mission Oaks Park – 5501 Mission Oaks Blvd.	\$ 1258
18.	Nancy Bush Park – 1150 Bradford Ave.	\$ 462
19.	Pitts Ranch Park – 1400 Flynn Rd.	\$ 1748
20.	Springville Park – 801 Via Zamora	\$ 462
21.	Trailside Park – 5462 Cherry Ridge Drive	\$ 143
22.	Valle Lindo Park – 889 Aileen Street	\$ 1258
23.	Woodcreek Park – 1200 Woodcreek Rd.	\$ 143
24.	Woodside Park – 247 Japonica Ave.	\$ 620
25.	Quito Park – 7073 Quito Court	\$ 940
то	TAL MONTHLY - PARK AREAS	\$16,999.00

SCOPE OF WORK

- 2.1 Contractor shall provide at their own cost and risk All labor, equipment, materials, supplies, tools, and transportation including but not limited to:
 - Mowers, edgers, weed whips, and leaf blowers.
 - Hauling
 - Dumping
 - Trash Bags
 - Herbicides

And all other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

- 2.2 Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to the areas listed below:
 - Turf Management: routine mowing, trimming, weed abatement.
 - Hardscape Management: routine sweeping, litter and trash removal, and pressure washing, catch basins, storm drains, swale, driveway/aprons, parking lot and sidewalk.
 - Shrub/Pruning & Groundcover areas: routine weeding, cultivation, weed abatement, and pruning.
 - Tree Care: lifting limbs, remove broken branches.

2.3 MATERIALS, EQUIPMENT AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the park's facilities.

TECHNICAL PROVISIONS—PARKS MAINTENANCE SPECIFICATIONS

The desire and intent of the District is to maintain the landscaping and grounds maintenance for parks and facilities to achieve <u>world-class conditions</u> with little to no frustration on the part of the District or its residents.

The selected contractor will provide <u>MONTHLY REPORTS</u> documenting how the execution of the standards are being maintained at this level. To achieve this objective, the District submits these qualifying factors, inspection procedures, responsibilities/liabilities, and industry performance standards.

3.1 GENERAL STANDARDS AND PROCEDURES

- A. Contract payment will be **MONTHLY**, based on a detailed invoice provided to the District from the selected Contractor and submission of the required Monthly Report. The billing of services is on a per unit or per month price which are submitted as a total monthly price. Some services such as wasp/hornet treatment are not detailed and are included in the overall/total cost of the agreement.
- B. Work be conducted between 7:00 a.m. and 4:00 p.m., Monday through Friday.
- C. Additions to the Contract, i.e. amenities are based on unit prices as agreed upon in the bid (refer to Supplemental Unit Price Form), the District will request a proposal for additional services and will add it to the contract, at their discretion.
- D. Any measurements contained herein should only be used as an estimate. Contractor is responsible for accurate measurement of the park, turf areas, and landscape beds. All potential bidders should examine areas included in this bid to ensure accurate measurements and price quotes.
- E. Contractor must ensure adherence to all Federal, State, and Local laws and regulations.
- F. Contractor will be required to provide proper and verifiable insurance in the amounts identified in the bid packet.
- G. Proper and verifiable licenses to include, but are not limited to:
 - i. State of California Licensed Pesticide Applicator
 - ii. State of California Licensed Arborist
 - iii. Reclaimed Water Training
 - iv. Licenses shall be provided with the contract and not later than 10 days after an employee change has been made.

Copies of the certifications should be included in the bid submittal as supplemental information.

3.2 PARKS AND FACILITIES MAINTENANCE SCHEDULE

- A. Unless otherwise specified, Contractor shall provide a schedule for recurring (daily, weekly, monthly) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.
- B. For non-recurring (quarterly, bi-annually, annually, irregular schedule, as needed) grounds maintenance. Contractor shall submit a monthly work schedule that outlines work for the upcoming month no later than one-week prior to the start of the month.
- C. Any variations to the schedule may arise due to the following issues:

- i. Inclement weather conditions.
- ii. Emergencies as designated by the District.
- iii. Maintenance activities/noise may cause disruption.
- D. If a variation to the schedule prevents work to be carried out, Contractor will be required to notify the District. The Contactor will be required to resume work as soon as possible in accordance with the annual schedule and contract specifications.
- E. Contractor will be provided various schedules maintained by the District as pavilion and sport fields' reservation schedules and program and special event schedules in order to schedule maintenance accordingly.

3.3 PARKS AND FACILITIES INSPECTIONS AND REPORTS

The Contractor is to provide inspections and reports as indicated below. Inspections and reports are to be done by a competent and seasoned professional.

Inspection procedures:

- A. Daily reports (email and/or phone) are provided to the District when the Contractor becomes aware of acts of vandalism, safety issues, irrigation issues, etc. The primary point of contact for daily reports is the Parks Maintenance Manager or designee.
- B. Weekly site inspections (52 times a year). The Contractor shall perform weekly site inspections. Reports shall include verification of services performed, conditions of the park (i.e., turf appearance and health) and issues of concern. The Contactor and the District shall mutually agree as to the format of these weekly inspection reports.
- C. Monthly Report (12 times per year). The Contactor shall provide a monthly inspection for the site, which shall include the verification of services performed (time and date), and issues of concern (i.e., irrigation issues, basis insects, turf damage, weeds, fungus, disease, vandalism, rodents, safety hazards and Acts of God). Contactor and District shall mutually agree as to the format of these monthly inspection reports. <u>The monthly invoice shall not be processed without the</u> <u>Monthly Report.</u>
- D. Additional reports are required to be made by the Contractor as conditions warrant.
- E. The contractor must be able to respond and communicate via electronic mail daily.

3.4 CONTRACTOR RESPONSIBILITIES/LIABILITIES:

- A. Contractor must ensure the public's safety when performing services.
- B. Contractor shall adhere to image standards meaning each employee on site will be in a uniform (shirt, pants, and cap) and vehicles will be clean and marked with company name.
- C. Contractor shall behave and operate in an environmentally and

professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.

- D. Contractor shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.
- E. Contractor is responsible for repairing damage to the irrigation system caused by Contractor i.e. irrigation boxes being damaged or destroyed by mower blades.
- F. Contractor is responsible for damage to persons and property caused during the performance of contracted work.
- G. Emergency Services: Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.
- H. All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.
- I. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission (written or oral) of the District.
- J. Contractors must include a detailed **EQUIPMENT LIST** necessary to complete the work outlined in these specifications and submit with the bid and annual schedule.
- K. Contractor must include an organizational chart that identifies numbers of staff dedicated to this contract and their intended responsibilities.
- L. The Contractor will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, brick, pavers, glass, all weather turf, etc. that is caused by the Contractors errors, their failure to comply with the requirements of these specifications or equipment failure and will be assessed a fee. Tree and shrub values will be based on District's assessment and/or appraisal in accordance with Council of Tree and Landscape Appraisers or other mutually agreeable source.
- M. Contractor is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this contract. Contractor is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to applicable

licensing regulatory body. These records shall be provided to the District in the monthly reports.

- N. Contractor is responsible for public notification when pesticides are to be applied 72 hours in advance. Notification as is to include when, what, where, and how much. Verification of completion is to be noted.
- O. A Pollution Prevention Plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.
- P. If through inspection and verification, in the District's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedule and at the expense of the contractor.
- Q. In the event the contractor fails to accomplish any task under this scope of work, the District will provide reasonable notice to take corrective action. If the Contractor does not perform the service, the District may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due to the contractor for that monthly period based on the Unit Prices.
- R. Performance Bonds- Due no later than 90 days prior to each annual anniversary of the contract for the next contract year, for the next contract year (5 bonds total).

3.5 TURF MANAGEMENT

- A. The District utilizes a detailed, proactive approach to turf management. Including but not limited to: soil amendment, fertilization, fertigation, preand post-emergent herbicides, dethatching, aerating, proper mowing practices, etc.
- B. All Turf: these areas shall be inspected for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.
- C. A soil test will be conducted twice a year around mid-April and mid-October of each contract year.
 - i. The results of the soil test will determine the development of the turf management program and the Turf Action Schedule.
 - ii. Soil should be tested for, but not limited to, soil PH, NO3-N, Micronutrients, and Texture.
- D. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.

A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.

E. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight-line trimmers with a proper guide to facilitate neat, straight, and professional

edged appearance; freehand line trimming will not meet this requirement. All turf is to be debris, litter, and hole free. Holes are defined as a depression where a community member may trip and are bare of grass.

- F. Non-Sports Turf areas shall be cut to maintain a consistent year-round height of 2-3" for Tall Fescue.
- G. Alternating mow patterns is a Requirement to reduce "tracking."
- H. The contractor is responsible for ensuring a complete, thorough removal of all debris and at the completion of all mowing occurrences to include clumping or piles of grass.

3.6 HARDSCAPE MANAGEMENT

(routine sweeping, litter and trash removal, and pressure washing)

- A. Cracks in Hardscape areas apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, snack bar courtyard.
- B. Decomposed Granite apply Herbicide to ensure a weed free decomposed granite area (paths, trails, etc.).
- C. Blowing Removal of debris by blowing from parking lots, internal park pathways, play structures, and other hardscapes (parking areas and walkways) and softscape areas (i.e. decomposed granite) is to be done twice monthly.
- D. Unless identified otherwise below will occur fifty-two times (52) per year weekly.
- E. Playgrounds Safety Fall Surfacing- Maintain a level, debris free and safe play areas by way of raking, removing litter, spot treating weeds/grasses under swing sets, play equipment and general play area 104 times per year-two times per week (Monday, Friday).

3.7 INSECTICIDE SPECIFICATIONS

- A. The insecticide program shall maintain turf free of insects which includes, but not limited to, mole crickets, army worms, sod web worms, fire ants, cutter ants, grubs, chinch bugs and other invasive damaging insects yearround.
- B. The Turf Action Schedule should figure in Preventative applications as well as reactive applications. Insecticides will be figured into the base bid.
- C. Wasp/Hornet Control– shall occur as needed on and around the exterior of park buildings and restrooms to control wasp/hornets. Raid Wasp and Hornet Spray or an approved equal shall be used. Wasp control is an included cost and is not detailed out in the Individual Park Pricing Forms.

3.8 HERBICIDE SPECIFICATIONS

- A. Herbicides must be applied at maximum rates unless advised by the District.
- B. All applications must follow recommended re-entry periods. The re-entry

restriction or time interval is 24 hours from time of application for all herbicides.

- C. Post-emergency applications should be proactive based on weekly inspection findings, preferably contractor would have an in-house applicator rather than subcontracting this service.
- D. Herbicide cost should be figured into the base bid.
- E. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
- F. Spray reports to be submitted to District representative and county after each application.

3.9 PARK PROCEDURES

- A. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
- B. All turf is to be debris, and hole free. Holes are defined as a depression where a community member may trip or are bare of grass.
- C. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
- D. An edger shall be used in all areas where grass and concrete meet to maintain a neat and professional appearance.
- E. Any clumping or piles of grass is to be raked, mulched, or removed in order to keep a clean, green, and safe appearance. The contractor is responsible for ensuring a complete and thorough removal of all debris and litter at the completion of all mowing occurrences.

3.10 PRUNING

- A. Pruning of non-native, indigenous species shall create a uniformly dense plant. Selectively thin and tip back annually. Prune to enhance natural branching effect of plants. Do not change shape of shrubs by pruning.
- B. Only experienced personnel with proper abilities shall do pruning. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the park.
- C. Contractor shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed immediately. Tree and shrub branches should be pruned a minimum of 3' from all structures, buildings, light poles, AC units, fences, walkways, etc.
- D. Tree and shrub branches should be pruned and maintained a minimum of 3' from all structures, buildings, light poles, fences, AC units, walkways, etc.
- E. Broken or hanging limbs less than 10' feet from the ground or will impede pedestrian/vehicle passage shall be removed immediately.
- F. Pruning of formal shrub planting is minimal and shall be completed as

needed to result in a smooth, manicured appearance, at no additional cost.

- G. Low branches and sucker sprouts are to be removed as necessary throughout the year.
- H. Small or young trees are to be pruned (trained) during the fall and winter season.
- I. "Natural' areas are to remain in their natural native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lot, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
- J. All debris from pruning shall be removed from the site and disposed of at the contractor's cost.

3.11 MULCHING N/A

- A. Non-colored Native Hardwood Mulch, at least double ground and aged, shall be applied at rate of 3" depth at all landscaped beds and other areas as required. Natural areas are not to be mulched.
- B. Mulch shall be installed 4 inches to 6 inches away from on root flare or root collar of tree. "Volcano" mulch rings are not acceptable.

3.12 LANDSCAPED BEDS

- A. All landscape beds shall remain free of litter, debris, and weeds. *Weeds sprayed with herbicide must be manually removed after brown out.* All Landscape beds at the facility shall be hand weeded on a monthly basis (12 times per year).
- B. "Natural" areas are to remain in their natural native conditions with the exception of the removal of dead wood.
- C. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis at Pleasant Valley Fields facilities to achieve a smooth, manicured appearance within established boundaries. Any necessary restructuring shall be reviewed and mutually approved by the District and the contractor. Only experienced personnel with proper abilities shall do trimming/deadheading. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed. Excess horizontal growth shall be pruned at a minimum of 14" from building foundations.
- D. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty at Pleasant Valley Fields. This means to prune color after color fades.

3.13 EMERGENCY CONTACT

A. The Contractor shall respond to emergency or complaint calls regarding

conditions in landscaped areas, fallen trees or branches, or shrubs or trees that obstruct the driveways and/or pathways, and shall correct the problem or place warning signs and advise the District of the need for major work to be performed at no extra charge. The Contractor will also provide assistance and support in time of large (i.e., earthquakes, floods, fires, etc. natural disasters to help with removal and clean-up at additional charges based on the unit prices.

3.14 ADDITIONAL SERVICES:

In the case additional services are needed, in addition to the contract and at the discretion of the District, services will be charged based on The Supplemental Unit Cost Form.

- A. Tractor with Operator- Contractor shall provide a tractor (45 to 85 horsepower) with shovel/forks or other attachments that has Turf Tires mounted on it for a per hour basis.
- B. Top Dressing- Contractor shall provide a per 1,000 square foot cost of topdressing application, including rentals.
- C. Stump Grinding- Contractor will provide a price to grind a stump (all sizes) to 5" below grade.
- D. Tree Removal- Contractor will provide a price for the removal and legal disposal of trees 6 inch-15-inch diameter at breast height (DBH), 16 inch-22-inch DBH and 23-inch DBH via mechanical or non-mechanical means. Trees shall be removed to a height of 3" above grade.
- E. Irrigation Labor- The provision of an individual to make irrigation repairs on a per hour basis.
- F. 1-person and 2-person Crew Rate- The provision of a 2 or 3-person crew to complete park tasks on a per hour basis which is inclusive of truck and equipment- basic hand tools.
- G. Power Washing- Contractor shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Contractor may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect.
- H. Core Aeration- Core aeration to a depth of 6" and then mat drag all cores throughout areas that have been aerated.
- I. Mulch- Contractor will provide a per yard price with installation to install noncolored hardwood mulch at rate of 3" depth where specified.
- J. Hybrid Bermuda GN-1 Sod- Contractor will provide a price per 500 square feet of sod installed. Installation includes costs related to site preparation (removal of old sod) and fertilizer.
- K. Sod Cut Cost per square foot.
- L. Installation Cost per square foot.
- M. Pruning Vegetation and Trees-as identified in the Pruning section on a per hour basis which is inclusive of tools needed to conduct the task.
- N. Reel Mowing-use of at least a 72-inch reel mower and operator, with sharp

blades and maintained bed reels on a per square foot per occurrence basis.

- O. Rotary Mowing- use of at least a 48-inch walk and operator behind rotary mower with sharp blades on a per square foot per occurrence basis.
- P. Edging/Line Trimming- use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis per year basis.
- Q. Decomposed Granite Maintenance- Adding decomposed granite areas per the identical standards and specifications on a per square foot per year basis.
- R. Stock Vegetation- Contractor will provide a unit price installed and site preparation or the following vegetation. Price identified in the Unit Price Form is for the 2025 contract year. Prices for each subsequent contract year are due to the District no later New price each contract year due on February 15 of prevision contract year and must be approved by the District.

SPECIAL REQUIREMENTS

4.1 **DEFICIENCIES**:

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

- A. <u>Deficiency Notice</u>: The Contractor is required to correct deficiencies within five (5) working days after notification by District.
- B. <u>Withholding of Payment:</u> Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.
- C. <u>District's Right to Correct Deficiency</u>: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment.
- D. Description of Deficiencies:
 - a. **Performance deficiency**: Examples include failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.
 - b. Failure to comply with minimum District-defined manpower requirements: Deduction of \$100 per employee per workday.

- c. Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative: May result in a deduction of up to \$250 per instance per workday.
- d. **Failure to protect public health and/or correct safety concerns:** These include, but are not limited to, policing District property for hazards, responding to emergencies, providing adequate traffic control measures (per M.U.T.C.D. Guidelines). May result in a deduction of up to \$250 per occurrence.
- e. Failure to comply with water restrictions imposed by the Water Authority: May result in a deduction of up to \$250 per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.
- f. Major irrigation deficiencies shall be repaired within 12 hours and are subject to a deduction up to \$250 per occurrence.

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

4.2 FACILITY OUT OF USE

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

Contractor shall not be compensated for any park area or District facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or District facility is partially declared out of use, District and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

End of Park Maintenance Specifications

SUBMISSION OF BID

Sealed Bids must be submitted by October 10, 2024, at 10:00 AM

Pleasant Valley Recreation and Park District

Attn.: Nick Marienthal, Park Supervisor 1605 E. Burnley St. Camarillo CA 93010

Bids received after the above date and time will not be considered.

Note: Fax or emailed bids will not be accepted

EXHIBIT "B"

BID TABULATION & PROPOSAL

The monthly and annual compensation for the initial five years of the contract term and the optional term extensions will be the rates set forth below, which shall not be increased.

Contractor shall furnish all labor, equipment, tools, and materials to do all work necessary or incidental to complete the work in accordance with the Agreement at the following price:

	Term Year	Cost of Services Per Month
Park Landscape Maintenance	Year One	\$ 16,999.00
5 days x 52 weeks excluding observed	Year Two	\$ 17,424.00
holidays)	Year Three	\$17,859.00
	Year Four	\$18,216.00
	Year Five	\$18,671.00

Year One Total \$ _203,988.00	
Year Two Total \$ 206,904.00	
Year Three Total \$ _214,308.00_	
Year Four Total \$218,592.00	
Year Five Total \$ _224,052.00	1

Contract Total

\$ 1,067,844.00

One million, sixty-seven thousand, eight hundred and forty four dollars and zero cents (written amount)

In the event of an extension of the term of this Agreement, the maximum contract amount shall be increased by an amount equal to the pricing for the previous year multiplied by a fraction, the denominator of which shall be the Consumer Price Index (as hereinafter defined) figure published for June of the year prior to contract adjustment, and the numerator of which shall be the Consumer Price Index figure for June of the adjustment year (provided that such fraction shall not in any event be less than 1). For example, if the contract is being extended in 2028, the denominator would be the Consumer Price Index as of June 2027 and the numerator as of June 2028. As used herein, the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics' Consumer Price Index, All Urban Consumers, All-Items, for Los Angeles-Long Beach-Anaheim area.

SUPPLEMENTAL UNIT PRICES

2 Man Crew Rate		/hour
	\$90	/hour
Tractor with Turf Tires and Operator	\$295	/hour
Tractor Mowing	\$85	/acre
Topdressing	\$.03	/per 1,000 sq. feet (1/4" thick)
Stump Removal	\$395	/stump (all sizes)
Tree Removal	\$495	/tree (6 inch-15-inch DBH)
Tree Removal	\$995	/tree (16 inch-22-inch DBH)
Tree Removal	\$1795	/tree (23-inch DBH)
Fertilization Turf areas	\$.03	/1000 sq ft
Fertilization Shrub areas	\$.03	/1000 sq ft
Ground Cover (planter beds)	\$.03	/1000 sq ft
Herbicide pocket Gophers /Ground Squirrels	\$.07	/ sq ft
Thatch Removal	\$1050	/ per acre
Turf Renovation (site prep, seeding and top dressing	\$1150	/per acre
Broadcast Weed Control	\$895	/per acre
Core Aeration pto driven /drag the cores	\$2.95	/sq ft
Solid Tine Aeration using 1/2 tine	\$ 2.95	/sq ft
Reel Mowing	\$.003	/sq ft
Rotary Mowing	\$.003	/sq ft
Turf Edging and Trimming	\$.07	/linear ft
Irrigation Repair	\$75	/hour
Irrigation- Furnish and Install 1" brass valve	\$425	
Irrigation Valve 1 ½ Brass	\$525	
100' of Trench 18" deep	\$395	
Hybrid Bermuda Sod (GN-1)	\$985	/per 500 sq. feet
Fescue Sod	\$590	/per 500 sq. feet
Pressure Washing	\$.10	/sq ft
Pruning Vegetation and Trees	\$50/\$80	/hour
1 Gallon Plant	\$20	/each
5 Gallon Plant	\$40	/each
15 Gallon Plant	\$120	/each
Flat of Ground Cover	\$50	/each
Flat of Groundcover (Annuals)	\$40	/each
Flat of 4" Potted Annuals	\$45	/each
15 Gallon Tree – Standard Trunk	\$145	/each
15 Gallon Tree – Multi Trunk 24 Gallon Standard Trunk	\$165 \$295	/each /each

Supervisor day to day operations	\$ 75	/hour
Maintenance Worker	\$ 40	/hour
Irrigation Specialist	\$ 75	/hour
Pesticide Operator	\$ 75	/hour
General Labor	\$ 40	/hour
Equipment Operator (mower, Tractor, Dump Truck etc.)	\$ 65	/hour

BID PROPOSAL

Contractor shall provide all labor, materials, equipment, licensing, and supervision necessary for park maintenance at the standards, specifications and frequencies based in these bid documents. The contract term will be for a total of 64 months starting **February 3**, **2025**, and extending until **June 30**, **2030**, unless terminated for cause or extended per the terms of the contract. Bidders must complete all forms included in these bidding documents.

SUBMITTED TO:

Pleasant Valley Recreation and Park District Attention: Nick Marienthal, *Park Supervisor* 1605 E. Burnley St., Camarillo, California 93010

SUBMITTED BY:

SHOWSCAPES

(Legal Name of Company, Corporation or Joint Venture)

1200 PASEO CAMARILLO SUITE 255

CAMARILLO, CA 93010 805-484-5849

(Business Address and Telephone Number)

The undersigned, as bidder, declares that he has carefully examined the bid package in its entirety including addendums and exhibits, and has carefully examined the locations, conditions and classes of materials of the proposed work, and agrees that he will provide all necessary labor, machinery, licenses, tools, materials, supplies, apparatus, services, and other means of work, and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed herein and according to the accompanying bid schedule, which becomes part of this Bid.

Bidder binds himself, on acceptance of his bid, to execute a contract according to the prescribed forms, for performing the said work within the time stated, for the following sum. Please only fill out for the specific projects your firm is bidding:

In the event of a conflict between unit price and item total, unit price will govern.

It is understood and agreed that, if awarded the contract(s), the proposed work shall be

started February 3, 2025.

The undersigned certifies that the bid amounts contained in the Bid Proposal have been carefully checked and are submitted as correct and final, and these amounts will remain firm for 90 days following submittal.

Acknowledge Receipt of Addenda below with the date received and initials in the blank provided:

Addendum No. <u>1</u> Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		집안 가지 않는 것이 같이 많이 많이 했다.
By: <u>HSalymeneg</u> Seal (If Bidder is a Corporation)	_(Witness)	Signed JERRY MONAHAN_
		Title: PRESIDENT
		Date: 10/2/24
		By:
		Secretary of Corporation
		CAMARILLO, CA 93010
		City, State, and Zip Code
		805-484-5849
		Telephone Number

EXHIBIT "C"

LIST OF BIDDER'S QUALIFICATIONS

DATE SUBMITTED: _10/ 8 /24____

All questions must be answered, and the data given must be clear and comprehensive. *This* **statement must be notarized**. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information that is pertinent.

- 1. Name of Bidder: SHOWSCAPES_____
- 2. Permanent main office address: 1200 PASEO CAMARILLO #255, CAMARILLO CA 93010
- If a corporation, where incorporated: VENTURA COUNTY______
- 4. How many years have you been engaged in the park and landscape maintenance business? Under what firm or trade names and how long under each?

SAME TRADE NAME FOR OVER 30 YEARS

- Are you licensed as a contractor in the State of California? Yes_No____If "Yes", please provide contractor numbers? CA LIC. #797240 / C27
- 6. Please provide the current number of employees, in this branch that are classified as full time, part time, seasonal that work for the bidder and identify the number that have the primary function of administrative and production(field) work.

TOTAL EMPLOYEES: 138

7. Describe the current type of work performed by your firm?

LANDSCAPE MAINTENANCE/PEST CONTROL/PLANT HEALTH CARE/TREE TRIMMING/REMOVALS

8. Please attach a detailed inventory of current maintenance equipment owned and/or equipment needed to be acquired in the event of award of contract.

9. Has your firm ever failed to complete any work awarded to

you or exited a contract early? Yes,____No_ X__If "Yes", where, and why

10. Has your	firm ever	defaulted or been
termina	ated on a d	contract?
Yes	_No_X_	If "Yes", where, and
why		

11. List 5 projects of similar size and scope that your firm is currently under contract or has been previously under contract involving landscape, park, sports field, or golf-maintenance.

Firm Name Information	Contract Value	Contact
	All parks/baseball fields/soccer fields/trai \$267,600 Annual Tiffany Smith c. 805-4	
2. <u>Point Mugu Naval Ba</u>	se Housing/parks/sports fields. \$311,400) Annual Ernesto Osuna 805-394-9784
3. <u>Port Hueneme Naval</u>	Base Housing/parks/sports \$313,800 E	dgar Raigoza 805-827-1801

- 4. Catalina Heights Naval Base Housing/parks/sports \$135,600 Annual Gary Lauritson 805-419-4921
- 5. PV Soccer Complex | PV Fields \$256,480 Annual Nick Marienthal 805-482-1996
- 6. Liberty Military Housing, Murphy Canyon (housing/parks/baseball fields) \$1,743,600 Annual

District Office:; (o) 858.576.2254

12. Are any lawsuits pending against you or your firm currently?

Yes___No__X_If "Yes", PROVIDE DETAILS.

13. Have any charges been filed against you or your firm or the bidding entity with the California Center of Contract Compliance, the Equal Opportunity Commission, the State of California Civil Rights Commission, or any other similarly constituted entity

charged by any state or local government with the enforcement of antidiscrimination legislation or regulations?

	ation legislation or regulations? NoX_If "Yes", PROVIDE DETAILS.
14. Provide ba	ank reference: Juan Valencia, Mechanics Bank 805-389-6981
15. What are 1	the limits of your firm's public liability? DETAIL.
16. What is yo	our firm's bond limitations?
17. Please pro	ovide a detailed financial statement for your firm with the bid submittal. Attached
18. The unde corporatio	ersigned hereby authorizes and requests any person, firm, or n to furnish any information requested by the District in verification of s composing this Statement of Bidder's Qualifications.
DATE	DAT, thisday of October 2024
	Jerry Monahan Showscapes
	(Name of Bidder) By:(Signature)
TATE California	OF
OUNTY OF V	/entura
worn/Subscribed	d to before me personally appearedon thisday of つい

LIST OF EQUIPMENT

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

Jerry Monahan	SHOWSCAPES
PROPOSER'S NAME	COMPANY NAME
1200 Paseo Camarillo Suite 255, Camarillo	, Ca 93010
BUSINESS ADDRESS	
805-484-5849	
BUSINESS TELEPHONE NUMBER	
kimbery@showscapes.net	
BUSINESS EMAIL ADDRESS	
kimbery@showscapes.net	

List equipment owned by the quoting firm or subcontractors that is available for use on this contract. Provide type, make, and model year and must have Turf Tires for the Fields. Use additional sheets if necessary.

*** PLEASE SEE ATTACHED ***
Jam 2Ma-10/8/24
SIGNATURE OF CONTRACTOR DATE JERRY MONAHAN
NAME PRESIDENT
TITLE C24 LIC #797240
STATE CONTRACTOR'S LICENSE #

EXHIBIT "E"

STATEMENT OF TRANSITION PLAN

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

 Jerry Monahan
 SHOWSCAPES

 PROPOSER'S NAME
 COMPANY NAME

 1200 Paseo Camarillo Suite 255, Camarillo, Ca 93010
 BUSINESS ADDRESS

 805-484-5849
 BUSINESS TELEPHONE NUMBER

 kimberly@showscapes.net
 BUSINESS EMAIL ADDRESS

Proposer shall describe in full their plan for the transition from the existing force and how they intend to operate that transition in a smooth, workmanlike manner. Attach more pages, as necessary.

Showscapes's goal would be to make the transition as smooth as possible. Prior to starting the

contract, we would have a mow schedule in place and a weekly rotation schedule already for

each park. The team that is assigned to the parks crew would have already visited each park

prior to commencing, and a Supervisor would work along their side for the first few weeks to

ensure the rotation is accurate...the schedule may change slightly after we have boots on the

ground. Communication will play a key role with management and the team.

10/ 8 /24

SIGNATURE OF CONTRACTOR JERRY MONAHAN

DATE

NAME

PRESIDENT

TITLE

C27 LIC #797240

STATE CONTRACTOR'S LICENSE #

EXHIBIT "F"

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to _______, as Contractor ("Principal"), a Contract for the work entitled and described as follows LANDSCAPE MAINTENANCE SERVICES;

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

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

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

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

This bond is effective ___to ___. For future renewal periods a new bond may be provided, if a new bond is not provided the surety is not liable for claims on this bond arising out of or relating to events occurring outside the effective period of this bond.

IN WITNESS	WHEREOF,	we	have	hereunto	set	our	hands	and	seals	this	d	av	of
, 20												1	

	PRINCIPAL			SURETY
	Address of Surety:			
		CITY	STATE	ZIP
		TELEPHONE		
BY:(PF	RINCIPAL SEAL)	BY:(F	PRINCIPAL SEAL	.)

EXHIBIT "G"

LABOR AND MATERIAL BOND (PAYMENT BOND)

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to ______, as Contractor ("Principal"), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

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

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

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

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond. Contractor / Principal and surety shall pay reasonable attorney's fees incurred, but in no event shall the surety be liable in the aggregate for more than penal sum of this Payment Bond

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

This bond is effective ____to ____. For future renewal periods a new bond may be provided, if a new bond is not provided the surety is not liable for claims on this bond arising out of or relating to events occurring outside the effective period of this bond.

			0115
PRINCIPA	-		_SURET
	ADDRESS (DF SURETY	
	CITY	STATE	ZIP
	TELEPHON	E	
Y:(PRINCIPAL SEAL)	BY:	(PRINCIPAL SEAL)	

EXHIBIT "H"

PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST

PARK NAME:			M	Т	W	TH	F
NSPECTOR:DATE:							
Item to be Checked Provide a brief description of any necessary repairs on back of page.	ОК	Date Deficie Note	ncy			ate recteo	1
Turf Conditions							
1. Dry or hot spots / Wet spots							
2. Holes filled in / Gophers / Trash cleaned							
3. Weed Control /Fungus							
 Irrigation checks / leaks / valves / heads / quick couplers 							
Walkways / Parking Lot / Snack Bar Areas							
1. Even walking surface, clear of debris							
2. Raised concrete or asphalt				-			
3. Clean / free of graffiti							
Tree Condition							
1. Low hanging branches / dead limbs							
Softball Fields							10
1. Holes / lips on fields /							
2. Turf Edges							
3. Infield							~
Swale Area							
1. Gopher / Squirrel Control	1.000	21 - 12 - 12 - 12 - 12 - 12 - 12 - 12 -					
2. Weed control							-
3. Litter / Debris				+			
Fencing							
Good Condition, no openings, sharp edges, top/bottom not protruding							

Contractor / Landscape: note items not taken care of		
OTHER CONCERNS: (List them on a back sheet of this p	oaper)	
No Concerns		
Problem Fixed		
Potential Concerns		
Broken/Degraded		
Work Order Generated		
Requires Immediate Attention		

Exhibit "I"

FINANCIAL INFORMATION:

PROPOSER

1) Name of Proposer: JERRY MONAHAN | SHOWSCAPES_____

2) All DBA's Associated with Proposer TREESCAPES_____

3) Address of

Proposer ____1200 PASEO CAMARILLO #255, CAMARILLO, CA 93010_____

4) Proposer intends to operate the business with which this proposal is concerned as a Sole Proprietorship : Partnership **X; Corporation** ; Joint Venture ; or _____ Explain:

Signature

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

1.	Name in fullN/A
2.	Address
3.	Birth datePlace of Birth
4.	Social Security No
5.	State Driver's License No:

Partnership Statement

If a Partnership, answer the following:

Date of organization	N/A		
General Partnership [Limited Partnership			
Statement of Partnersh	ip recorded: Yes 🗌	No 🗌	
Date	Book	Page	County
Certificate of limited Pa	rtnership recorded: \	/es 🗌 No 🗌	
Date	Book	Page	County
Has the partnership dor	ne business in Ventu	ra County?	
Yes 🗌 No 🗌 Expla	ain:		
	General Partnership	Limited Partnership Statement of Partnership recorded: Yes Date Book Certificate of limited Partnership recorded: Yes Date Book Has the partnership done business in Ventue	General Partnership Limited Partnership Statement of Partnership recorded: Yes No Date Book Page Date Book Page Date Book Page Has the partnership done business in Ventura County?

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

Name of Partner	Address	Share

6.2.1	

Furnish the birth date, place of birth, Social Security No. and state driver's license 7. number of each person shown above.

- Attach a complete copy of Partnership Agreement. 8.
- Is the partnership now involved, or has it been involved, in any business enterprise 9. whatsoever?

If so, give full details:

CORPORATION STATEMENT

If a corporation, answer the following:

- 1. When incorporated?__1997____
- 2. Where incorporated?__VENTURA COUNTY_____
- 3. Is the corporation authorized to do business in California?
 - Yes

No If so, as of what date?

4. The corporation is held: Publicly Drivately X

5. If privately held, provide the following:

Name of Partner	Address	% of Stock Owned
JERRY MONAHAN	6741 BRADLEY RD SOMIS CA 93066	51%
KIM MONAHAN	6741 BRADLEY RD SOMIS CA 93066	49%

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

7. List the following:

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

Number of shareholders		

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

- 8. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and any person holding more than 10% of the outstanding stock.
- 9. Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown under Item No. 5 above.
 - Jerry Monahan, 3-11-63, CA 549-57-7504, CO392969
 - Kimberly Monahan, 12-7-77 CO 521-67-6809, B8426723
- 10. Is the corporation now involved, or has it ever been involved, in any business enterprise whatsoever? If so, attach full details.

JOINT VENTURE STATEMENT

lf	а	Joint	Venture,	answer	the	following:
----	---	-------	----------	--------	-----	------------

1. Date of organization ___N/A____

 Joint Venture Agreement or Statement recorded? Yes No
 Date Book Page County
 Has the Joint Venturer done business in Ventura County? Yes No
 When?

4. Name and address of each Joint Venturer:

Name	Address

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

If so, give full details:

FINANCIAL DATA

FINANCIAL STATEMENT

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

SURETY INFORMATION

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

Yes No X

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

BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes No X

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

PENDING LITIGATION

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

Showscapes Inc Profit and Loss January - July, 2024

But Keeper is July only up to July

	Total
Income	
Total Income	\$ 4,982,343.56
Cost of Goods Sold	
5000 Cost Of Goods Sold	
Total 5100 Direct Labor	\$ 2,857,810.70
Total 5200 Auto - Direct	\$ 319,846.40
Total 5300 Materials	\$ 468,044.95
Total 5400 Other Direct Exp	\$ 164,590.39
Total Cost of Goods Sold	\$ 3,810,292.44
Gross Profit	\$ 1,172,051.12
Expenses	
Total 6000 Selling and Advertising	\$ 20,131.42
7000 General and Admin Expenses	
Total 7100 General and Admin Wages	\$ 492,780.91
Total 7300 General and Admin - Other	\$ 411,752.03
Total 7000 General and Admin Expenses	\$ 904,532.94
Total Expenses	\$ 924,664.36
Net Operating Income	\$ 247,386.76
Other Expenses	
Total Other Expenses	\$ 1,661.00
Net Income	\$ 245,725.76

Monday, Oct 07, 2024 05:53:28 AM GMT-7 - Accrual Basis

Showscapes Inc Balance Sheet As of July 31, 2024

		Total
ASSETS		
Current Assets		
Total Bank Accounts	-\$	37,832.44
Total Accounts Receivable	\$	749,616.21
Other Current Assets		
Total Other Current Assets	\$	314,880.79
Total Current Assets Fixed Assets	\$	1,026,664.56
Total Fixed Assets	\$	936,724.89
Other Assets		
Total Intangibles	-\$	0.33
TOTAL ASSETS	\$	1,963,389.12
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Total Current Liabilities	\$	190,295.00
Total Long-Term Liabilities	\$	1,449,890.83
Total Liabilities	\$	1,640,185.83
Total Equity	\$	323,203.29
TOTAL LIABILITIES AND EQUITY	\$	1,963,389.12

Monday, Oct 07, 2024 06:22:20 AM GMT-7 - Accrual Basis

EXHIBIT "J"

LISTING OF SUBCONTRACTORS (Required with Bid Submittal)

N/A		
Subcontractor 1- Business Name:	Contact Name & Number:	
Area of Specialty:	# of Yrs. Contracted With:	
Subcontractor 2-Business Name:	Contact Name & Number:	
Area of Specialty:	# of Yrs. Contracted With:	
Subcontractor 3-Business Name:	Contact Name & Number:	
Area of Specialty:	# of Yrs. Contracted With:	

PLEASANT VALLEY RECREATION AND PARK DISTRICT CONTRACT SERVICES AGREEMENT FOR

LANDSCAPE MAINTENANCE SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 6th, day of November 2024, by ShowScapes and between the Pleasant Valley Recreation and Park District, a municipal corporation ("District"), and ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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

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

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

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

1.5 <u>Familiarity with Work.</u> By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed,

(b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation, therefore.

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

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

2.0 COMPENSATION

2.1 <u>Contract Sum</u>. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Bid Tabulation and Proposal" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of **One million sixty- seven thousand eight hundred forty four dollars** (\$1,067,844.00) ("Contract Sum") for contract years 1- through 5, except as provided in Section 1.6. In the event of an extension of the term of this Agreement pursuant to Section 3.4 the maximum contract amount shall be increased by an amount equal to the pricing for the previous year multiplied by a fraction, the denominator of which shall be the Consumer Price Index (as hereinafter defined) figure published for June of the year prior to contract adjustment, and the numerator of which shall be the Consumer Price Index figure for June of the adjustment year (provided that such fraction shall not in

any event be less than 1). For example, if the contract is being extended in 2028, the denominator would be the Consumer Price Index as of June 2027 and the numerator as of June 2028. As used herein, the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics' Consumer Price Index, All Urban Consumers, All-Items, for Los Angeles-Long Beach-Anaheim area.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Bid Tabulation and Proposal. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Bid Tabulation and Proposal. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

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

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

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

3.0 PERFORMANCE SCHEDULE

3.1 <u>Time of Essence.</u> Time is of the essence in the performance of this

Agreement.

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

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

3.4 <u>Term.</u> The term of this Agreement ("Term") shall be five (5) years and four (4) months from **February 3**, **2025** through **June 30**, **2030**. Upon mutual written agreement by both parties, the Term of this Agreement may be extended for two (2) additional one (1) year terms ("Renewal Term") on the same terms and conditions contained herein no less than 120 days prior to expiration of initial term or the then current renewal term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion.

4.0 COORDINATION OF WORK

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

It is expressly understood that the experience, knowledge, capability, and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced, nor may his

responsibilities be substantially reduced by Contractor without the express written approval of District.

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

5.1 <u>Insurance.</u> Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) <u>Commercial General Liability Insurance</u>. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to

2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.

(b) <u>Workers' Compensation Insurance</u>. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) <u>Automotive Insurance</u>. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

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

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

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

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

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

same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

5.2 Indemnification

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

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

5.3 Bonds Required

The required bonds in the amounts required shall be furnished by the Contractor to the District, on the forms set forth in Exhibit "F", "Faithful Performance Bond" and Exhibit "G", "Labor & Material Bond", attached hereto, and approved by the District to the commencement and throughout the duration of the work.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the ANNUAL prices stated in the bid. The Payment Bond (Labor and Material Bond) shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the contract of the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the ANNUAL prices stated in the bid.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The payment bond shall be unconditional and remain in force during the entire term of the contract agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein.

SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND: All insurers are to be rated "A" or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances. All sureties shall be admitted to surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the District object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the District the following documents:

(a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or

(b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

(c) Annual Bond renewals are due no later than 90 days prior to each annual anniversary of the contract's start date, for the next contract year.

Failure of Contractor to timely deliver these documents shall require the District to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond's validity.

6.0 RECORDS AND REPORTS

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

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

6.3 <u>Ownership of Documents.</u> All drawings, specifications, reports, records, documents, and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and

Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by District for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the District's sole risk and without liability to Contractor and the District shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event, Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

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

7.2 <u>Retention of Funds.</u> Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

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

7.4 <u>Termination Prior to Expiration of Term.</u> Either party may terminate this Agreement at any time without cause, upon 120 days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall

immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Bid Tabulation and Proposal and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered. Nothing herein contained shall be deemed a limitation upon the right of Contract Officer to terminate this Agreement at any time upon 30 days' written notice after default by Contractor and the failure of such party to cure such default after notice and opportunity to cure as provided in Exhibit "A."

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

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

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

8.2 <u>Conflict of Interest: District.</u> No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership, or association in which he is interested, in violation of any State statute or regulation.

8.3 <u>Conflict of Interest: Contractor.</u> Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict-of-interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District Clerk's office. Accordingly, should the District Manager determine that Contractor will be performing a specialized or general service for the District and there is substantial likelihood

that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents, or employees, as applicable, shall be subject to the District's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

9.5 <u>Corporate Authority.</u> The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and

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

10. <u>SIGNATURES</u> IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

DISTRICT:

PLEASANT VALLEY RECREATION & PARK DISTRICT, a municipal corporation

By: ____

Date:

Mary Otten, General Manager

ATTEST:

Date: _____

District Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Tiffany J. Israel, General Counsel

CONTRACTOR:

ShowScapes

a [California corporation]

By:_____ Name: Jerry Monahan Title: President

Ву: _____

Name: Click or tap here to enter text. Title: Click or tap here to enter text.

Address: ShowScapes 1200 Paseo Camarillo Suit 255 Camarillo, Ca. 93010

SCOPE OF WORK AND TECHNICAL PROVISIONS FOR PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES

The Landscape Maintenance Services contract will include services based on the outlined maintenance standards and specifications for a term of sixty-four (64) months beginning on **February 3, 2025,** through **June 30, 2030.**

The undersigned hereby submits this Proposal for Landscape Maintenance Services and stipulates thereto as follows:

1.1 FAMILIARITY WITH AGREEMENT REQUIREMENTS

The undersigned declares that he/she has carefully examined the location of the proposed services and Scope of Services, that he/she has examined the General Requirements and [Sample] Contract Services Agreement of the Pleasant Valley Recreation and Park District and all related documents.

1.2 BASIC CONTRACT

The undersigned hereby proposes to furnish all labor, equipment, tools, and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance Agreement as shown in the Contract Services Agreement. The following are monthly amounts and are to be paid to the proposer in equal monthly payments.

A.	PARK AREAS	
	and the second	

1.	Adolfo Park – 3601 Adolfo Rd.	\$ 462
2.	Arneill Ranch Park – 1301 Sweetwater Avenue	\$ 621
3.	Birchview Park – 5564 Laurel Ridge Lane	\$ 143
4.	Bob Kildee Community Park – 1030 Temple Avenue	<u>\$ 1748</u>
5.	Calleguas Creek Park – 675 Avenida Valencia	\$ 462
6.	Camarillo Grove Park – 6968 E. Camarillo Springs Rd.	\$ 462
7.	Carmenita Park – 1506 Sevilla St.	\$ 621

ITEM COST PER MONTH

8.	Charter Oak Park – 325 Charter Oak Drive	\$ 620
9.	Community Center Park – 1605 E. Burnley St.	\$ 780
10.	Dos Caminos Park – 2198 N. Ponderosa Rd.	\$ 780
11.	Encanto Park – 5300 Avenida Encanto	\$ 308
12.	Eldred Lokker Park – 848 Vista Coto Verde	\$ 940
13.	Foothill Park – 1501 Cranbrook St.	\$ 308
14.	Heritage Park – 1630 Heritage Trail	\$ 940
15.	Laurelwood Park – 2127 Dexter St.	\$ 308
16.	Mel Vincent Park – 668 Calistoga Rd	\$ 462
17.	Mission Oaks Park – 5501 Mission Oaks Blvd.	\$ 1258
18.	Nancy Bush Park – 1150 Bradford Ave.	\$ 462
19.	Pitts Ranch Park – 1400 Flynn Rd.	\$ 1748
20.	Springville Park – 801 Via Zamora	\$ 462
21.	Trailside Park – 5462 Cherry Ridge Drive	\$ 143
22.	Valle Lindo Park – 889 Aileen Street	\$ 1258
23.	Woodcreek Park – 1200 Woodcreek Rd.	\$ 143
24.	Woodside Park – 247 Japonica Ave.	\$ 620
25.	Quito Park – 7073 Quito Court	\$ 940
то	TAL MONTHLY - PARK AREAS	\$16,999.00

SCOPE OF WORK

- 2.1 Contractor shall provide at their own cost and risk All labor, equipment, materials, supplies, tools, and transportation including but not limited to:
 - Mowers, edgers, weed whips, and leaf blowers.
 - Hauling
 - Dumping
 - Trash Bags
 - Herbicides

And all other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

- 2.2 Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to the areas listed below:
 - Turf Management: routine mowing, trimming, weed abatement.
 - Hardscape Management: routine sweeping, litter and trash removal, and pressure washing, catch basins, storm drains, swale, driveway/aprons, parking lot and sidewalk.
 - Shrub/Pruning & Groundcover areas: routine weeding, cultivation, weed abatement, and pruning.
 - Tree Care: lifting limbs, remove broken branches.

2.3 MATERIALS, EQUIPMENT AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the park's facilities.

TECHNICAL PROVISIONS—PARKS MAINTENANCE SPECIFICATIONS

The desire and intent of the District is to maintain the landscaping and grounds maintenance for parks and facilities to achieve <u>world-class conditions</u> with little to no frustration on the part of the District or its residents.

The selected contractor will provide <u>MONTHLY REPORTS</u> documenting how the execution of the standards are being maintained at this level. To achieve this objective, the District submits these qualifying factors, inspection procedures, responsibilities/liabilities, and industry performance standards.

3.1 GENERAL STANDARDS AND PROCEDURES

- A. Contract payment will be **MONTHLY**, based on a detailed invoice provided to the District from the selected Contractor and submission of the required Monthly Report. The billing of services is on a per unit or per month price which are submitted as a total monthly price. Some services such as wasp/hornet treatment are not detailed and are included in the overall/total cost of the agreement.
- B. Work be conducted between 7:00 a.m. and 4:00 p.m., Monday through Friday.
- C. Additions to the Contract, i.e. amenities are based on unit prices as agreed upon in the bid (refer to Supplemental Unit Price Form), the District will request a proposal for additional services and will add it to the contract, at their discretion.
- D. Any measurements contained herein should only be used as an estimate. Contractor is responsible for accurate measurement of the park, turf areas, and landscape beds. All potential bidders should examine areas included in this bid to ensure accurate measurements and price quotes.
- E. Contractor must ensure adherence to all Federal, State, and Local laws and regulations.
- F. Contractor will be required to provide proper and verifiable insurance in the amounts identified in the bid packet.
- G. Proper and verifiable licenses to include, but are not limited to:
 - i. State of California Licensed Pesticide Applicator
 - ii. State of California Licensed Arborist
 - iii. Reclaimed Water Training
 - iv. Licenses shall be provided with the contract and not later than 10 days after an employee change has been made.

Copies of the certifications should be included in the bid submittal as supplemental information.

3.2 PARKS AND FACILITIES MAINTENANCE SCHEDULE

- A. Unless otherwise specified, Contractor shall provide a schedule for recurring (daily, weekly, monthly) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.
- B. For non-recurring (quarterly, bi-annually, annually, irregular schedule, as needed) grounds maintenance. Contractor shall submit a monthly work schedule that outlines work for the upcoming month no later than one-week prior to the start of the month.
- C. Any variations to the schedule may arise due to the following issues:

- i. Inclement weather conditions.
- ii. Emergencies as designated by the District.
- iii. Maintenance activities/noise may cause disruption.
- D. If a variation to the schedule prevents work to be carried out, Contractor will be required to notify the District. The Contactor will be required to resume work as soon as possible in accordance with the annual schedule and contract specifications.
- E. Contractor will be provided various schedules maintained by the District as pavilion and sport fields' reservation schedules and program and special event schedules in order to schedule maintenance accordingly.

3.3 PARKS AND FACILITIES INSPECTIONS AND REPORTS

The Contractor is to provide inspections and reports as indicated below. Inspections and reports are to be done by a competent and seasoned professional.

Inspection procedures:

- A. Daily reports (email and/or phone) are provided to the District when the Contractor becomes aware of acts of vandalism, safety issues, irrigation issues, etc. The primary point of contact for daily reports is the Parks Maintenance Manager or designee.
- B. Weekly site inspections (52 times a year). The Contractor shall perform weekly site inspections. Reports shall include verification of services performed, conditions of the park (i.e., turf appearance and health) and issues of concern. The Contactor and the District shall mutually agree as to the format of these weekly inspection reports.
- C. Monthly Report (12 times per year). The Contactor shall provide a monthly inspection for the site, which shall include the verification of services performed (time and date), and issues of concern (i.e., irrigation issues, basis insects, turf damage, weeds, fungus, disease, vandalism, rodents, safety hazards and Acts of God). Contactor and District shall mutually agree as to the format of these monthly inspection reports. <u>The monthly invoice shall not be processed without the</u> <u>Monthly Report.</u>
- D. Additional reports are required to be made by the Contractor as conditions warrant.
- E. The contractor must be able to respond and communicate via electronic mail daily.

3.4 CONTRACTOR RESPONSIBILITIES/LIABILITIES:

- A. Contractor must ensure the public's safety when performing services.
- B. Contractor shall adhere to image standards meaning each employee on site will be in a uniform (shirt, pants, and cap) and vehicles will be clean and marked with company name.
- C. Contractor shall behave and operate in an environmentally and

professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.

- D. Contractor shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.
- E. Contractor is responsible for repairing damage to the irrigation system caused by Contractor i.e. irrigation boxes being damaged or destroyed by mower blades.
- F. Contractor is responsible for damage to persons and property caused during the performance of contracted work.
- G. Emergency Services: Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.
- H. All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.
- I. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission (written or oral) of the District.
- J. Contractors must include a detailed **EQUIPMENT LIST** necessary to complete the work outlined in these specifications and submit with the bid and annual schedule.
- K. Contractor must include an organizational chart that identifies numbers of staff dedicated to this contract and their intended responsibilities.
- L. The Contractor will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, brick, pavers, glass, all weather turf, etc. that is caused by the Contractors errors, their failure to comply with the requirements of these specifications or equipment failure and will be assessed a fee. Tree and shrub values will be based on District's assessment and/or appraisal in accordance with Council of Tree and Landscape Appraisers or other mutually agreeable source.
- M. Contractor is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this contract. Contractor is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to applicable

licensing regulatory body. These records shall be provided to the District in the monthly reports.

- N. Contractor is responsible for public notification when pesticides are to be applied 72 hours in advance. Notification as is to include when, what, where, and how much. Verification of completion is to be noted.
- O. A Pollution Prevention Plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.
- P. If through inspection and verification, in the District's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedule and at the expense of the contractor.
- Q. In the event the contractor fails to accomplish any task under this scope of work, the District will provide reasonable notice to take corrective action. If the Contractor does not perform the service, the District may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due to the contractor for that monthly period based on the Unit Prices.
- R. Performance Bonds- Due no later than 90 days prior to each annual anniversary of the contract for the next contract year, for the next contract year (5 bonds total).

3.5 TURF MANAGEMENT

- A. The District utilizes a detailed, proactive approach to turf management. Including but not limited to: soil amendment, fertilization, fertigation, preand post-emergent herbicides, dethatching, aerating, proper mowing practices, etc.
- B. All Turf: these areas shall be inspected for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.
- C. A soil test will be conducted twice a year around mid-April and mid-October of each contract year.
 - i. The results of the soil test will determine the development of the turf management program and the Turf Action Schedule.
 - ii. Soil should be tested for, but not limited to, soil PH, NO3-N, Micronutrients, and Texture.
- D. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.

A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.

E. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight-line trimmers with a proper guide to facilitate neat, straight, and professional

edged appearance; freehand line trimming will not meet this requirement. All turf is to be debris, litter, and hole free. Holes are defined as a depression where a community member may trip and are bare of grass.

- F. Non-Sports Turf areas shall be cut to maintain a consistent year-round height of 2-3" for Tall Fescue.
- G. Alternating mow patterns is a Requirement to reduce "tracking."
- H. The contractor is responsible for ensuring a complete, thorough removal of all debris and at the completion of all mowing occurrences to include clumping or piles of grass.

3.6 HARDSCAPE MANAGEMENT

(routine sweeping, litter and trash removal, and pressure washing)

- A. Cracks in Hardscape areas apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, snack bar courtyard.
- B. Decomposed Granite apply Herbicide to ensure a weed free decomposed granite area (paths, trails, etc.).
- C. Blowing Removal of debris by blowing from parking lots, internal park pathways, play structures, and other hardscapes (parking areas and walkways) and softscape areas (i.e. decomposed granite) is to be done twice monthly.
- D. Unless identified otherwise below will occur fifty-two times (52) per year weekly.
- E. Playgrounds Safety Fall Surfacing- Maintain a level, debris free and safe play areas by way of raking, removing litter, spot treating weeds/grasses under swing sets, play equipment and general play area 104 times per year-two times per week (Monday, Friday).

3.7 INSECTICIDE SPECIFICATIONS

- A. The insecticide program shall maintain turf free of insects which includes, but not limited to, mole crickets, army worms, sod web worms, fire ants, cutter ants, grubs, chinch bugs and other invasive damaging insects yearround.
- B. The Turf Action Schedule should figure in Preventative applications as well as reactive applications. Insecticides will be figured into the base bid.
- C. Wasp/Hornet Control– shall occur as needed on and around the exterior of park buildings and restrooms to control wasp/hornets. Raid Wasp and Hornet Spray or an approved equal shall be used. Wasp control is an included cost and is not detailed out in the Individual Park Pricing Forms.

3.8 HERBICIDE SPECIFICATIONS

- A. Herbicides must be applied at maximum rates unless advised by the District.
- B. All applications must follow recommended re-entry periods. The re-entry

restriction or time interval is 24 hours from time of application for all herbicides.

- C. Post-emergency applications should be proactive based on weekly inspection findings, preferably contractor would have an in-house applicator rather than subcontracting this service.
- D. Herbicide cost should be figured into the base bid.
- E. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
- F. Spray reports to be submitted to District representative and county after each application.

3.9 PARK PROCEDURES

- A. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
- B. All turf is to be debris, and hole free. Holes are defined as a depression where a community member may trip or are bare of grass.
- C. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
- D. An edger shall be used in all areas where grass and concrete meet to maintain a neat and professional appearance.
- E. Any clumping or piles of grass is to be raked, mulched, or removed in order to keep a clean, green, and safe appearance. The contractor is responsible for ensuring a complete and thorough removal of all debris and litter at the completion of all mowing occurrences.

3.10 PRUNING

- A. Pruning of non-native, indigenous species shall create a uniformly dense plant. Selectively thin and tip back annually. Prune to enhance natural branching effect of plants. Do not change shape of shrubs by pruning.
- B. Only experienced personnel with proper abilities shall do pruning. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the park.
- C. Contractor shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed immediately. Tree and shrub branches should be pruned a minimum of 3' from all structures, buildings, light poles, AC units, fences, walkways, etc.
- D. Tree and shrub branches should be pruned and maintained a minimum of 3' from all structures, buildings, light poles, fences, AC units, walkways, etc.
- E. Broken or hanging limbs less than 10' feet from the ground or will impede pedestrian/vehicle passage shall be removed immediately.
- F. Pruning of formal shrub planting is minimal and shall be completed as

needed to result in a smooth, manicured appearance, at no additional cost.

- G. Low branches and sucker sprouts are to be removed as necessary throughout the year.
- H. Small or young trees are to be pruned (trained) during the fall and winter season.
- I. "Natural' areas are to remain in their natural native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lot, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
- J. All debris from pruning shall be removed from the site and disposed of at the contractor's cost.

3.11 MULCHING N/A

- A. Non-colored Native Hardwood Mulch, at least double ground and aged, shall be applied at rate of 3" depth at all landscaped beds and other areas as required. Natural areas are not to be mulched.
- B. Mulch shall be installed 4 inches to 6 inches away from on root flare or root collar of tree. "Volcano" mulch rings are not acceptable.

3.12 LANDSCAPED BEDS

- A. All landscape beds shall remain free of litter, debris, and weeds. *Weeds sprayed with herbicide must be manually removed after brown out.* All Landscape beds at the facility shall be hand weeded on a monthly basis (12 times per year).
- B. "Natural" areas are to remain in their natural native conditions with the exception of the removal of dead wood.
- C. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis at Pleasant Valley Fields facilities to achieve a smooth, manicured appearance within established boundaries. Any necessary restructuring shall be reviewed and mutually approved by the District and the contractor. Only experienced personnel with proper abilities shall do trimming/deadheading. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed. Excess horizontal growth shall be pruned at a minimum of 14" from building foundations.
- D. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty at Pleasant Valley Fields. This means to prune color after color fades.

3.13 EMERGENCY CONTACT

A. The Contractor shall respond to emergency or complaint calls regarding

conditions in landscaped areas, fallen trees or branches, or shrubs or trees that obstruct the driveways and/or pathways, and shall correct the problem or place warning signs and advise the District of the need for major work to be performed at no extra charge. The Contractor will also provide assistance and support in time of large (i.e., earthquakes, floods, fires, etc. natural disasters to help with removal and clean-up at additional charges based on the unit prices.

3.14 ADDITIONAL SERVICES:

In the case additional services are needed, in addition to the contract and at the discretion of the District, services will be charged based on The Supplemental Unit Cost Form.

- A. Tractor with Operator- Contractor shall provide a tractor (45 to 85 horsepower) with shovel/forks or other attachments that has Turf Tires mounted on it for a per hour basis.
- B. Top Dressing- Contractor shall provide a per 1,000 square foot cost of topdressing application, including rentals.
- C. Stump Grinding- Contractor will provide a price to grind a stump (all sizes) to 5" below grade.
- D. Tree Removal- Contractor will provide a price for the removal and legal disposal of trees 6 inch-15-inch diameter at breast height (DBH), 16 inch-22-inch DBH and 23-inch DBH via mechanical or non-mechanical means. Trees shall be removed to a height of 3" above grade.
- E. Irrigation Labor- The provision of an individual to make irrigation repairs on a per hour basis.
- F. 1-person and 2-person Crew Rate- The provision of a 2 or 3-person crew to complete park tasks on a per hour basis which is inclusive of truck and equipment- basic hand tools.
- G. Power Washing- Contractor shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Contractor may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect.
- H. Core Aeration- Core aeration to a depth of 6" and then mat drag all cores throughout areas that have been aerated.
- I. Mulch- Contractor will provide a per yard price with installation to install noncolored hardwood mulch at rate of 3" depth where specified.
- J. Hybrid Bermuda GN-1 Sod- Contractor will provide a price per 500 square feet of sod installed. Installation includes costs related to site preparation (removal of old sod) and fertilizer.
- K. Sod Cut Cost per square foot.
- L. Installation Cost per square foot.
- M. Pruning Vegetation and Trees-as identified in the Pruning section on a per hour basis which is inclusive of tools needed to conduct the task.
- N. Reel Mowing-use of at least a 72-inch reel mower and operator, with sharp

blades and maintained bed reels on a per square foot per occurrence basis.

- O. Rotary Mowing- use of at least a 48-inch walk and operator behind rotary mower with sharp blades on a per square foot per occurrence basis.
- P. Edging/Line Trimming- use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis per year basis.
- Q. Decomposed Granite Maintenance- Adding decomposed granite areas per the identical standards and specifications on a per square foot per year basis.
- R. Stock Vegetation- Contractor will provide a unit price installed and site preparation or the following vegetation. Price identified in the Unit Price Form is for the 2025 contract year. Prices for each subsequent contract year are due to the District no later New price each contract year due on February 15 of prevision contract year and must be approved by the District.

SPECIAL REQUIREMENTS

4.1 DEFICIENCIES:

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

- A. <u>Deficiency Notice</u>: The Contractor is required to correct deficiencies within five (5) working days after notification by District.
- B. <u>Withholding of Payment:</u> Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.
- C. <u>District's Right to Correct Deficiency</u>: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment.
- D. Description of Deficiencies:
 - a. Performance deficiency: Examples include failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.
 - b. Failure to comply with minimum District-defined manpower requirements: Deduction of \$100 per employee per workday.

- c. Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative: May result in a deduction of up to \$250 per instance per workday.
- d. Failure to protect public health and/or correct safety concerns: These include, but are not limited to, policing District property for hazards, responding to emergencies, providing adequate traffic control measures (per M.U.T.C.D. Guidelines). May result in a deduction of up to \$250 per occurrence.
- e. Failure to comply with water restrictions imposed by the Water Authority: May result in a deduction of up to \$250 per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.
- f. Major irrigation deficiencies shall be repaired within 12 hours and are subject to a deduction up to \$250 per occurrence.

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

4.2 FACILITY OUT OF USE

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

Contractor shall not be compensated for any park area or District facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or District facility is partially declared out of use, District and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

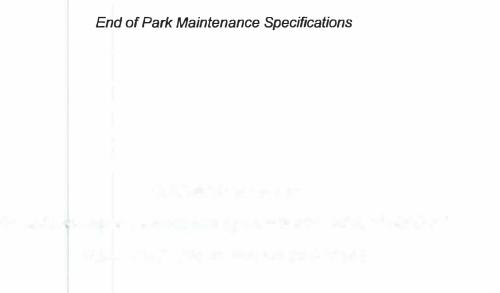


EXHIBIT "B"

BID TABULATION & PROPOSAL

The monthly and annual compensation for the initial five years of the contract term and the optional term extensions will be the rates set forth below, which shall not be increased.

Contractor shall furnish all labor, equipment, tools, and materials to do all work necessary or incidental to complete the work in accordance with the Agreement at the following price:

	Term Year	Cost of Services Per Month
Park Landscape Maintenance	Year One	\$ 16,999.00
5 days x 52 weeks excluding observed	Year Two	\$ 17,424.00
holidays)	Year Three	\$17,859.00
	Year Four	\$18,216.00
	Year Five	\$18,671.00

Year One Total \$ _203,988.00	
Year Two Total \$ 206,904.00	
Year Three Total \$ _214,308.00_	
Year Four Total \$218,592.00	
Year Five Total \$ _224,052.00	· · · ·

Contract Total

\$ 1,067,844.00

One million, sixty-seven thousand, eight hundred and forty four dollars and zero cents (written amount)

In the event of an extension of the term of this Agreement, the maximum contract amount shall be increased by an amount equal to the pricing for the previous year multiplied by a fraction, the denominator of which shall be the Consumer Price Index (as hereinafter defined) figure published for June of the year prior to contract adjustment, and the numerator of which shall be the Consumer Price Index figure for June of the adjustment year (provided that such fraction shall not in any event be less than 1). For example, if the contract is being extended in 2028, the denominator would be the Consumer Price Index as of June 2027 and the numerator as of June 2028. As used herein, the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics' Consumer Price Index, All Urban Consumers, All-Items, for Los Angeles-Long Beach-Anaheim area.

SUPPLEMENTAL UNIT PRICES

1 Man Crew Rate	\$45	/hour
2 Man Crew Rate	\$90	/hour
Tractor with Turf Tires and Operator	\$295	/hour
Tractor Mowing	\$85	/acre
Topdressing	\$.03	/per 1,000 sq. feet (1/4" thick)
Stump Removal	\$395	
Tree Removal	\$495	/stump (all sizes)
		/tree (6 inch-15-inch DBH)
Tree Removal	\$995	/tree (16 inch-22-inch DBH)
Tree Removal	\$1795	/tree (23-inch DBH)
Fertilization Turf areas	\$.03	/1000 sq ft
Fertilization Shrub areas	\$.03	/1000 sq ft
Ground Cover (planter beds)	\$.03	/1000 sq ft
Herbicide pocket Gophers /Ground Squirrels	\$.07	/ sq ft
Thatch Removal	\$1050	/ per acre
Turf Renovation (site prep, seeding and top dressing	\$1150	/per acre
Broadcast Weed Control	\$895	/per acre
Core Aeration pto driven /drag the cores	\$2.95	/sq ft
Solid Tine Aeration using ½ tine	\$ 2.95	/sq ft
Reel Mowing	\$.003	/sq ft
Rotary Mowing	\$.003	/sq ft
Turf Edging and Trimming	\$.07	/linear ft
Irrigation Repair	\$75	/hour
Irrigation- Furnish and Install 1" brass valve	\$425	
Irrigation Valve 1 ½ Brass	\$525	
100' of Trench 18" deep	\$395	
Hybrid Bermuda Sod (GN-1)	\$985	/per 500 sq. feet
Fescue Sod	\$590	/per 500 sq. feet
Pressure Washing	\$.10	/sq ft
Pruning Vegetation and Trees	\$50/\$80	/hour
1 Gallon Plant	\$20	/each
5 Gallon Plant	\$40	/each
15 Gallon Plant	\$120	/each
Flat of Ground Cover	\$50	/each
Flat of Groundcover (Annuals)	\$40	/each
Flat of 4" Potted Annuals	\$45	/each
15 Gallon Tree – Standard Trunk	\$145	/each
15 Gallon Tree – Multi Trunk	\$165	/each
24 Gallon Standard Trunk	\$295	/each

Supervisor day to day operations	\$ 75	/hour
Maintenance Worker	\$ 40	/hour
Irrigation Specialist	\$ 75	/hour
Pesticide Operator	\$ 75	/hour
General Labor	\$ 40	/hour
Equipment Operator (mower, Tractor, Dump Truck etc.)	\$ 65	/hour

BID PROPOSAL

Contractor shall provide all labor, materials, equipment, licensing, and supervision necessary for park maintenance at the standards, specifications and frequencies based in these bid documents. The contract term will be for a total of 64 months starting **February 3**, **2025**, and extending until **June 30**, **2030**, unless terminated for cause or extended per the terms of the contract. Bidders must complete all forms included in these bidding documents.

SUBMITTED TO:

Pleasant Valley Recreation and Park District Attention: Nick Marienthal, *Park Supervisor* 1605 E. Burnley St., Camarillo, California 93010

SUBMITTED BY:

SHOWSCAPES

(Legal Name of Company, Corporation or Joint Venture)

1200 PASEO CAMARILLO SUITE 255

CAMARILLO, CA 93010 805-484-5849

(Business Address and Telephone Number)

The undersigned, as bidder, declares that he has carefully examined the bid package in its entirety including addendums and exhibits, and has carefully examined the locations, conditions and classes of materials of the proposed work, and agrees that he will provide all necessary labor, machinery, licenses, tools, materials, supplies, apparatus, services, and other means of work, and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed herein and according to the accompanying bid schedule, which becomes part of this Bid.

Bidder binds himself, on acceptance of his bid, to execute a contract according to the prescribed forms, for performing the said work within the time stated, for the following sum. Please only fill out for the specific projects your firm is bidding:

In the event of a conflict between unit price and item total, unit price will govern.

It is understood and agreed that, if awarded the contract(s), the proposed work shall be

started February 3, 2025.

The undersigned certifies that the bid amounts contained in the Bid Proposal have been carefully checked and are submitted as correct and final, and these amounts will remain firm for **90 days** following submittal.

Acknowledge Receipt of Addenda below with the date received and initials in the blank provided:

Addendum No. 1		
Addendum No. 2 Addendum No. <u>3</u>		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		물건 이 집을 걸려 가지 않는 것이 같이 많을 것이다.
By: <u>HSslymby</u> Seal (If Bidder is a Corporation)	_(Witness)	Signed JERRY MONAHAN_
(, , p = _ , p = , p = ,		
		Title: PRESIDENT
		Date: 10/2/24
		By:
		Secretary of Corporation
		CAMARILLO, CA 93010
		City, State, and Zip Code
		805-484-5849
		Telephone Number

EXHIBIT "F"

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to _______, as Contractor ("Principal"), a Contract for the work entitled and described as follows LANDSCAPE MAINTENANCE SERVICES;

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

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

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

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

This bond is effective ___to ___. For future renewal periods a new bond may be provided, if a new bond is not provided the surety is not liable for claims on this bond arising out of or relating to events occurring outside the effective period of this bond.

IN WITNESS	WHEREOF,	we	have	hereunto	set	our	hands	and	seals	this	d	av	of
, 20												1	

	PRINCIPAL			SURETY
	Address of Surety:			
		CITY	STATE	ZIP
		TELEPHONE		
BY:(PI	RINCIPAL SEAL)	BY:(PRINCIPAL SEAL)

EXHIBIT "G"

LABOR AND MATERIAL BOND (PAYMENT BOND)

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to ______, as Contractor ("Principal"), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

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

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

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

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond. Contractor / Principal and surety shall pay reasonable attorney's fees incurred, but in no event shall the surety be liable in the aggregate for more than penal sum of this Payment Bond

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

This bond is effective ____to ____. For future renewal periods a new bond may be provided, if a new bond is not provided the surety is not liable for claims on this bond arising out of or relating to events occurring outside the effective period of this bond.

PRINCIPAL			_SURET
	ADDRESS	S OF SURETY	
	CITY	STATE	ZIP
	TELEPHO	DNE	
(PRINCIPAL SEAL)	BY:	(PRINCIPAL SEAL)	

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT / AGENDA REPORT

TO: BOARD OF DIRECTORS

- FROM:MARY OTTEN, GENERAL MANAGERBy: Matthew Parker, Park Services Manager
- DATE: November 6, 2024

SUBJECT: CONSIDERATION AND SELECTION OF PLAYGROUND EQUIPMENT AND APPROVAL OF BID AWARD FOR PLAYGROUND INSTALLATION AT CALLEGUAS CREEK PARK

SUMMARY

The FY 2024-2025 Capital Improvement Projects Budget allocated \$400,000 for the replacement of playgrounds, and Calleguas Creek Park has been identified as a priority due to the age and condition of the equipment, last replaced in 2000. The District has two options being presented for Calleguas Creek Park.

BACKGROUND

The playground equipment at Calleguas Creek Park, installed in 2000, no longer meets current safety and accessibility standards and is scheduled for replacement. Two new playground options have been developed for Calleguas Creek Park, with a 55% discount secured from the vendor. This project also complies with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), which helps streamline the bidding and contract award process.

The notice for bids for demolition and playground installation was posted in the required trade journals on October 7, 2024, with bids due by October 17, 2024. The District received bids from three contractors: R.E. Schultz, Lee Construction, and Central Coast Playgrounds. Following the bid review, R.E. Schultz was identified as the lowest responsive and responsible bidder.

ANALYSIS

In 2020, the District established a cooperative purchasing agreement with Omina Partners Purchasing Alliance to take advantage of state procurement compliance on a national scale. This partnership aims to reduce the costs of goods and services, as well as streamline the public procurement process. As a result of these agreements, the District has been able to achieve substantial cost savings on both operating and capital expenditures. The playground equipment itself (slide, swings, platforms, etc.) can be used through a single contract of one of the cooperative partners, whereas the service to demo and install the equipment requires the District to follow California Uniform Public Construction Cost Accounting Act (CUPCCAA) and District procurement policies.

Play & Park Structures was selected based on their contract with the Omnia Partners Purchasing Alliance, ensuring competitive pricing and compliance with procurement regulations. Staff utilized Omnia to secure the playground proposal, which guarantees high-quality products at a reduced cost.

Two playground design options have been proposed for Calleguas Park, each aimed at enhancing the play features while meeting safety and accessibility standards. These design options were crafted to fit within the existing playground footprint, ensuring minimal disruption to the park's layout. By maintaining the existing space, the plans also promote seamless integration with surrounding amenities. Furthermore, the 55% discount offered by Play & Park Structures significantly boosts the District capacity to stretch its CIP funding, enabling the replacement of a second playground. This strategic financial advantage allows for more comprehensive improvements across the park, ultimately benefiting a larger segment of the community by providing safer and more engaging recreational spaces for youth of all abilities.

To comply with CUPCCAA guidelines, staff solicited informal bids from the three qualified contractors for the demolition of the old playground and installation of the playground equipment. After reviewing the bids for compliance with project specifications, R.E. Schultz was determined to be the lowest responsive and responsible bidder. The installation work includes site preparation, equipment installation, and safety surfacing, with completion expected within the month of March 2025, causing minimal disruption to park operations.

Options for Calleguas Creek

1. Park Option #1: \$38,797.40 (equipment) / \$74,380.00 (demo and installation) Total Cost: \$113,177.40

- Recommended for ages 5-12
- 14 Total Play Components / 7 elevated components
- User Capacity: 40-50
- 162 sq. ft. Pour-In-Place Area
- Swings: reflection selfie swing, belt swings

2. Option #2: \$43,409.57 (equipment) / \$77,820.00 (demo and installation)

Total Cost: \$121,229.57

- Recommended for ages 5-12
- o 12 Total Play Components / 8 elevated components
- User Capacity: 40-50
- 162 sq. ft. Pour-In-Place Area
- Swings: reflection selfie swing, belt swings

FISCAL IMPACT

The FY 2024-2025 Capital Improvement Program (CIP) budget allocated \$400,000 for the purchase and installation of new playground equipment.

Option	Permit Fees	Playground Equipment Cost		Project Cost		Not To Exceed
#1	\$ 4,000	\$ 38,797.40	\$ 74,380.00	\$ 117,177.40	\$ 5,859	\$ 123,036
#2	\$ 4,000	\$ 43,409.57	\$ 77,820.00	\$ 125,229.57	\$ 6,261	\$ 131,490

Selecting either option will leave sufficient funds in the \$400,000 budget to cover the installation at both Quito Park and Calleguas Creek Park, regardless of the combination of selected options.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy:

• **3.1**: Renovate and modernize existing parks and recreation facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

RECOMMENDATION

It is recommended the Board approve the following actions items:

- 1. Approve the General Manager to enter into an agreement with Playcore, Inc. dba. Play & Park Structures Inc. for the purchase of playground equipment at Calleguas Creek Park for an amount not to exceed either Option #1 or Option #2; and
- 2. Approve the bid from R.E. Schultz, for demolition, site preparation, and installation in the amount of either Option #1 or Option #2 and authorize the General Manager to execute the contract with R.E. Schultz to commence the project.

ATTACHMENTS

- 1) Play & Park Structures quote and playground renderings Calleguas option #1 (12 pages)
- 2) Play & Park Structures quote and playground renderings Calleguas option #2 (11 pages)
- 3) Construction Agreement with R.E. Schultz Construction Inc. (67 pages)
- 4) R.E. Schultz Construction Inc. Bid Submittal (35 pages)



Play & Park Structures of Central Coast CA 2390 C #170 Los Posas Rd. Camarillo, CA, 93010 Phone: 661-964-7626 Fax: Email: kathy.wiggins@playandpark.com Contact: Kathy Wiggins

Calleguas Park - Option 1

Pleasant Valley Recreation & Park District Attn: Nick Marinthal 1605 E. Burnley St Camarillo, CA 93010 Phone: 805-482-1996 NMarinthal@pvrpd.org

Stock ID Description Quantity Unit Price Weight Amount RDU CUSTOM DURAMAX 5-12 STRUCTURE 1 1965.974 \$51,627.00 \$51,627.00 60919 -- ZIG ZAG ADAPTER 6 62015 -- 8"KICKPLATE 1 62048 -- TRANSFER SINGLE PLATFORM 1 62168 -- PLAYWHEEL-3 1/2"POST 1 62282 -- SPIRAL STEP CLIMBER 5'-4" 1 63012 -- VERT RING CLIMBER 5'-4" 1 63305 -- 3.5"OD ALUM POST W/CAP 8' 4 63307 -- 3.5"OD ALUM POST W/CAP10' 1 63308 -- 3.5"OD ALUM POST W/CAP11' 3 63309 -- 3.5"OD ALUM POST W/CAP12' 4 63994 -- BENCH SEAT 1 69048 -- VERTICAL LADDER 4'-0" 1 69100 -- SGL POST FABRIC SHADE 1 69145 -- DECK TO DECK STAIR 2'-0" 1 69272 -- 4'-0"DBL VELOCITY SLIDE 1 69302 -- SQUARE DECK 3 69303 -- TRIANGLE DECK 1 69306 -- D-HANDLE W/CLAMP 1 69332 -- 5'-4"SGL VELOCITY SLIDE 1 69340 -- ACTIVITY PANEL-GEAR 1 69445 -- ARCH LINK 1 2'-8"/6'-0" 1 H63309 -- 3.5"OD GALV POST W/CAP12' 1 RDU 1 508 \$6,574.00 \$6,574.00 Swings 65168 -- TOT SELFIE SWING 3 1/2" 2 67597 -- BELT SEAT 3 1/2"OD 2 68034 -- 3.5"OD STANDARD ARCH SWIN 1 68035 -- 3.5" OD STD ARCH SWING AAB 1 313199 PPS OWNER'S KIT 1 11 \$0.00 \$0.00 Total Weight: 2484.974 SubTotal: \$58,201.00 Pricing per National IPA / OMNIA Partners Public Sector Contract Discount: \$28,526.33 #R220202.__ Please reference contract number on your Estimated Freight: \$4,236.32

purchase order made out to Play and Park Structures.

Tax: \$2,151.41 Total Amount: \$36,062.40

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of Central Coast CA.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations m309/53 between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and

Quote Number: 821-170592B Quote Date: 10/11/2024 specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation: Accepted By (printed):				P.O. No:					
Signature:				Date:					
Title:				Phone:					
Purchase Amount: \$36,062.40				E-mail:					
Order Information									
Bill to:				Ship to:					
Company:				Company:					
Attn:				Attn:					
Address:									
City/State/Zip:									
Billing Contact:				Jobsite Contact	t:				
Billing Phone:				Jobsite Phone:					
Billing Fax:									
Enter desired color pale						OR			
Enter desired color:)	Decks ()			
Accents ()	Roofs/Tubes ()		Slides/Panels ()		
Play & Park Structures of	of Central Coast CA								
Ву:									
Salesperson's signa	ature								

Salespersons's Signature

Customer's Signature



Play & Park Structures of Central Coast CA 2390 C #170 Los Posas Rd. Camarillo, CA, 93010 Phone: 661-964-7626 Fax: Email: kathy.wiggins@playandpark.com Contact: Kathy Wiggins

Quote Number: 821-171589

Quote Date: 9/27/2024

Calleguas Park - Structural Calcs

Pleasant Valley Recreation & Park District Attn: Nick Marinthal 1605 E. Burnley St Camarillo, CA 93010 Phone: 805-482-1996 NMarinthal@pvrpd.org

Stock ID	Description	Quantity	Weight	Unit Price	Amount
FEE	Proposal for Structural Calculations for the Calleguas Park Playground Structure - SCOPE OF SERVICES: 1) Structural Calculations - Origins will provide structural calculations to verify the size of the footings for the following types of footings according to the worst-case scenario for the specified playground. Option 1 includes the following footings: i) Footing Type A ii) Footing Type B iii) Footing Type D iv) Footing Type H Option 2 includes all footings from Option 1 PLUS: i) Footing Type J Deliverable ? Each structural calculation will be signed and stamped by a California Licensed Professional Engineer. A typical footing detail signed and stamped by a California Licensed Professional Engineer will also be included. PROPOSAL ASSUMPTIONS: 1. Plan check and submittal fees will be provided by the Owner, if required. 2. Submittals to the City and coordination will be completed by others. 3. Geotechnical Report by others, if required. 4. If the City requests structural calculations for any footings not included in the scope of services, Origins can provide a proposal for those additional footings. COMPENSATION AND CONDITIONS: Origins will provide the services described herein for a fixed fee based on the table below plus reimbursable expenses. This proposal will be valid for 45 days from the date herein. The fee excludes reproduction, blueprints, and other expenditures not explicitly addressed in this cost proposal. Any cost incurred in the preparation of these items will be provided at cost plus 10% or for a mutually agreed upon fee. Charges will be billed on a monthly basis as the work progresses, and the net amount will be due within 30 days of the time of billing	1	0	\$2,735.00	\$2,735.00

Total Weight:

0

SubTotal: \$2,735.00 Total Amount: \$2,735.00

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of Central Coast CA.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist

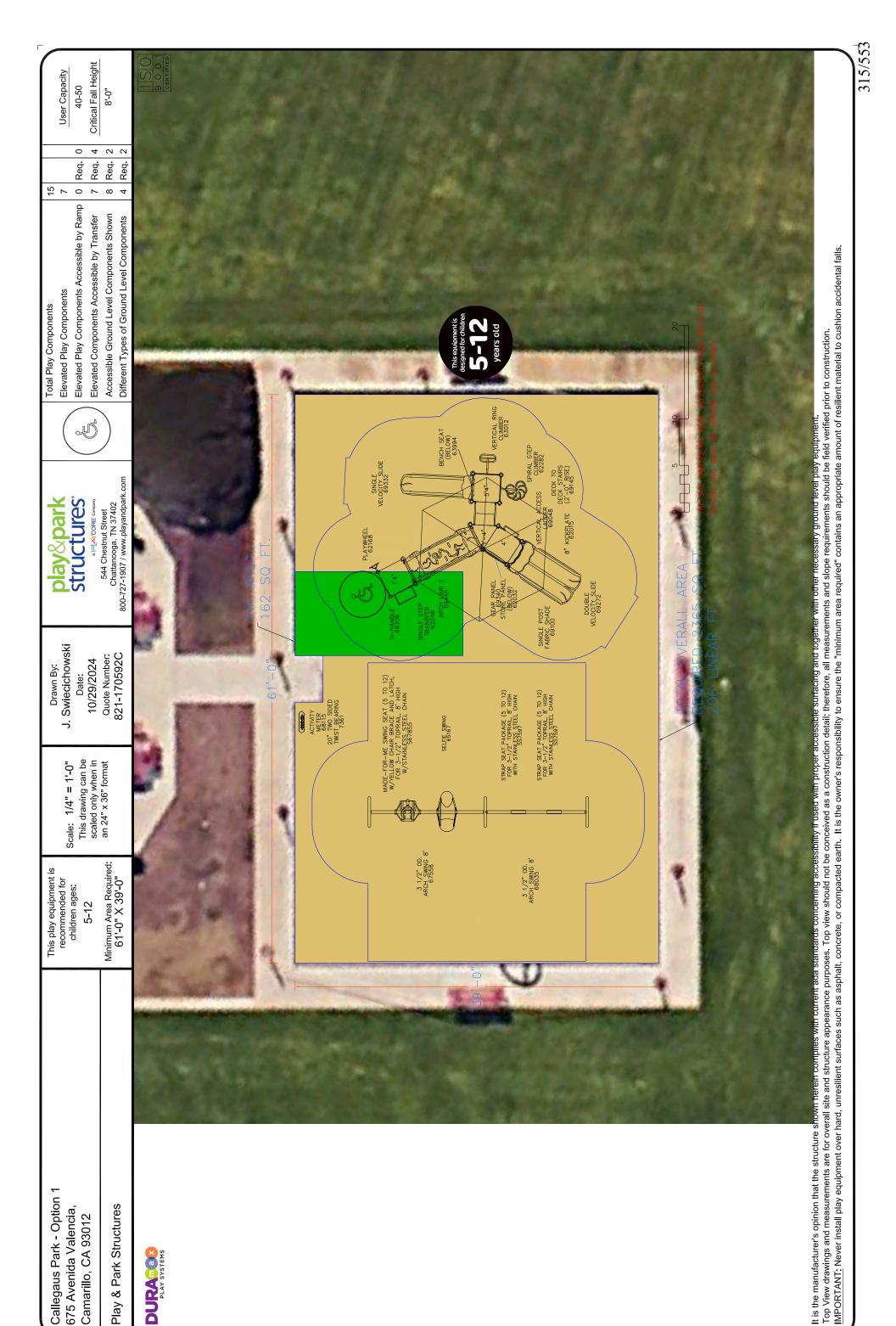
between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation: Accepted By (printed):				P.O. No:						
Signature:				Date:						
Title:				Phone:						
Purchase Amount: \$2,735.00				E-mail:						
Order Information										
Bill to:				Ship to:						
Company:				Company:						
Attn:				Attn:						
Address:				Address:						
City/State/Zip:				City/State/Zip:						
Billing Contact:				Jobsite Contact	:					
Billing Phone:				Jobsite Phone:						
Billing Fax:										
Enter desired color pale	ette name:					OR				
Enter desired color:)	Decks ()				
Accents ()	Roofs/Tubes (Slides/Panels ()			
Play & Park Structures of	of Central Coast CA	L .								
Ву:										
Salesperson's signa										

Salespersons's Signature

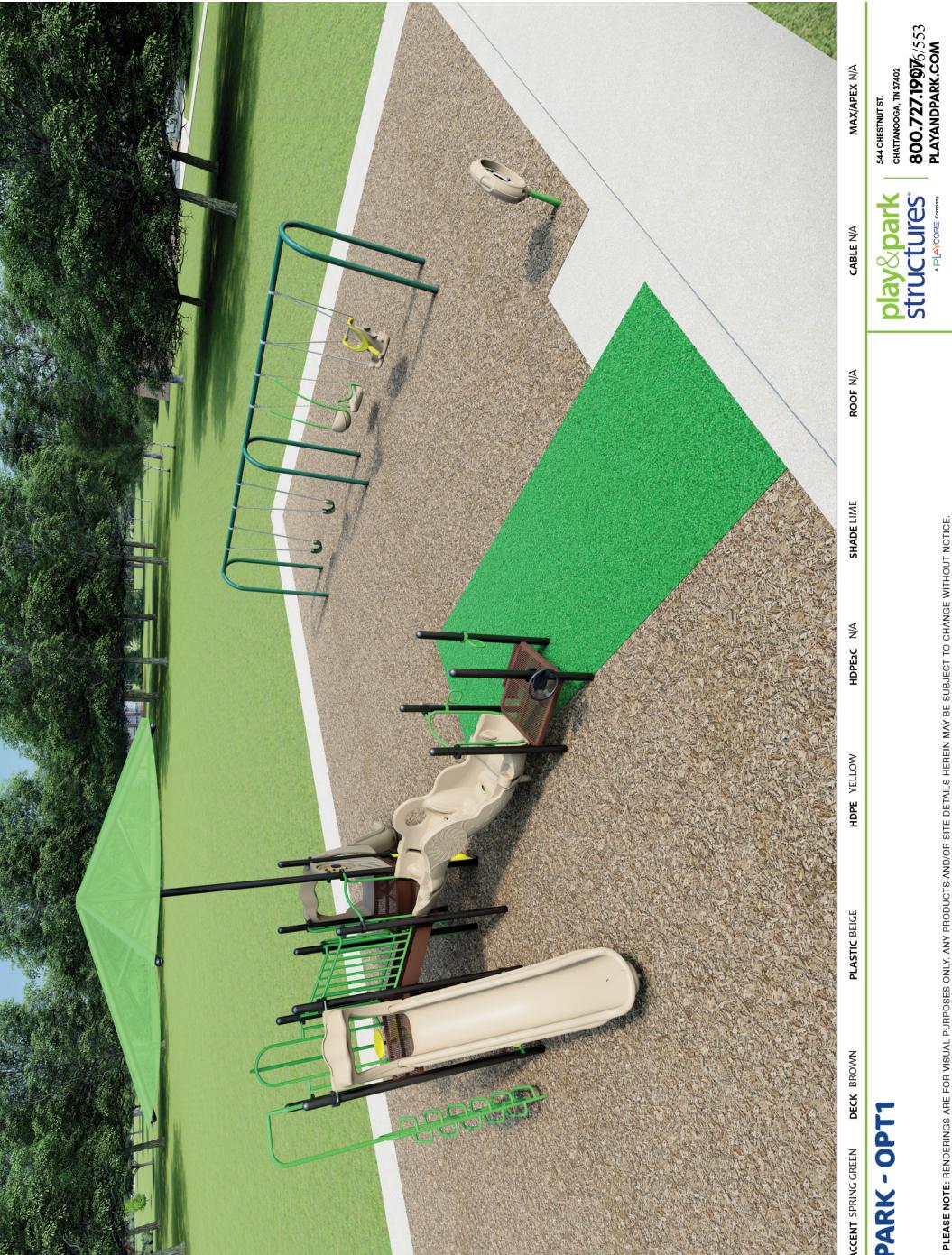
Customer's Signature





Play & Park Structures

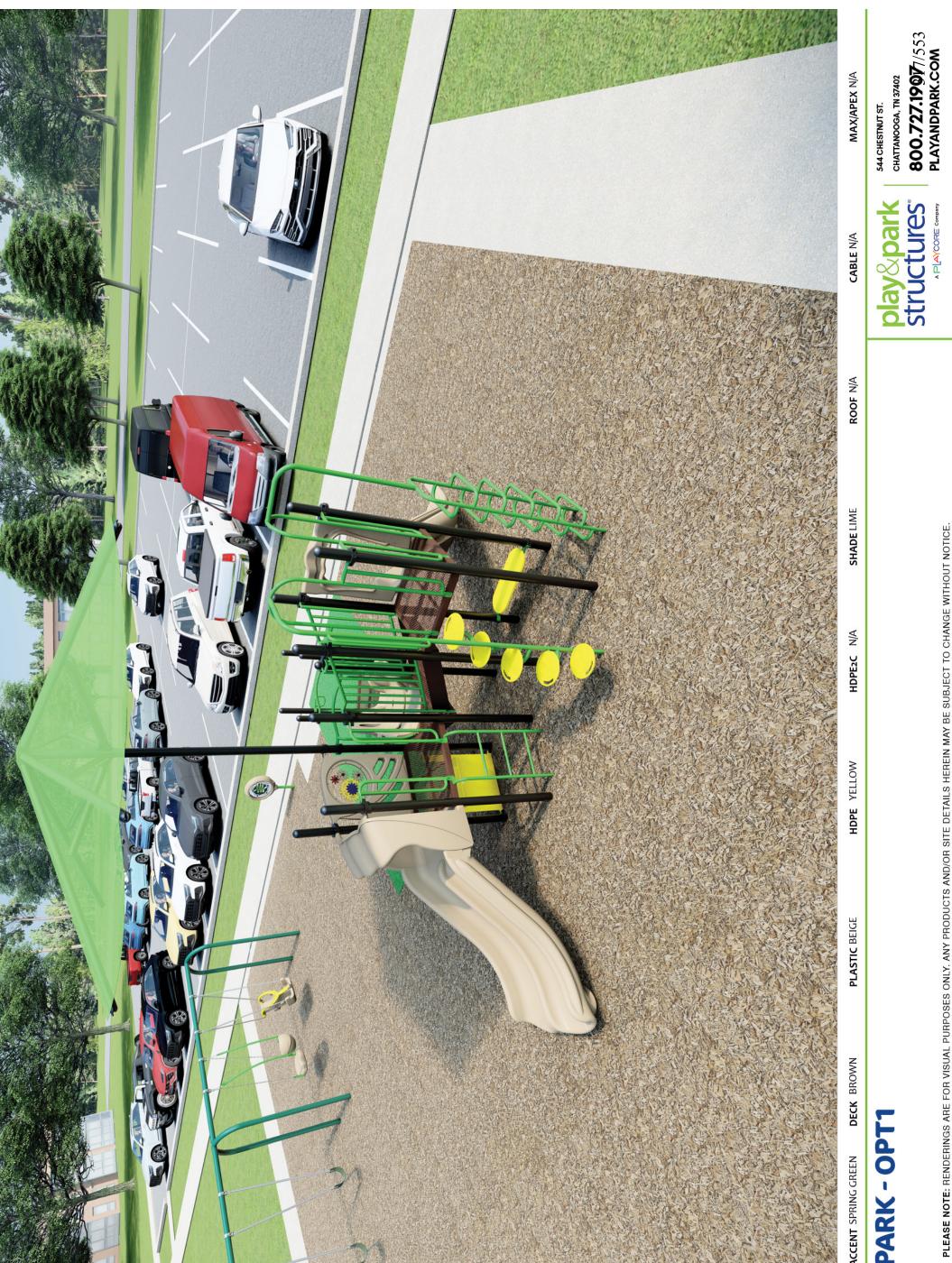






CALLEGAUS PARK - OPT1 CAMARILLO, CA 821-170592C PLEASE NOTE: RENDERINGS AR

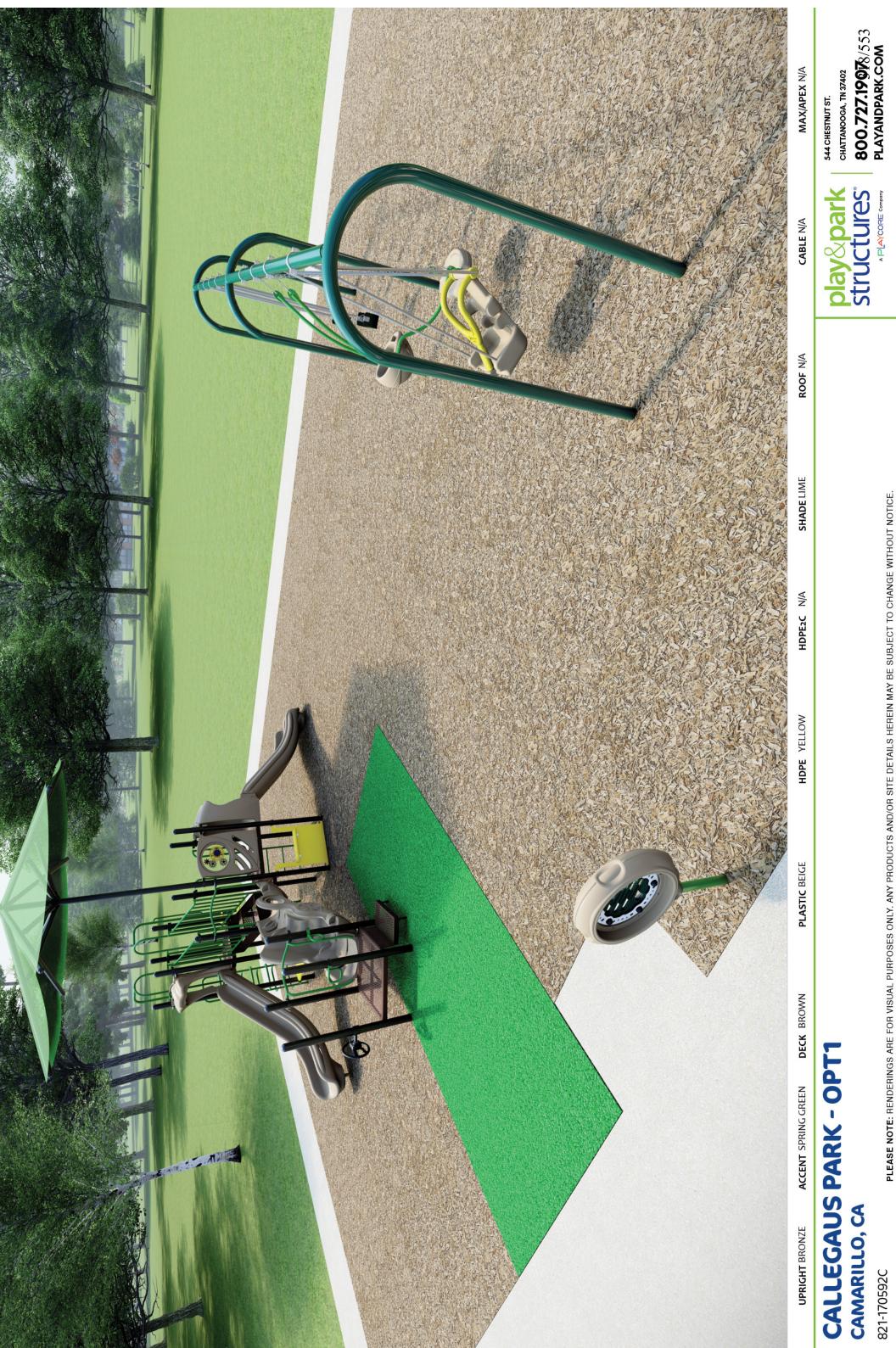
DECK BROWN ACCENT SPRING GREEN UPRIGHT BRONZE





CALLEGAUS PARK - OPT1 CAMARILLO, CA 821-170592C PLEASE NOTE: RENDERINGS AR

DECK BROWN ACCENT SPRING GREEN UPRIGHT BRONZE







RDU

Play & Park Structures of Central Coast CA 2390 C #170 Los Posas Rd. Camarillo, CA, 93010 Phone: 661-964-7626 Fax: Email: kathy.wiggins@playandpark.com Contact: Kathy Wiggins

Quote Number: 821-170593B

Quote Date: 10/11/2024

Calleguas Park - Option 2

Pleasant Valley Recreation & Park District Attn: Nick Marinthal 1605 E. Burnley St Camarillo, CA 93010 Phone: 805-482-1996 NMarinthal@pvrpd.org

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Stock ID Description Quantity Weight Unit Price Amount CUSTOM DURAMAX 5-12 STRUCTURE 1 2750.531 \$56,901.00 \$56,901.00 7 60919 -- ZIG ZAG ADAPTER 62032 -- STORE PANEL 1 62095 -- SEAT FOR TWO & TABLE 1 62180 -- BALCONY DECK 1 62316 -- WIGGLE WAVE CLIMBER 8'-0" 1 62345 -- RETURN STEP 1 62348 -- TRIANGLE TRANSFER 2'-8" 1 63307 -- 3.5"OD ALUM POST W/CAP10' 1 63309 -- 3.5"OD ALUM POST W/CAP12' 3 63312 -- 3.5"OD ALUM POST W/CAP15' 4 63794 -- HORIZ LOOP LADDER 1 63942 -- ACCESSIBLE DRIVING PANEL 1 TELECODE DANE

	69002 TELESCOPE PANEL	1			
	69100 SGL POST FABRIC SHADE	1			
	69146 DECK TO DECK STAIR 2'-8"	2			
	69302 SQUARE DECK	3			
	69332 5'-4"SGL VELOCITY SLIDE	1			
	69542 8'Velocity Accelerator Slide W/Hood	1			
	G63308 3.5"OD GALV POST W/CAP11'	3			
	H63311 3.5"OD GALV POST W/CAP14'	1			
RDU	Swings	1	508	\$6,574.00	\$6,574.00
	65168 TOT SELFIE SWING 3 1/2"	2			
	67597 BELT SEAT 3 1/2"OD	2			
	68034 3.5"OD STANDARD ARCH SWIN	1			
	68035 3.5"OD STD ARCH SWING AAB	1			
313199	PPS OWNER'S KIT	1	11	\$0.00	\$0.00
	То	tal Weight:	3269.531	SubTota	al: \$63,475.00
Pricing per Na	ational IPA / OMNIA Partners Public Sector Contr	Discount: \$31,42			
#R220202	Please reference contract number on		Estimated Freigh	nt: \$6,303.12	
purchase ord	ler made out to Play and Park Structures.			Та	x: \$2,323.48

Total Amount: \$40,674.57

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of Central Coast CA.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing 353

materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation: Accepted By (printed):				P.O. No:						
Signature:				Date:						
Title:				Phone:						
Purchase Amount: \$40,674.57				E-mail:						
Order Information										
Bill to:				Ship to:						
Company:				Company:						
Attn:				Attn:						
Address:										
City/State/Zip:										
Billing Contact:				Jobsite Contact	t: _					
Billing Phone:				Jobsite Phone:						
Billing Fax:										
Enter desired color pale						OR				
Enter desired color:))				
Accents ()	Roofs/Tubes ()		Slides/Panels ()			
Play & Park Structures of	of Central Coast CA									
Ву:										
Salesperson's signa	ature									

Salespersons's Signature

Customer's Signature



Play & Park Structures of Central Coast CA 2390 C #170 Los Posas Rd. Camarillo, CA, 93010 Phone: 661-964-7626 Fax: Email: kathy.wiggins@playandpark.com Contact: Kathy Wiggins

Quote Number: 821-171589

Quote Date: 9/27/2024

Calleguas Park - Structural Calcs

Pleasant Valley Recreation & Park District Attn: Nick Marinthal 1605 E. Burnley St Camarillo, CA 93010 Phone: 805-482-1996 NMarinthal@pvrpd.org

Stock ID	Description	Quantity	Weight	Unit Price	Amount
FEE	Proposal for Structural Calculations for the Calleguas Park Playground Structure - SCOPE OF SERVICES: 1) Structural Calculations - Origins will provide structural calculations to verify the size of the footings for the following types of footings according to the worst-case scenario for the specified playground. Option 1 includes the following footings: i) Footing Type A ii) Footing Type B iii) Footing Type D iv) Footing Type H Option 2 includes all footings from Option 1 PLUS: i) Footing Type J Deliverable ? Each structural calculation will be signed and stamped by a California Licensed Professional Engineer. A typical footing detail signed and stamped by a California Licensed Professional Engineer will also be included. PROPOSAL ASSUMPTIONS: 1. Plan check and submittal fees will be provided by the Owner, if required. 2. Submittals to the City and coordination will be completed by others. 3. Geotechnical Report by others, if required. 4. If the City requests structural calculations for any footings not included in the scope of services, Origins can provide a proposal for those additional footings. COMPENSATION AND CONDITIONS: Origins will provide the services described herein for a fixed fee based on the table below plus reimbursable expenses. This proposal will be valid for 45 days from the date herein. The fee excludes reproduction, blueprints, and other expenditures not explicitly addressed in this cost proposal. Any cost incurred in the preparation of these items will be provided at cost plus 10% or for a mutually agreed upon fee. Charges will be billed on a monthly basis as the work progresses, and the net amount will be due within 30 days of the time of billing	1	0	\$2,735.00	\$2,735.00

Total Weight:

0

SubTotal: \$2,735.00 Total Amount: \$2,735.00

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of Central Coast CA.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist

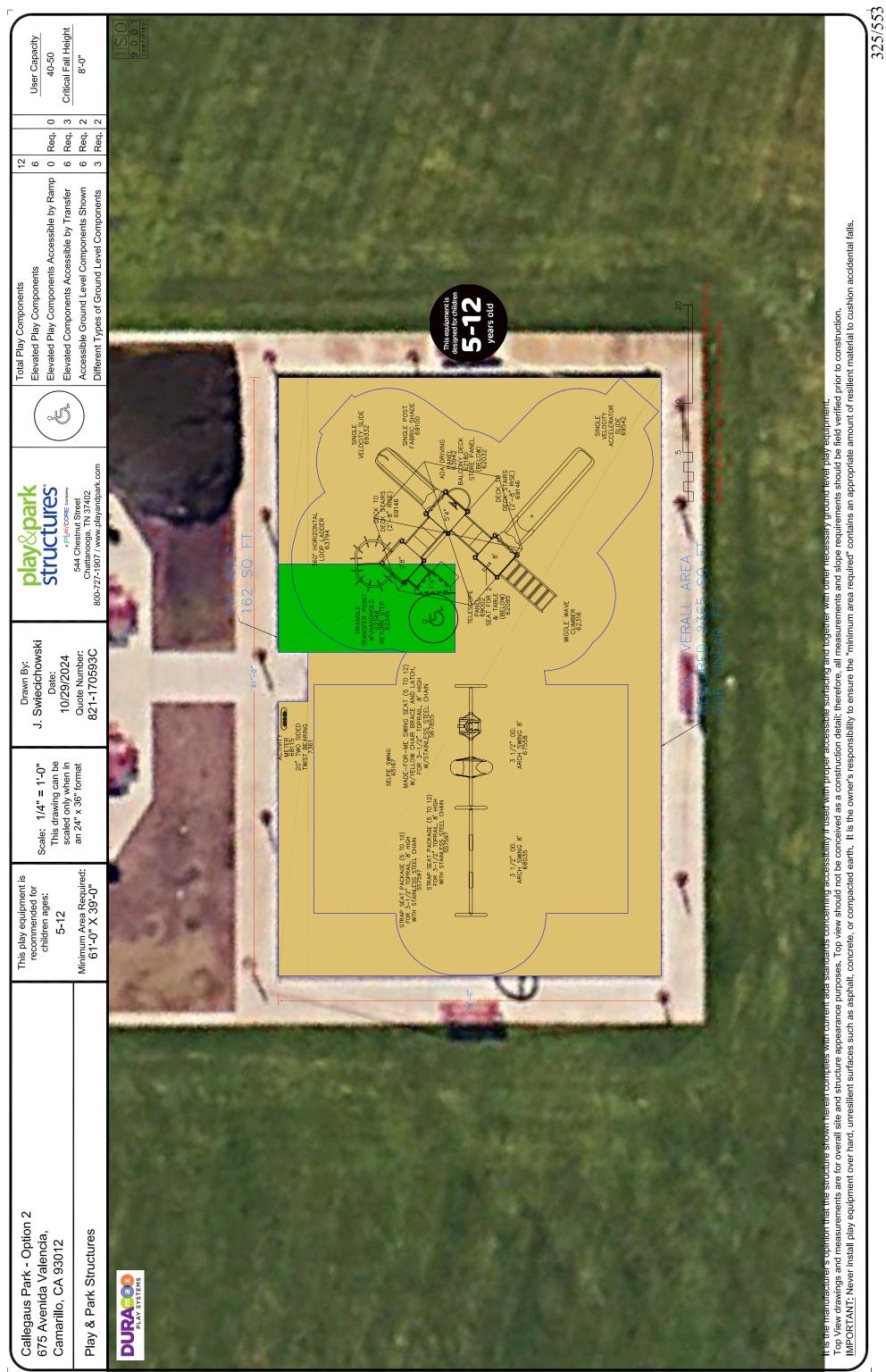
between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

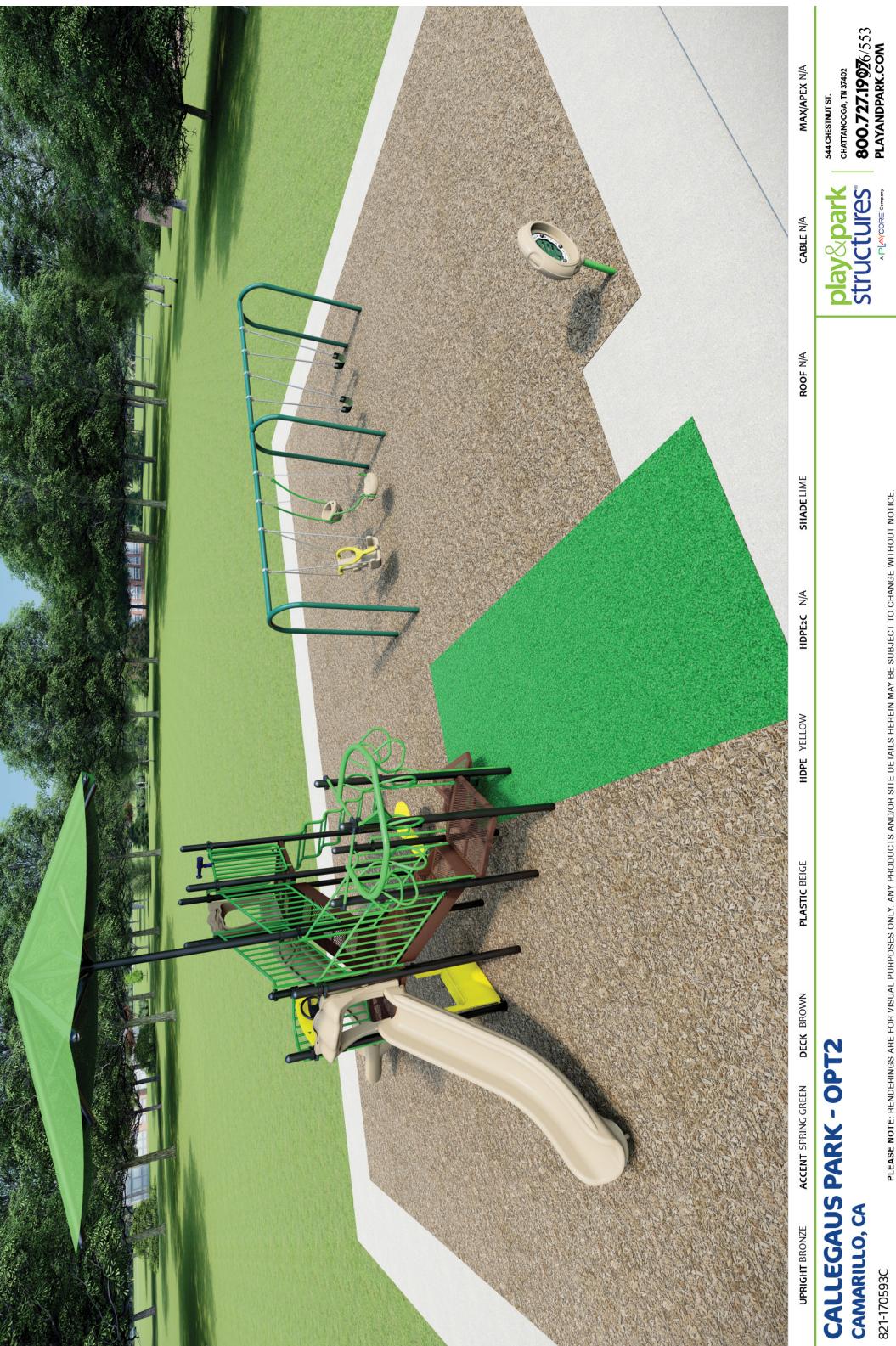
Acceptance of quotation: Accepted By (printed):				P.O. No:				
Signature:				Date:				
Title:				Phone:				
Purchase Amount: \$2,735.00			5.00	E-mail:				
Order Information								
Bill to:				Ship to:				
Company:				Company:				
Attn:				Attn:				
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Play & Park Structures of	of Central Coast CA	L .						
Ву:								
Salesperson's signa								

Salespersons's Signature

Customer's Signature

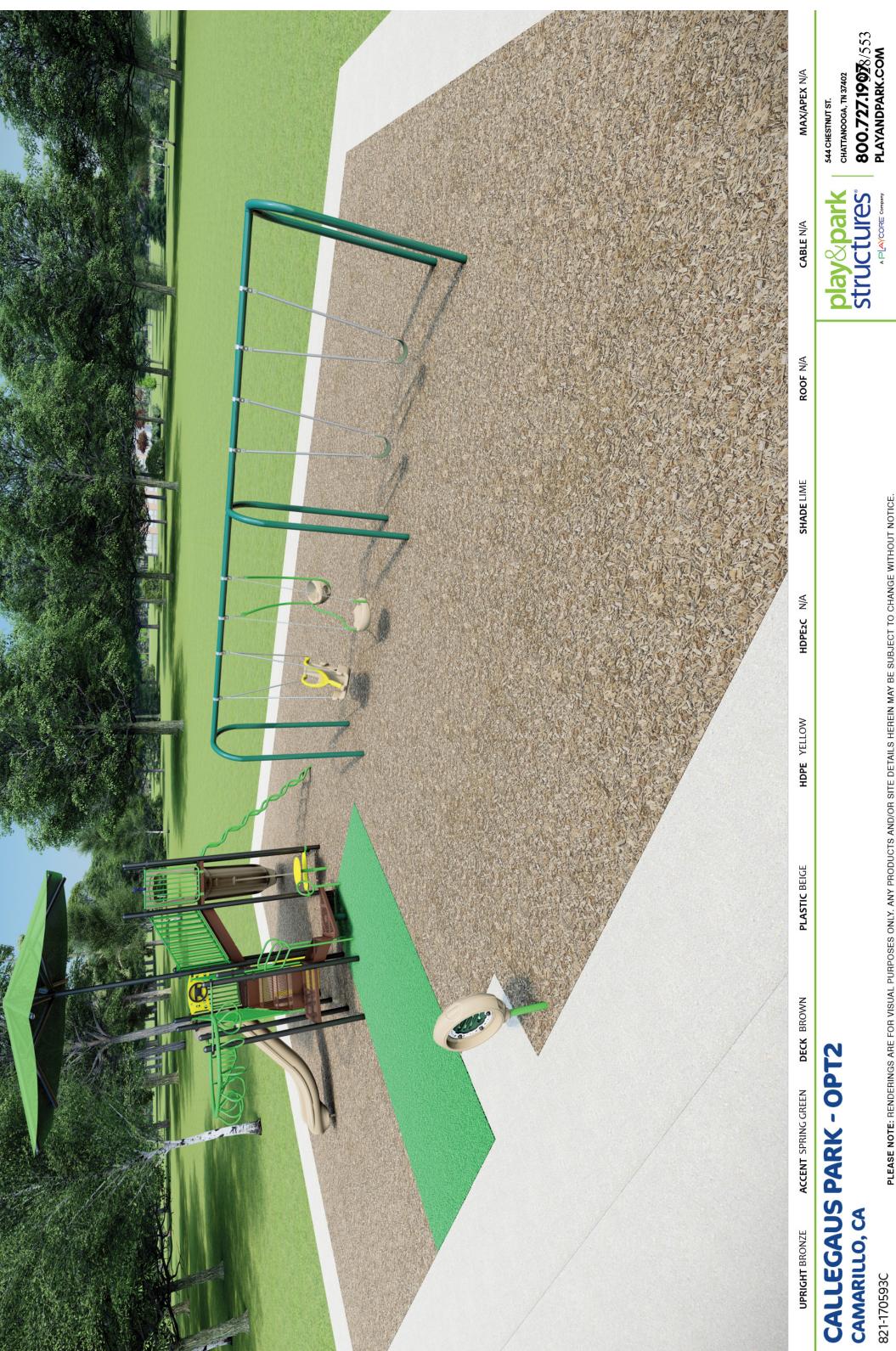














THIS CONTRACT is made this _____ day of _____, 20, in the County of Ventura, State of California, by and between Pleasant Valley Recreation and Park District, hereinafter called PVRPD, and R.E. Schultz Construction Inc., hereinafter called Contractor. PVRPD and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Work:

CALLEGUAS CREEK PARK PLAYGROUND INSTALLATION PROJECT, SPEC NO. CCCIP24-25

The Contractor and its surety shall be liable to PVRPD for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. CONTRACT TIME. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in PVRPD's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within thirty (30) calendar days from the commencement date stated in the Notice to Proceed, hereafter the Contract Time. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. PVRPD shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of

Dollars (\$_____), hereinafter, the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, PVRPD shall be compensated for damages incurred due to delays for which the Contractor is responsible. The parties agree that determining PVRPD's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the time agreed upon for completion of the work (but not including the work as described in the next paragraph), the Contractor shall pay to PVRPD two hundred and fifty Dollars (\$250) per day as Liquidated Damages and not as a penalty or forfeiture. Such amount shall constitute the only payment allowed for damages resulting from Contractor caused delays. In the event this is not paid, the Contractor agrees PVRPD may deduct that amount from any money due or that may become due the Contractor under the Contract.

This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include only the following documents, each of which is incorporated into this Agreement by reference:

- 1. Change Orders and Work Change Directives
- 2. Addenda
- 3. Special Provisions (or Special Conditions)
- 4. Technical Specifications
- 5. Plans (Contract Drawings)
- 6. Contract for Construction
- 7. General Conditions
- 8. Instructions to Bidders
- 9. Notice Inviting Bids
- 10. Bid Security or Bid Bond
- 11. Performance and Payment Bonds
- 12. Greenbook Standard Specifications (Most Recent Edition; Sections 1-9 Excluded)
- 13. Standard Plans
- 14. Reference Documents
- 15. Contractor's Bid Forms
- 16. Proof of Automobile Coverage

The Contactor shall complete the Work in strict accordance with all of the Contract Documents. In case of conflicts between the Contract Documents, the order of precedence shall be as set forth in the General Conditions.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties, whether written or oral. The Contract can be modified only by a written Change Order executed in accordance with the Contract Documents.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INSURANCE AND INDEMNIFICATION. Contractor herein certifies that he is licensed by the State of California in accordance with regulations of the Contractor's State License Board. Contract shall indemnify and hold harmless PVRPD against all claims for damages growing out of the execution of said work as set forth in General Conditions. Contractor shall obtain a policy of comprehensive bodily injury and property damage liability insurance whose provisions conform to the article and worker's compensation insurance as required by law. Contractor shall maintain such policies in full force and effect at all times until acceptance of work by PVRPD. Concurrently with execution of this Contract, Contractor shall furnish to PVRPD a Certificate of Insurance

from insurer with endorsement form evidencing compliance with the following requirements:

- a. Policy shall name as additional insured with Contractor, Pleasant Valley Recreation and Park District, its directors, officers, agents, and employees.
- b. Policy shall insure above-mentioned while acting within the scope of their duties, against all claims, suits, or other actions of any nature brought for or on account of any injury, damage, or loss, including any death arising out of or connected with the work under this Contract.
- c. Minimum limits of coverage of the policy shall be:
 - i. Bodily Injury: \$2,000,000 each person; \$4,000,000 each occurrence.
 - ii. Property Damage: \$1,000,000 each occurrence.
- d. Terms of Policy:
 - i. Insurer shall not cancel or modify policy without ten (10) days prior written notice to PVRPD.
 - ii. PVRPD shall not be responsible for any premiums or assessments on policy.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay not less than the prevailing rate of wages in accordance with the Labor Code, which rates have been determined by the Director of the California Department of Industrial relations and shall be made available at PVRPD Hall or may be obtained online at http://www.dir.ca.gov/dlsr. The wage rates must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

Date:	PLEASAN PARK DIS By:	IT VALLEY RECREATION AND STRICT
	 ,	Mary Otten, General Manager
	R.E. Schu	Itz Construction Inc.
Date:	 By:	

GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- a. <u>Acceptable, Acceptance</u> or words of similar import shall be understood to be the acceptance of the Engineer, Architect and/or PVRPD.
- b. <u>Act of God</u> is a natural catastrophe or event such as an earthquake, a tidal wave, a volcanic eruption, violent winds, floods, or a tornado, that could not have been prevented by the exercise of foresight or caution.
- c. <u>Applicable Laws</u> means laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- d. <u>Contract Documents</u> includes only those items listed in Article 5 of the Contract for Construction.
- e. <u>PVRPD</u> shall mean Pleasant Valley Recreation and Park District, acting through properly authorized agents, such as the Engineer, Architect or such other agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "PVRPD's Representative" or "Representative" in the Contract Documents. The terms PVRPD and Owner may be used interchangeably.
- f. <u>Contractor</u> shall mean the entity identified in the Contract for Construction with which PVRPD has contracted for performance of the Work.
- g. <u>Day</u> shall mean calendar day unless otherwise specifically designated.
- h. <u>Engineer, Architect</u> shall mean PVRPD Engineer, Architect of PVRPD, or other person designated by PVRPD, acting either directly or through authorized agents.
- i. <u>Material</u> shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract, whether or not it will be incorporated into the Work. All material shall be new unless specified otherwise.
- j. <u>Perform</u> shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete the Work, including furnishing necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- k. <u>Project</u> means the planning, design, development, financing, construction, and completion of the public work of improvement, which includes, but is not necessarily limited to, the Work. The Project may include construction that will be performed by others directly or through separate contracts

- I. <u>Provide</u> shall mean to complete in place, that is furnish, install, test and make ready for use.
- m. <u>Recyclable Waste Materials</u> shall mean materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials may include asphalt, concrete, brick, concrete block, and rock.
- n. <u>Specifications</u> means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. The Work shall be done in accordance with the Standard Specifications for Public Works Construction ("Greenbook"), most recent Edition, including all current supplements, addenda, and revisions thereof but excluding sections 1-9 of the Greenbook. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.
- o. <u>Work</u> means the construction or related work that is to be performed under the Contract, including furnishing all labor, materials, equipment, and services. The Work may be all or a portion of the Project.

ARTICLE 2. CONTRACT DOCUMENTS

- a. **Contract Documents**. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. **Interpretations**. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any of the Contract Documents are in conflict, the Contractor shall promptly notify PVRPD in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 - 1. Change Orders or Work Change Directives, the most recent first
 - 2. Addenda, the most recent first
 - 3. Special Provisions (or Special Conditions)
 - 4. Plans (Contract Drawings) prepared by PVRPD
 - 5. Contract for Construction
 - 6. General Conditions
 - 7. Instructions to Bidders
 - 8. Notice Inviting Bids
 - 9. Greenbook Standard Specifications (Sections 1-9 Excluded)
 - 10. Standard Plans
 - 11. Reference Documents
 - 12. Contractor's Bid Forms

With reference to the Drawings, the order of precedence shall be as follows:

- 1. Figures govern over scaled dimensions
- 2. Detail drawings govern over general drawings
- 3. Addenda or Change Order drawings govern over Contract Drawings

- 4. Contract Drawings govern over Standard Drawings
- 5. Contract Drawings govern over Shop Drawings
- c. **Conflicts in Contract Documents**. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. **Organization of Contract Documents**. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not prohibit the Contractor in dividing Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACT DOCUMENTS MAINTENANCE

Contractor shall maintain a complete, clean, undamaged set of Contract Documents at the Site.

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

- a. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all Contract Documents, the Site and other information given to Contractor as to materials and methods of construction and other Work requirements. Contractor shall immediately notify PVRPD of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained in the Contract Documents, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Request for Information; Additional Instructions.** Contractor may make a written request for information from PVRPD to address any error, inconsistency, ambiguity, conflict or lack of detail or explanation in the Contract Documents. PVRPD will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work. PVRPD shall respond to Requests for Information within a reasonable time. For purposes of this section ten (10) calendar days shall constitute a reasonable time.
- c. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining PVRPD's written approval as required for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If Contractor varies from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, PVRPD may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's sole expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE SITE

a. Existing Utilities

- 1. The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project.
- 2. The Owner will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the Owner in the Contract Documents or which can reasonably be inferred from the presence of other visible facilities.

b. Utility Location

- 1. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.
- 2. The locating of utilities shall be in conformance with Government Code Section 4216 except for the Owner's utilities located on the Owner's property and not on public right-of-way.
- 3. A "High Priority Subsurface Installation" is defined in Government Code Section 4216 (e) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."
- 4. A "Subsurface Installation" is defined in Government Code Section 4216 (I) as "any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, non-pressurized storm drains, or other nonpressurized drain lines."
- 5. Pursuant to Government Code Section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than 14 calendar days before performing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to

the Construction Manager written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

- 6. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. The Construction Manager shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.
- 7. The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify the Construction Manager in advance of this meeting.

c. Utility Relocation and Repair

- 1. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Construction Manager in writing. The Construction Manager will supply a method for correcting said interferences in accordance with the responsibilities of this section and Government Code Section 4215. To the extent any delay is caused thereby, Contractor shall submit a notice of delay within three (3) days of discovery of the circumstances giving rise to the delay in accordance with Article 43 Changes and Extra Work.
- 2. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services.
- 3. The Owner will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment

for such costs will be made as provided in Article 43, Changes and Extra Work. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by the failure of the Owner or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with Article 38, Time For Completion and Liquidated Damages, and Article 43, Changes and Extra Work.

- 4. The public utility, where it is the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the Owner and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.
- 5. When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the Owner will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Agreement.
- 6. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

ARTICLE 6. SCHEDULE

- a. Initial Schedule. Within ten (10) days after the Notice of Award, Contractor shall prepare a Work schedule using computerized Critical Path Method (CPM) scheduling and shall submit it for PVRPD's review. The receipt or review of any schedules by PVRPD shall not in any way relieve the Contractor of its obligations under the Contract Documents, nor shall it modify the Contract Time. Work to first commence at Triunfo Community Park and work to follow at the two (2) remaining sites. No site work can commence until equipment order has been shipped. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for the required quality and timely completion of the Work. Contractor's failure to incorporate all elements of Work or any inaccuracy in the schedule shall not excuse the Contractor from performing all of the required Work within the Contract Time. If the initial schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by PVRPD.
- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of

construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Work within the Contract Time. Schedules indicating early or late completion shall not modify or have any effect on the Contract Time, regardless of whether the schedules are reviewed and/or accepted by PVRPD. For purposes of determining Liquidated Damages, the Contract Time shall control and may only be altered by a duly authorized change order.

- c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to PVRPD whenever requested to do so by PVRPD. PVRPD may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule. Upon PVRPD's request, Contractor shall submit any schedules or updates to PVRPD in the native electronic format of the software used to create the schedule.
- d. **Schedule of Operations.** Contractor's work operations to be coordinated with PVRPD staff and activities at the project site.

ARTICLE 7. SUBSTITUTIONS

- a. Pursuant to Public Contract Code Section 3400(b) PVRPD may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which is substantially equal or better in every respect to what is specified in the Contract Documents.
- c. Contractor shall submit written requests for substitution or any "equal" material, process or article, together with substantiating data, no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of the Contract Time. If a proposed "equal" substitution is rejected, Contractor shall be responsible for providing the specified material, process or article without adjustment to the Contract Price or Contract Time. PVRPD has the complete and sole discretion to determine if a material, process or article is an "equal" material, process or article that may be substituted.
- d. Information required to substantiate requests for substitutions of an "equal" material, process or article data shall include a signed affidavit from the Contractor stating

that, and describing how, the proposed "equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant material, including but not limited to, catalog information which describes the requested substitute "equal" material, process or article, and substantiates that it is an "equal" to the specified material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the proposed substituted "equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to PVRPD in a timely fashion will result in the rejection of the proposed substitution.

- e. The Contractor shall bear all of PVRPD's costs associated with the review of substitution requests, including review by design professionals.
- f. The Contractor shall be responsible for paying all costs related to a substituted "equal" material, process or article.
- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Work, two (2) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to PVRPD. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall promptly address any PVRPD comments and resubmit. PVRPD's review of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called PVRPD's attention to such deviations at time of submission and has secured PVRPD's written approval. PVRPD's review of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 9. SUBMITTALS

a. Contractor shall furnish to PVRPD for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by PVRPD, to PVRPD within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. The requirements in Articles 8 and 9 shall not justify any extension of the Contract Time. PVRPD will review such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 10. MATERIALS

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities whatsoever necessary to execute and complete this Contract within the Contract Time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work until PVRPD has accepted the Work.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion to deliver the Work to PVRPD free from any claims, liens, or encumbrances.
- e. Materials stored on the Site shall be stored in such manner so as not to interfere with any operations of PVRPD or any independent contractor.

ARTICLE 11. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Site, a competent and experienced full-time superintendent acceptable to PVRPD. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Work.

ARTICLE 12. WORKERS

a. Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors. Contractor shall not employ or allow subcontractors

to employ on the Work any unfit person or any one not skilled in the Work assigned to him or her.

b. Any person in the employ of the Contractor or a subcontractor whom PVRPD may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on the Work except with the written approval of PVRPD.

ARTICLE 13. SUBCONTRACTORS

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to PVRPD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and PVRPD.
- b. Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 et seq., before replacing a subcontractor listed in the bid or performing work with its own forces for which a subcontractor was listed.

ARTICLE 14. PERMITS, LICENSES AND FEES

All permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located shall be paid for by PVRPD, unless otherwise expressly provided by the Contract Documents. Contractor shall be responsible for arranging the payment of such permits, licenses and fees, but shall be paid by PVRPD. Contractor may either request reimbursement from PVRPD for such fees, or shall be responsible for arranging and coordination with PVRPD for the payment of such fees.

Permits and licenses necessary for prosecution of the Work shall be secured and paid for by PVRPD, unless otherwise specified in the Contract Documents.

Before acceptance of the Work, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to PVRPD.

ARTICLE 15. UTILITY USAGE

a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems.

- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to startup and testing required in the Contract Documents.
- c. All permanent meters installed shall be listed in the Contractor's name until the Work is accepted.
- d. If Work is to be performed in existing PVRPD facilities, Contractor may, with prior written approval of PVRPD, use PVRPD's existing utilities. If Contractor uses PVRPD utilities, it shall compensate PVRPD for utilities used.

ARTICLE 16. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by PVRPD. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by PVRPD. Contractor may either request reimbursement from PVRPD for such fees, or shall be responsible for arranging and coordination with PVRPD for the payment of such fees.

ARTICLE 17. TRENCHES

a. Trenches Five Feet or More in Depth.

- 1. The Contractor shall submit to PVRPD, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards forth in the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on the Owner, any of its officers, officials, partners, employees, agents, consultants or volunteers. The Owner's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders.
- 2. Prior to commencing any excavation, the Contractor shall designate in writing to the Owner the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.
- b. **Excavations Deeper than Four Feet**. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface,

Contractor shall promptly within 3 days, and before the following conditions are disturbed, notify PVRPD, in writing, of any:

- 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 2. Subsurface or latent physical conditions at the site differing from those indicated on the Contract Documents.
- 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

PVRPD shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between PVRPD and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 18. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable PVRPD's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor shall complete and execute any certification forms required by PVRPD or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 19. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substance and hazardous materials as defined in California state or federal law at the Site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to PVRPD in writing. PVRPD shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Work in the

affected area shall not thereafter be resumed except by written agreement of PVRPD and Contractor.

ARTICLE 20. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers or as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

ARTICLE 21. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition includes any item of equipment with a fuel-powered engine. Contractor shall indemnify PVRPD against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its violations of Applicable Laws as well as those of its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in the Contract Documents.

ARTICLE 22. WATER QUALITY MANAGEMENT AND COMPLIANCE

- a. Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- b. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work.
- c. Contractor shall comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water

Runoff Associated with Construction Activity ("Construction General Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall comply with the lawful requirements of City of Camarillo, and any other applicable municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

- If applicable, PVRPD (or a consultant hired by PVRPD) has prepared a Storm Water d. Pollution Prevention Plan ("SWPPP") for the Project Site and obtained coverage under the Construction General Permit. A copy of the SWPPP is available at PVRPD's office for public review. Contractor shall at all times comply with all applicable requirements of the SWPPP and the Construction General Permit, including ensuring that all Construction General Permit-related tasks are completed by individuals with the requisite certifications. The Contractor shall draft and coordinate submission of any necessary amendments to the SWPPP as the project moves through the construction process and shall provide draft amendments to the SWPPP for review and approval by PVRPD prior to submission, which approval shall not be unreasonably withheld. Contractor shall promptly provide all reports and other documentation required by PVRPD to ensure compliance with the SWPPP and the Construction General Permit, to prepare amendments to the SWPPP or to comply with any requirements of state or federal law or regulation. Contractor shall cooperate with PVRPD in providing or preparing any documents that may be submitted to the State Board. Contractor shall incorporate all costs associated with compliance with the SWPPP throughout the course of construction into its bid.
- e. In addition to any other available remedies, if Contractor fails to proceed in a manner that complies with the requirements of the Construction General Permit, PVRPD expressly reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be PVRPD's sole determination. Contractor shall be responsible for any costs incurred by PVRPD in implementing a SWPPP for the Work site.
- f. Notwithstanding the above, for those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing an Erosion and Sediment Control Plan in accordance with City of Camarillo' Municipal Code and State Water Resources Control Board.
- g. Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless PVRPD, its officials, officers, agents, employees and

authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which PVRPD, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of PVRPD, its officials, officers, agents, employees or authorized volunteers.

h. PVRPD reserves the right to defend any enforcement action or civil action brought against PVRPD for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse PVRPD for the costs associated with, any settlement reached between PVRPD and any relevant enforcement entity.

ARTICLE 23. CLEANING UP

- a. Contractor at all times shall keep Site free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the Site. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvements including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment; Contractor shall remove temporary Stormwater BMP's, fencing, barricades, planking, construction toilets and similar temporary facilities from Site. Contractor shall clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor's operations or equipment.
- b. Contractor shall fully clean up the site at the completion of the Work or such other time as PVRPD may reasonably request. If the Contractor fails to clean up to PVRPD's satisfaction within one business Day, PVRPD may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 24. LAYOUT AND FIELD ENGINEER

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer or licensed land surveyor acceptable to PVRPD. Any required "as-built" drawings of civil engineering elements of the Work shall be prepared by the registered civil engineer.

ARTICLE 25. EXCESSIVE NOISE

a. The Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Work without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return that equipment to the Site until the device is repaired or replaced. Noise and vibration level requirements shall apply to all equipment on the jobsite or related to the Work, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 26. TESTS AND INSPECTIONS

- a. If the Contract Documents, PVRPD, or any instructions, Applicable Law, or public authority require any part of the Work to be tested or approved in writing, Contractor shall provide PVRPD at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than PVRPD, Contractor shall promptly inform PVRPD of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for PVRPD testing and PVRPD inspection shall be paid by PVRPD. Costs of tests for Work found not to be in compliance with the Contract Documents or Applicable Law shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone if necessary after completion of the testing in compliance with the Contract Documents, at the Contractor's cost.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by PVRPD, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify PVRPD so that PVRPD may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of PVRPD, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by PVRPD. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, PVRPD shall pay the costs of reexamination and

reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of or in connection with the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by PVRPD. All Work shall be solely at the Contractor's risk. Contractor shall protect adjacent property from settlement or loss of lateral support as necessary, and shall give all notices required by law. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Site. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from PVRPD, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by PVRPD. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by PVRPD and the Contractor.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
 - 1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3. Deliver materials to the Site over a route designated by PVRPD.
 - 4. Provide any and all dust control required and follow the applicable air quality regulations as appropriate. If the Contractor does not comply immediately with a notice from PVRPD or an public agency responsible for air quality, PVRPD shall have the authority to provide dust control and deduct the cost from payments to the Contractor.

- 5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of PVRPD. Contractor shall not unreasonably encumber the Site with its materials.
- 6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil Engineer, Architect or land surveyor acceptable to PVRPD, at no cost to PVRPD.
- 7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to PVRPD.
- 8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
- 9. At the completion of work each day, leave the Work and the Site in a clean, safe condition.
- 10. Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times, except with PVRPD's written approval. Any request for approval to reduce or restrict access to residences and business must be submitted to PVRPD at least seven (7) days in advance, and PVRPD may issue or withhold approval in its sole discretion.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the work involved in the protection and preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

Should damage to persons or property occur as a result of the Work, Contractor shall promptly notify PVRPD, in writing. Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. PVRPD shall be entitled to inspect and copy any such documentation, video, or photographs.

Contractor shall maintain all investigation documentation including video and/or photographs for a minimum of four (4) years following completion of the project.

Force Majeure. Neither party will be liable for performance delays nor for nonperformance due to causes beyond its reasonable control, including but not limited to Acts of God, war, riots, and strikes, except for payment obligations.

ARTICLE 28. CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods fall below commonly used industry standards.

ARTICLE 29. INSPECTOR'S FIELD OFFICE

- a. If required by PVRPD, the Contractor shall be responsible for providing the inspector's field office. The Office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, and an ability to connect to the internet at Contractor's expense.
- b. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

ARTICLE 30. AUTHORIZED REPRESENTATIVES

PVRPD shall designate representatives, who shall have the right to be present at the Site at all times. PVRPD may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 31. HOURS OF WORK

- a. Eight (8) hours of work shall constitute a legal day's work. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift, Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m. No work shall occur on Saturdays, Sundays, or PVRPD-observed holidays, or between 7:00 p.m. and 7:00 a.m., unless the Contract Documents provide otherwise or unless otherwise approved in writing by PVRPD.
- b. It shall be unlawful for any person to operate any lawn mower, backpack blower, lawn edger, riding tractor, or any other machinery, equipment, or other mechanical or electrical device, or any hand tool which creates a loud, raucous or impulsive sound between the hours of 7:00 p.m. and 7:00 a.m. unless otherwise approved in writing by PVRPD.

ARTICLE 32. PAYROLL RECORDS

a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security

number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

- b. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. The Contractor shall also provide the following:
 - 1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Upon the request of the DIR, any penalties may be withheld from contract payments.

ARTICLE 33. PREVAILING RATES OF WAGES

a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Work involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy

of the prevailing rates of per diem wages at PVRPD. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Site. Contractor shall defend, indemnify and hold PVRPD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

- b. Contractor shall post, at appropriate conspicuous points on the Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- c. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall comply with all requirements and regulations from the Department of Relations relating to labor compliance monitoring and enforcement.
- d. The Contractor shall have an affirmative obligation to verify that all subcontractors are currently and validly registered with the Department of Industrial Relations and shall not permit a subcontractor of any tier to perform work on the project without first verifying the subcontractor's registration. The Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contracts with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain valid registration for the duration of the project.

ARTICLE 34. EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

a. **No Discrimination**. Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex,

national origin, age, political affiliation, marital status, or handicap on this Work. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

- b. Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to PVRPD or its representatives for inspection and copy at any time during normal business hours. PVRPD shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this Article or any of its sub-sections.
- c. **Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants**. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for in this Article.
- d. **Employment Eligibility; Failure to Comply**. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for PVRPD to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub- subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under this Article; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 36. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651

et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 37. INSURANCE AND INDEMINIFICATION

Contractor herein certifies that he is licensed by the State of California in accordance with regulations of the Contractor's State License Board. Contract shall indemnify and hold harmless PVRPD against all claims for damages growing out of the execution of said work as set forth in General Conditions. Contractor shall obtain a policy of comprehensive bodily injury and property damage liability insurance whose provisions conform to the article and worker's compensation insurance as required by law. Contractor shall maintain such policies in full force and effect at all times until acceptance of work by PVRPD. Concurrently with execution of this Contract, Contractor shall furnish to PVRPD a Certificate of Insurance from insurer with endorsement form evidencing compliance with the following requirements:

- a. Policy shall name as additional insured with Contractor, Pleasant Valley Recreation and Park District, its directors, officers, agents, and employees.
- b. Policy shall insure above-mentioned while acting within the scope of their duties, against all claims, suits, or other actions of any nature brought for or on account of any injury, damage, or loss, including any death arising out of or connected with the work under this Contract.
- c. Minimum limits of coverage of the policy shall be:
 - i. Bodily Injury: \$2,000,000 each person; \$4,000,000 each occurrence.
 - ii. Property Damage: \$1,000,000 each occurrence.
- d. Terms of Policy:
 - i. Insurer shall not cancel or modify policy without ten (10) days prior written notice to PVRPD.
 - ii. PVRPD shall not be responsible for any premiums or assessments on policy.

ARTICLE 38. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. **Time for Completion/Liquidated Damages.** The Contract Time(s) set forth in Article 2 of the Contract for Construction shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed. All Work shall be completed by the Contractor within the Contract Time(s). If the Work is not completed within the Contract Time(s), it is understood that PVRPD will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which PVRPD will sustain in the event of and by reason of the Contractor's failure to complete the Work within the Contract Time(s). In

accordance with Government Code section 53069.85, it is agreed that Contractor shall pay to PVRPD as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

- b. **Inclement Weather.** Contractor shall be bound by PVRPD's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Work schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within seven (7) Days of identifying any such delay notify PVRPD in writing of causes of delay. PVRPD shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Work shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Work beyond the Contract completion date.

ARTICLE 39. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms approved by PVRPD:

- Within ten (10) Days of award of the Contract a detailed Schedule of Values giving an itemized breakdown of the Contract Price; the Schedule of Values shall be adjusted as directed by PVRPD;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for PVRPD to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, to be verified by PVRPD, for unit price items listed, if any, in the Bid Form.
- d. PVRPD shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work.

ARTICLE 40. MOBILIZATION

- a. When the Bid Form includes a bid item for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate as "Mobilization". When no bid item is provided for "Mobilization," payment for such costs will be deemed to be included in the other items of the Work.
- b. Payment for Mobilization shall be based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. The lump sum amount for Mobilization shall not exceed five percent (5%) of the total amount of the bid, unless the bid documents indicate otherwise. No payment for Mobilization will be made until all of the items listed below have been completed to the satisfaction of PVRPD. The scope of the Work included under Mobilization shall include, but shall not be limited to, the following principal items:
 - 1. Obtaining, paying for and delivering to PVRPD all bonds, insurance, and permits.
 - 2. Moving on to the Site all Contractor's plant and equipment required for the first month's operations.
 - 3. Installing temporary construction power, wiring, and lighting facilities.
 - 4. Establishing a fire protection system.
 - 5. Developing and installing a construction water supply.
 - 6. Providing and maintaining the field office trailers for the Contractor and PVRPD, complete with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machines.
 - 7. Providing on-site communication facilities for the Owner and PVRPD, including telephones, radio pagers, an ability to connect to the internet, and fax machines.
 - 8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
 - 9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
 - 10. Arranging for and erection of Contractor's work and storage yard.

- 11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
- 12. Full-time presence of Contractor's superintendent at the Site as required herein.
- 13. Submittal of initial Construction Schedule as required by the Contract Documents.

ARTICLE 41. PAYMENTS

- a. PVRPD shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Unless otherwise specified in the Notice, Contractor shall be paid a sum equal to ninety five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.
 - 1. In the event PVRPD disputes all or a portion of any payment request, PVRPD shall pay the undisputed portion and return the payment request to the Contractor for revision and resubmittal of the disputed portion. Any dispute related to a payment request shall not relieve or excuse Contractor from its duty to proceed with the Work and complete the Work within the Contract Time.
- b. The Contractor shall, after the full completion of the Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against PVRPD arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Sections 8132, 8134, 8136, and 8138. Prior to final payment by PVRPD, the Contractor shall submit a final conditional waiver of lien for the Contractor's work, together with unconditional releases of lien from any subcontractor or materialmen for all previous payments and conditional releases for any remaining payments.

ARTICLE 42. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which PVRPD may retain under other provisions of the Contract Documents PVRPD may withhold payments due to Contractor as PVRPD may consider appropriate to protect PVRPD from any of the following:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due PVRPD for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean-up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquated damages.
- I. Legally permitted penalties.

Upon completion of the Contract, PVRPD will reduce the final Contract Price to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

ARTICLE 43. CHANGES AND EXTRA WORK

a. Work Directive Change. PVRPD and/or the Engineer, Architect may direct changes in the Work by issuing a Work Directive given in writing to Contractor's representative or on-site superintendent or foreman in charge of the particular Work for which the Work Directive is given. A Work Directive shall describe the work to be undertaken and any change in the Work. A Work Directive shall only be used when the Work to be added or deleted must be accomplished before the Change Order procedure can be accomplished. THE CONTRACT PRICE AND CONTRACT TIME MAY ONLY BE ADJUSTED BY CHANGE ORDER AND MAY NOT BE ADJUSTED BY WORK DIRECTIVE. TO THE EXTENT THE WORK DIRECTIVE RESULTS IN A CHANGE TO THE CONTRACT PRICE OR THE CONTRACT TIME, CONTRACTOR MUST TIMELY REQUEST A CHANGE ORDER AND COMPLY WITH ALL CHANGE ORDER PROCEDURES IN ACCORDANCE WITH THIS ARTICLE. Notwithstanding

issuance of a Work Directive, failure to timely request a Change Order shall constitute a waiver by Contractor of any adjustment to the Contract Price or Contract Time for the Work performed under the Work Directive. PVRPD shall not be liable to Contractor for Work performed or omitted by Contractor in reliance on verbal orders.

b. **Change Order Work.** PVRPD, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or to bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

- c. **Notice Of Delay Or Change.** With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the proposed change, within the following times:
 - 1. If due to unknown subsurface or latent physical conditions, within three (3) days from the discovery date or prior to the alterations of the conditions, whichever is earlier.
 - 2. If due to any other matter that may involve an adjustment to the Contract Time or the Contract Price, within seven (7) days from the discovery date.
- d. **Request For Extension Or Change.** Within twenty-one (21) days from providing the notice of delay or change, and prior to incurring any expense, Contractor shall submit a Change Order Request. The Change Order Request shall identify the amount of the adjustment to the Contract Price or the Contract Time, or both.

The Change Order Request shall contain all supporting documentation for the proposed changes, including but not limited to data showing the hours worked, cost estimates, invoices, and schedules. If the Change Order Request includes a request for an extension of the Contract Time, the Change Order Request shall include a time impact analysis showing the impact of the underlying facts and circumstances

to the critical path. PVRPD may request, and Contractor shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses.

If any added costs or information cannot be determined at the time of the Change Order Request, Contractor shall identify the reason the costs or information cannot be determined. For any costs or information that cannot be determined at the time Contractor submits the Change Order Request, Contractor shall submit to PVRPD notice of the costs or information and all supporting documentation within three (3) days of when the costs or information become subject to determination.

e. WAIVER OF RIGHTS OF CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE TIMELY NOTICE AND REQUEST WHERE SUCH NOTICE AND REQUEST IS REQUIRED BY THIS ARTICLE SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

- f. Whenever possible, any changes to the Contract Price shall be in a lump sum mutually agreed by the Contractor and PVRPD.
- g. Price quotations from the Contractor shall be accompanied by such detailed supporting documentation, including but not limited to estimates and quotations from subcontractors or material suppliers, as PVRPD may reasonably request.
- h. If the Contractor fails to submit a complete cost proposal within the twenty-one (21) Day period (or as requested), PVRPD has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the Contract Price in accordance with PVRPD's estimate of cost. If the change is issued based on PVRPD estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following receipt of PVRPD's estimate, the Contractor presents written proof that PVRPD's estimate was in error.
- i. Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the extra work, and shall be segregated as follows:
 - 1. <u>Labor</u>. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor

establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- 2. <u>Materials</u>. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of costs are not furnished within the time required for requesting a change of the Contract Price or Contract Time, then PVRPD may determine the materials cost, at its sole discretion, or may determine that the Contractor waived all rights to payment for material costs pursuant to Section 5 of this Article.
- 3. <u>Tool and Equipment Use</u>. Regardless of ownership, the rates to be used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. The Contractor shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to PVRPD for the total period of use. PVRPD shall the make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of \$1,000 or less.
 - i. The rental time to be paid for equipment shall be the time the equipment is in productive operation on the extra work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - ii. All equipment shall, in the opinion of PVRPD, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 - iii. Before construction equipment is used on any extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to PVRPD, in duplicate, a description of the equipment and its identifying number.
 - When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.
- 4. <u>Allowed Mark-up</u>. The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:
 - i. Net Cost is defined as the actual costs of labor, materials and tools and

equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide PVRPD with documentation of the costs, including but not limited to payroll records, invoices, and such other information as PVRPD may reasonably request.

- ii. For Work performed by the Contractor's forces the allowed mark-up shall not exceed ten percent (10%) of Labor costs, ten percent (10%) of Material costs, and ten percent (10%) of the cost of Tools and Equipment use.
- iii. For Work performed by a subcontractor or sub-subcontractor, the allowed mark-up shall not exceed ten percent (10%) of the subcontractor's or sub-subcontractor's Net Cost of the Work.

There shall be no Mark-up on work deducted.

- j. For added or deducted Work by subcontractors, the Contractor shall furnish to PVRPD the subcontractor's signed detailed records of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- k. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to PVRPD a detailed record of the cost to the Contractor, signed by such vendor or supplier.
- I. Contractor shall not be entitled to any compensation for Work subject to a change order except as expressly set forth in this Article. The mark-up added in instances of extra or additional work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work.
- m. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify PVRPD's Change Order form in an attempt to reserve additional rights.
- n. If PVRPD disagrees with the proposal submitted by Contractor, it will notify the Contractor, and PVRPD will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with PVRPD, a change order will be issued by PVRPD. If no agreement can be reached, PVRPD shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to PVRPD within fifteen (15) Days of the issuance of the unilateral change

order, disputing the terms of the unilateral change order and providing such supporting documentation for its position as PVRPD may reasonably require.

- o. No dispute, disagreement or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the changed work, including extra work, promptly and expeditiously.
- p. Any alterations, extensions of time, extra work, deductions in work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 44. OCCUPANCY

PVRPD reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 45. INDEMNIFICATION FOR THIRD PARTY CLAIMS

To the fullest extent allowed by law, Contractor shall defend (with counsel of PVRPD's choosing), indemnify and hold PVRPD, its officials, officers, agents, employees, and representatives free and harmless from any and all third party claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, regardless of whether the allegations are false, fraudulent, or groundless, arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and subcontractors, arising out of or in connection with the Work or this Contract, including claims made by subcontractors for nonpayment ("Third Party Claims"). Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of PVRPD's choosing, any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against PVRPD, its officials, officers, agents, employees and representatives pertaining to such Third Party Claims. The only limitations on this provision shall be those imposed by Civil Code Section 2782 et seq.

ARTICLE 46. RECORD ("AS BUILT") DRAWINGS

a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown in the Contract Documents. Contractor shall mark whichever drawings are most capable of showing conditions fully. Where shop drawings are used, Contractor must record a cross-reference to the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure, locate or record

at a later date. Contractor shall use colors to distinguish separate categories of the Work.

b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by PVRPD.

ARTICLE 47. RESOLUTION OF CONSTRUCTION CLAIMS UNDER \$375,000

- a. Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 43, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required by this agreement shall constitute a waiver of the right to procedures of this Article.
- b. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less.
- c. "Public work has the same meaning as in Section 8038 (formerly sections 3100 and 3106) of the Civil Code,"(20104(b)(1).
- d. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency. (20401(b)(2)).
- e. Claims governed by this Article must be filed no earlier than the date the work is completed or the last day the Contractor performs work on the job, whichever is earlier. Claims must be filed no later than the date of final payment.
- f. The claim shall be submitted in writing to PVRPD Project Manager and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

- g. **Supporting Documentation**: The Contractor shall submit all claims in the following format:
 - 1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
 - 2. List of documents relating to claim:
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (Requests for Information)
 - (d) Schedules
 - (e) Other
 - 3. Chronology of events and correspondence
 - 4. Analysis of claim merit
 - 5. Analysis of claim cost
 - 6. Time impact analysis in CPM format
- h. For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
 - 1. Additional information is thereafter required; it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - 2. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- i. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

- 1. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- 2. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- j. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- k. If following the meeting and conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- I. The following procedures are established for all civil actions filed to resolve claims subject to this article:
 - 1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person son as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - 2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - i. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible,

be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

- m. **Government Code Claims:** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against PVRPD. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against PVRPD may be filed.
- n. **Third Party Claims:** In the event that a third party claim arises out of this Contract, PVRPD will give timely notice of the claim to the Contractor after receipt of the third party claim.

ARTICLE 48. PVRPD'S RIGHT TO TERMINATE CONTRACT

a. Termination for Cause: PVRPD may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract in whole or in part if the Contractor: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete the Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the Work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of PVRPD; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate, and what actions, if any, Contractor may take to cure the breach. Within ten (10) Days after the service of such notice, Contractor shall remedy the breaches noted in the notice of intent to terminate or make arrangements acceptable to PVRPD for the required corrective action. After expiration of the ten (10) Day period, PVRPD may terminate the Contract by providing a Notice of Termination to the Contractor. PVRPD may take over and complete the Work by any method it may deem appropriate. Contractor and its surety shall be liable to PVRPD for any excess costs or other damages incurred by PVRPD to complete the Work. If PVRPD takes over the Work, PVRPD may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Site.

Upon termination, Contractor shall:

- 1. Stop Work as specified in the Notice of Termination.
- 2. Leave the Site and any other property upon which the Contractor was working in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 3. Terminate all subcontracts and purchase orders to the extent that they relate to the portions of the Work terminated.

Upon termination, Contractor shall not be entitled to receive any further payment from PVRPD, except for Work which was duly performed prior to the Effective Date of the Notice of Termination. Contractor shall submit an invoice for final payment within thirty (30) Days of the Effective Date of the Notice of Termination. PVRPD may withhold from final payment up to 150% of any disputed amounts, including any amounts which may be necessary to repair defective Work, complete unfinished Work, or are otherwise occasioned by Contractor's failure to perform its duties under the Contract.

b. **Termination for Convenience:** PVRPD may terminate performance of the Work, in whole or in part, upon ten (10) Days written notice if PVRPD determines that termination is in PVRPD's interest.

The Contractor shall cease all or the specified part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of PVRPD, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by PVRPD, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1. Stop Work as specified in the Notice.
- 2. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3. Leave the Site and any other property upon which the Contractor was working in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4. Terminate all subcontracts and purchase orders to the extent that they relate to the portions of the Work terminated.

- 5. Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.
- 6. Submit to PVRPD, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of PVRPD's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by PVRPD no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by PVRPD's Termination for Convenience."
- 7. Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The provisions in this section are in addition to and not in limitation of any other rights or remedies available to PVRPD.
- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, PVRPD may immediately order Contractor to cease Work until such safety or liability issues are addressed to the satisfaction of PVRPD or the Contract is terminated.

ARTICLE 49. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to PVRPD-owned or controlled real or personal property.
- d. Contractor shall furnish PVRPD with all warranty and guarantee documents prior to final acceptance of the Work by PVRPD.
- e. PVRPD shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work to complete or correct the work at issue. If the Contractor fails to promptly remedy any defect, or damage within this time; PVRPD shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

- f. In the event of any emergency constituting an immediate hazard to health, safety, property, when caused by Work of the Contractor not in accordance with the Contract requirements, PVRPD may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
 - 1. Obtain for PVRPD all warranties that would be given in normal commercial practice or that are required in the Contract Documents;
 - 2. Require all warranties to be executed, in writing, for the benefit of PVRPD; and
 - 3. Enforce all warranties for the benefit of PVRPD, unless otherwise directed in writing by PVRPD.
- h. This Article shall not limit PVRPD's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. PVRPD specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 50. DOCUMENT RETENTION & EXAMINATION

- a. In accordance with Government Code Section 8546.7, records of both PVRPD and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to PVRPD any of the Contractor's other documents related to the Work immediately upon request of PVRPD.
- c. In addition to the State Auditor's rights described above, PVRPD shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including electronic records, computations and projections) related to negotiating, pricing, or performing the Work in order to evaluate the accuracy and completeness of the cost or pricing data, for a period of four (4) years after final payment.

ARTICLE 51. SOILS INVESTIGATIONS

When a soils investigation report for the Site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil conditions, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of <u>design only</u> and Contractor is required to examine the Site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

Contractor shall be responsible for any costs resulting from Contractor's failure to examine the Site pursuant to this Article.

ARTICLE 52. SEPARATE CONTRACTS

- a. PVRPD reserves the right to let other contracts in connection with this Work or on the Site. Contractor shall cooperate with and permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to PVRPD any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Work and nature of any other contracts that have been or may be awarded by PVRPD in prosecution of the Work to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the Site. Contractor shall not cause any unnecessary hindrance or delay to any other contracts, PVRPD shall decide which contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. PVRPD shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Site.

ARTICLE 53. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to PVRPD shall be addressed to PVRPD as designated in the Notice Inviting unless PVRPD designates another address in writing for service of notice. Notice to por receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile or other electronic means shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 54. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, PVRPD shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 55. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a

complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 56. INTEGRATION

- a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire, integrated agreement of PVRPD and Contractor.

ARTICLE 57. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of PVRPD. Any assignment without the written consent of PVRPD shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify PVRPD in order that proper steps may be taken to have the change reflected on the Contract and all related documents.

ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to PVRPD all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time PVRPD makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 60. PROHIBITED INTERESTS

No PVRPD official or representative who is authorized in such capacity and on behalf of PVRPD to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any Engineer, Architecting, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 61. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify PVRPD in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to PVRPD, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.
- c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

ARTICLE 62. PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with the Work, and shall defend, indemnify and hold harmless PVRPD, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 63. OWNERSHIP OF DRAWINGS

All Contract Documents furnished by PVRPD are PVRPD property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to PVRPD on request at completion of the Work.

ARTICLE 64. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

SPECIAL CONDITIONS

Playground Equipment Manufacturer: Play & Park Structures Kathy Wiggins (661)-964-7626 Office kathy.wiggins@playandpark.com

Pleasant Valley Recreation and Park District legal holidays are: January 1 for New Year's Day; Third Monday in January for observance of Martin Luther King's birthday; Third Monday in February for observance of President's Day; Last Monday in May for observance of Memorial Day; July 4 for Independence Day; First Monday in September for observance of Labor Day; November 11 for Veterans' Day; Fourth Thursday and Friday in November for Thanksgiving; December 25 for Christmas Day. Fixed day holidays are observed on Fridays if they fall on a Saturday or Mondays if they fall on a Sunday.

The Contractor is advised that City of Camarillo City Hall is closed between Christmas Day and New Year's Day, and as such, inspection services are not available on those particular dates. The applicant shall schedule any and all grading, stormwater, encroachment, paving and utility work requiring City inspections accordingly. A schedule of City Hall hours may be obtained from City Hall or at City's website www.cityofcamarillo.org.

SPECIAL CONDITIONS

CONTRACT FORMS

Notice of Award Notice to Proceed Work Directive Change Order Notice of Completion

CONTRACT FORMS

APPENDICES

PLANS AND DRAWINGS

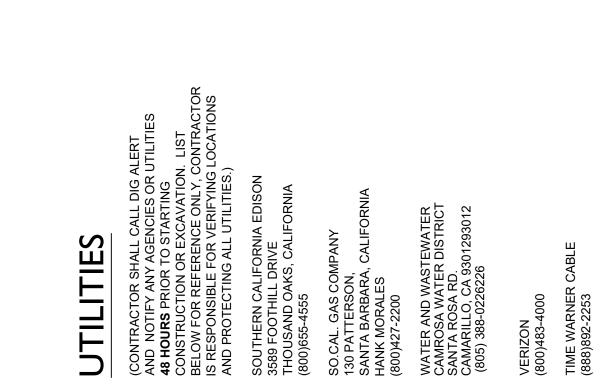
THE FOLLOWING PLANS AND DRAWINGS ARE INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:

1. CALLEGUAS CREEK NEIGHBORHOOD PARK PLAYGROUND INSTALLATION PLANS

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ET INDEX

COVER SHEET CONSTRUCTION DETAILS PLAYGROUND LAYOUT OPTION I PLAYGROUND LAYOUT OPTION 2 DRAINAGE LAYOUT OPTION I DRAINAGE LAYOUT OPTION 1





PARK SERICES MANAGER MATTHEW PARKER 1605 EAST BURNLEY STREET CAMARILLO, CA. 93010 (805)495-6471



Know what's **below. Call 811** before you dig. **DIG ALERT**

IMPORTANT NOTE: NO EXCAVATION OF ANY KIND IS TO OCCUR ANYWHERE ON SITE WITHOUT FIRST VERIFYING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES.



PLEASANT VALLEY RECREATION AND PARK DISTRICT 1605 EAST BURNLEY ST. CAMARILLO CA. 93010	ER SHEET	CALLEGUAS CREEK PARK PLAYGROUND INSTALLATION	IS/ISSUE DATE	DATE 0CT.,7, 2024
OMNEB	COVE	PROJECT	REVISIONS NO. REVISION 1 DESCRIPTIO	ISSUED FOR: BID

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PROJECT NO. CALLEGUAS-PG-25

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JAS CREEK PARK INSTALLATION PR(U A L E C くのよ

STORM WATER POLLUTION NOTES

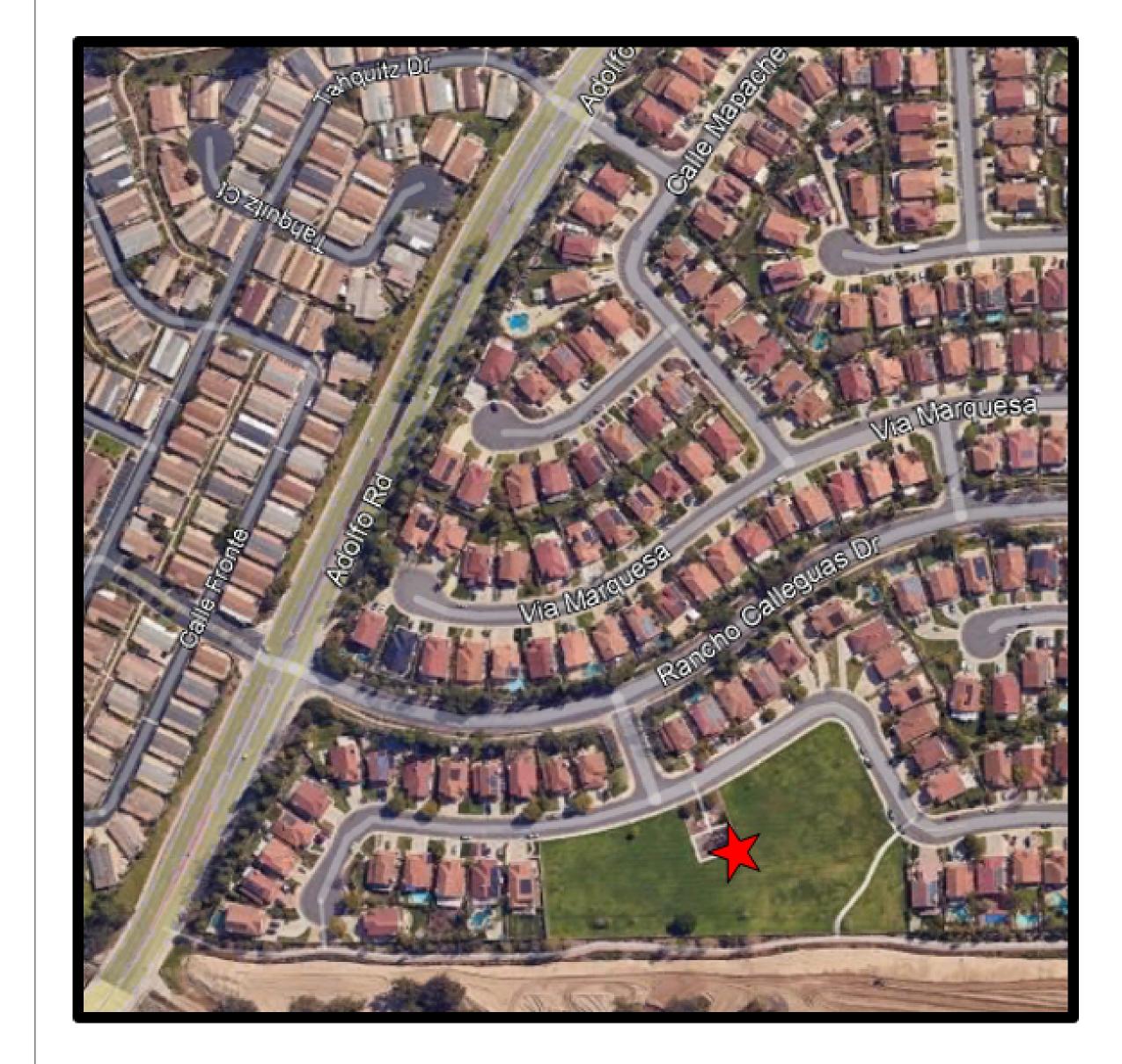
- ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEETFLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND. ..
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION-RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER. с'
- FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM. ю.
- EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE. 4
- TRASH AND CONSTRUCTION-RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND. 5.
- SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITION MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS. . 0
- ANY SLOPES WITH DISTURBED SOILS OR DENUDED VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER. ٦.
 - THE FOLLOWING BMPS AS OUTLINED IN, BUT NOT LIMITED TO, THE CALIFORNIA STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA), 2003, OR THE LATEST REVISED EDITION, MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS): ω

ECO1 - SCHEDULING NS01 - WATER CONSERVATION PRACTICES NS03 - PAVING AND GRINDING OPERATIONS NS06 - ILLICIT CONNECTION/DISCHARGE NS08 - VEHICLE AND EQUIPMENT CLEANING NS09 - VEHICLE AND EQUIPMENT FUELING NS10 - VEHICLE AND EQUIPMENT MAINTENANCE NS12 - CONCRETE CURING NS13 - CONCRETE FINISHING SE-6 - GRAVEL SANDBAGS

SE07 - STREET SWEEPING AND VACUUMING WE01 - WIND EROSION CONTROL WM01 - MATERIAL DELIVERY AND STORAGE WM02 - MATERIAL USE WM03 - STOCKPILE MANAGEMENT WM04 - SPILL PREVENTION AND CONTROL WM05 - SOLID WASTE MANAGEMENT WM06 - HAZARDOUS WASTE MANAGEMENT WM08 - CONCRETE WASTE MANAGEMENT

DESCRIPTION **PROJECT**

PROJECT IS WITHIN EXISTING PARK AND INCLUDES REMOVAL OF PLAY EQUIPMENT, RUBBER SURFACING, ENGINEERED WOOD FIBER (EWF) AND SAND. INSTALLATION OF PLAYGROUND EQUIPMENT, ENGINEERED WOOD FIBER (EWF) RUBBER POUR-IN-PLACE (PIP) SURFACING AND SUB-SURFACE DRAINAGE PITS. FEES FOR PERMITS TO BE PAID BY THE DISTRICT. CONTRACTOR RESPONSIBLE FOR PROCESSING AND COORDINATING PERMITS WITH THE CITY OF CAMARILLO.



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VERIZON (800)483-4

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NFORM TO THE GREENBOOK, 'STANDARD) PLANS FOR PUBLIC WORKS CONSTRUCTION' IN ATE OF THESE PLANS.

MITS SHALL BE PAID FOR BY THE DISTRICT.

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BE INSTALLED AND INSPECTED BY CERTIFIED LER; INSTALLER TO PROVIDE DISTRICT OF RMANCE TO PLAYGROUND SAFETY STANDARDS IN IECT INSTALLATION.

ECUTION, CONTRACTOR TO PROVIDE DISTRICT WITH A DULE TO INCLUDE EACH ITEM, LEAD TIME, ORDER AND OR SUBSTANTIAL COMPLETION.

VE DRAINAGE. NOTIFY DISTRICT CONTACT IF SITE HERWISE. MAINTAIN EXISTING FLOWLINES AND

OCATION OF UTILITIES PRIOR TO CONSTRUCTION AND VERNING AGENCIES. CONTRACTOR IS LIABLE FOR VG UTILITIES INCURRED BY PROJECT WORK.

E ANY EXISTING IMPROVEMENTS DAMAGED DURING PRE-CONSTRUCTION CONDITION TO DISTRICT'S

and site conditions before starting work. Any possible deficiencies between drawings and h field conditions shall be brought to the teattention.

NES PRIOR TO COMMENCING WORK. NO I, INCLUDING FOOTINGS, SHALL EXTEND BEYOND

KKMANSHIP, CONFORM TO LATEST CALIFORNIA D APPLICABLE GOVERNING AGENCY CODES AND RT OF CONTRACT DOCUMENTS TO BE IN VIOLATION OF NCIES EXIST, NOTIFY DISTRICT.

INSTALLATION OF ALL LANDSCAPE ITEMS SHALL BE TE, COUNTY AND LOCAL CODES, ORDINANCES AND UP Y ORDERS REGARDING PERFORMANCE OF WORK.

VICINITY OF UNDERGROUND UTILITIES SHALL E AND, IF NECESSARY, BY HAND THE CONTRACTOR ISIBILITY FOR THIS WORK AND THE DISRUPTION OR S SHALL BE IMMEDIATELY REPAIRED AT NO EXPENSE

GENERAL NOTES II

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- NS PRIOR TO REPANCIES OLUTION RTHER WORK. THE CONTRACTOR SHALL LAYOUT AND VERIFY ALL DIMENSION ORDERING PLAY EQUIPMENT AND CONSTRUCTION. ANY DISCF SHALL BE BROUGHT TO THE DISTRICT'S ATTENTION FOR RESC PRIOR TO ORDERING EQUIPMENT AND COMMENCING ANY FUR
- PIPING, FOOTINGS, AND SLEEVES SHALL BE SET IN PRIOR TO INSTALLATION OF CONSTRUCTION ITEMS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUB-CONTRACTORS REQUIRED TO ACCOMPLISH THE WORK.
- THE DRAWINGS AND SPECIFICATIONS REPRESENT FINISH STRUCTURES, CONSTRUCTION MEANS AND METHODS, SAFETY PROCEDURES, BRACING, TEMPORARY SUPPORTS, AND SHORING WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. OBSERVATION VISITS TO THE JOB SITE BY THE DISTRICT CONTACT DOES NOT INCLUDE INSPECTION OF CONSTRUCTION METHODS AND SAFETY CONDITIONS AT WORK SITE. THESE VISITS SHALL NOT BE CONSTRUED AS CONTINUOUS AND DETAILED INSPECTIONS.
 - GIVE DISTRICT CONTACT A MINIMUM OF 48 HOURS NOTICE FOR REQUIRED OR REQUESTED JOB SITE VISIT. 5.
 - FOR SUBMITTALS, SAMPLES AND SHOP DRAWINGS REQUESTED, SUBMIT VIA EMAIL TO DISTRICT CONTACT. . 0
- PROPOSED GRADES SHALL MEET EXISTING GRADES WITH SMOOTH AND CONTINUOUS TRANSITION, FLUSH ALONG ENTIRE EDGE. ٦.

GRADING NOTES

GRADES, PRIOR TO CONSTRUCTION, VERIFY EXISTING AND PROPOSED UTILITY LOCATIONS, EXISTING DRAINAGE STRUCTURES,

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- ANCIES NOTIFY THE DISTRICT CONTACT IMMEDIATELY UPON DISCREP⁴ BETWEEN THESE PLANS AND EXISTING CONDITIONS.
- N AWAY GRADE PLANTING AREAS ACCORDING TO CONSTRUCTION PLA FROM HARDSCAPE AND PROPERTY LINES. ю.
- FINISH GRADES IN PLANTING AREAS TO BE FLUSH WITH ADJACENT PAVIN SURFACE. 4.
- RE UGHT TO THE DO NOT PROCEED WITH CONSTRUCTION AS DESIGNED WHEN OBSTRUCTIONS, AREA DISCREPANCIES, OR GRADE DESIGN ARE DISCOVERED. SUCH CONDITION SHALL BE IMMEDIATELY BROUG DISTRICT CONTACT'S ATTENTION. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR NECESSARY REVISIONS DUE TO FAILURE 1 SUCH NOTIFICATION. ъ.

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GENERAL NO	ALL WORK SHALL CON SPECIFICATIONS AND EFFECT AS OF THE DA	CONSTRUCTION PERN	PLAY EQUIPMENT TO I PLAYGROUND INSTAL EQUIPMENTS CONFOF FORCE DURING PROJI	UPON CONTRACT EXE CRITICAL PATH SCHEI INSTALLATION DATE F	PROVIDE FOR POSITIV CONDITIONS ARE OTH DRAINAGE PATTERNS	VERIFY AND STAKE LC AS REQUIRED BY GOV DAMAGES TO EXISTIN	REPAIR AND REPLACE CONSTRUCTION TO PI SATISFACTION.	CHECK DIMENSIONS A DISCREPANCIES OR P SPECIFICATIONS WITH DISTRICT'S IMMEDIATI	VERIFY PROPERTY LIN CONSTRUCTION ITEM PROPERTY LINE.	MATERIALS AND WOR BUILDING CODES AND ORDINANCES. NO PAF CODES. IF DISCREPAN	CONSTRUCTION AND ACCORDING TO STATI TO CAL-OSHA SAFETY	EXCAVATION IN THE V PROCEED WITH CARE BEARS FULL RESPONS DAMAGE TO UTILITIES TO THE DISTRICT.	
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- ALL WORK SHALL CONFORM TO ALL CITY, COUNTY AND OTHER GOVERNING AGENCIES' REGULATIONS FOR CONSTRUCTION, GRADING AND DRAINAGE. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS REQUIRED FOR THIS WORK.
- Ш S FOR LOCATIONS OF EXISTING CONDITIONS, PROPERTY LINES, EASEMENTS, UTILIT ETC., REFER TO THE BOUNDARY AND TOPOGRAPHIC SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING IN THE FIELD ALL PROPERTY LINES, EASEMENTS AND RESTRICTIONS IDENTIFIED ON THE PLANS. с.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE LAYOUT OF THE PROJECT, FOR ESTABLISHING ALL REFERENCE POINTS, ELEVATIONS AND LINES S FOR CONSTRUCTION, FOR CERTIFICATION OF FINISH GRADES AS SHOWN ON THE DRAWINGS, AND TO MATCH EXISTING SURFACES WHERE APPLICABLE. IF NEEDED THE CONTRACTOR SHALL EMPLOY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR IN ORDER TO ACCURATELY DETERMINE ALL HORIZONTAL AND LAND SURVEYOR IN OR VERTICAL DIMENSIONS . с
- CONTRACTOR SHALL VISIT THE SITE, VERIFY EXISTING CONDITIONS, BECON FAMILIAR WITH EXISTING GRADES, SITE AND SOIL CONDITIONS. 4.
- THE CONTRACTOR SHALL NOTIFY THE DISTRICT OF ANY DISCREPANCIES BETWEEN THE ACTUAL SITE CONDITIONS AND THE PLANS PRIOR TO BEGINNING CONSTRUCTION. ъ.
- PRIOR TO THE Д NO FIELD WRITTEN DIMENSIONS SHALL PREVAIL OVER SCALED MEASUREMENTS AND DETAILS. . Ö

1605 EAST BURNLEY ST. CAMARILLO CA. 93010

RECREATION AND PARK DISTRICT

- THE DISTRICT IS TO REVIEW AND APPROVE ALL LAYOUTS IN THE START OF CONSTRUCTION. . ω Ζ.
 - VERIFY AND CLEARLY MARK THE LOCATION OF ALL UNDERGROUND UTILITIES AND SERVICES PRIOR TO ANY EXCAVATION. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ALL DAMAGE CAUSED BY FAILURE TO DO SO. <u>ю</u>
- DUST CONTROL AND EROSION & SILTATION PREVENTION SHALL BE IMPLEMENTED THROUGHOUT CONSTRUCTION AS REQUIRED BY THE GOVERNING AGENCIES, LOC, CODES AND ORDINANCES.

ΥΞΙΙΑΥ ΤΝΑΖΑΞΙ

OWNER

- CONTRACTOR SHALL KEEP THE SITE WATERED SUFFICIENTLY TO ELIMINATE DUST NUISANCE. SPECIMEN AND EXISTING TREES TO REMAIN SHALL BE WASHED DOWN WEEKLY TO HELP MAINTAIN THEIR HEALTH DURING CONSTRUCTION. 10.
- REPORT ANY CONDITIONS WHICH PREVENT PROPER EXECUTION OF THIS WORK TO THE DISTRICT. ALL 1. 12.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING FROM DAMAGE STRUCTURES, UNDERGROUND UTILITIES AND ANY EXISTING PLANT MATERIAL IDENTIFIED TO REMAIN ON THE SITE.
 - NO BRANCHES, LIMBS OR ROOTS OF ANY PLANT MATERIAL ARE TO BE CUT OR PRUNED WITHOUT AUTHORIZATION AND DIRECTION FROM THE ARBORIST OR HORTICULTURALIST. 13.
- ALL PLANTING AREAS SHALL BE GRADED AT A MINIMUM OF 2% AWAY FROM STRUCTURES AND TOWARD APPROPRIATE DRAINAGE INLETS, UNLESS OTHERWISE NOTED ON PLANS. FINISH GRADES SHALL BE ONE (1) INCH BELOW ADJACENT PAVIN IN LAWN AREAS, AND TWO (2) INCHES BELOW ADJACENT PAVING IN SHRUB/GROUND COVER AREAS. 4
- NEW PAVING AREAS SHALL BE SET FLUSH TO EXISTING ADJACENT PAVING SURFACES. PAVING CROSS SLOPE SHALL BE MINIMUM OF 2%. 15.
- FREELY PAVING AREA DRAINAGE SHALL BE DIRECTED AWAY FROM BUILDINGS AND STRUCTURES AT A MINIMUM OF 2 % FOR 5 FEET OR AS INDICATED ON THE DRAWINGS. ALL SURFACE FLOW SHALL BE DIRECTED TOWARD AND FLOW INTO DRAINAGE INLETS. 16.
- ER TO PLAYGROUND MANUFACTURERS PLANS AND SPECIFICATION FOR FALL) SAFETY ZONE. VERIFY ALL COMPONENTS AND SAFETY ZONE CONFORM TO AST 37-11 AND STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATIONS FOR YGROUND EQUIPMENT FOR PUBLIC USE CAN/CSA-Z614-07 CHILDREN'S YSPACES AND EQUIPMENT PRIOR TO PURCHASE AND INSTALLATION. PLAYGROUND PLAYSPACES / AND S F1487

ΝΟΙΤΑΙΙΑΤΖΝΙ ΟΝ

- 2% MINIMUM. FINE GRADING AROUND FOOTINGS, TO THE DISTRICT'S FINE GRADED SUBGRADE DRAINAGE SHALL BE PLAY STRUCTURES SHALL DRAIN AWAY FROM I SATISFACTION <u>6</u> 19.
 - FACTION. THE PER TYPE ISF IT T REPAIR AND REPLACE ANY EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION TO PRE-CONSTRUCTION CONDITION TO DISTRICT'S SATIS THIS INCLUDES ANY TURF AREAS ADJACENT TO WORK AND THROUGHOUT PROPERTY. ANY DAMAGED TURF AREAS TO BE REPLACED WITH SOD, TYP DISTRICT'S SPECIFICATION AND FENCED FOR A MINIMUM OF 5 WEEKS FOR ESTABLISHMENT PERIOD.



below.

Call 811 be DIG A



		381/: 53
CALLEGUAS CREEK PARK PLAYGROUND INSTALLATIO	ISUE DATE DATE TION DATE	DATE OCT. 7, 2024 / CHECKED PROJECT NO. CALLEGUAS-PG-25
PROJECT	REVISION NO. REVIS 1 DESCRIP	ISSUED FOR: BID DRAWN SCALE N.T.S. SHEET

OF ALL MATERIALS INDICATED ON CONTRACTOR SHALL IMPLEMENT TEMPORARY PROJECT CONTROLS, INCLUDING PREPARATION AND MAINTENANCE OF BMPS AS REQUIRED. SEE TITLE SHEET.

Ŕ

SED OF BY CONTRACTOR PRIOR TO

CONTRACTOR, THE CITY OF

4 INCHES **GREATER THAN** PLANTING PIT G OVER NIGHT.

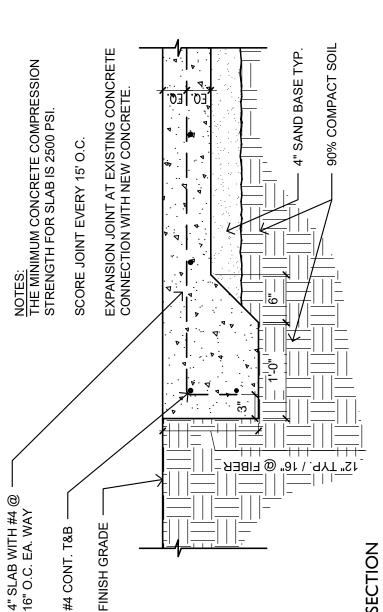
SS, & CONSTRUCTION ACCESS

. -

TREE PROTECTION NOTES

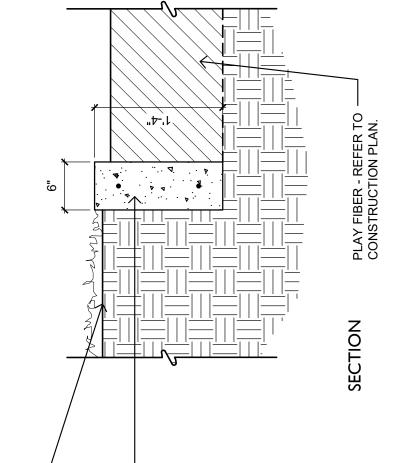
THESE TREE SPECIFICATIONS SHALL BE FOLLOWED TO PROTECT ALL TREES WHOSE DRIPLINE IS ENCROACHED UPON EITHER DIRECTLY OR INDIRECTLY BY CONSTRUCTION.

- ВП 10 NO EQUIPMENT IS TO BE PARKED UNDER A TREE, NOR ARE ANY MATERIALS STORED WITHIN THE TREE'S DRIPLINE OR LEANED AGAINST A TREE TRUNK. **GENERAL REQUIREMENTS** . -
 - DO NOT PILE OR COMPACT SOIL WITHIN A DRIPLINE. с.
- DO NOT NAIL GRADE STAKES OR ANYTHING ELSE TO TREES. ю. -
- DO NOT STRIP TOPSOIL. ANY VEGETATION TO BE REMOVED SHOULD BE REMOVED BY CUTTING AT GROUND LEVEL RATHER THAN PULLING OUT BY EQUIPMENT. 4.
- USE OF PNEUMATIC DRILLS IS NOT PERMISSIBLE; EXCAVATION AROUND ROOTS MUST BE PERFORMED BY HAND ONLY, NO POWER TOOLS. CUT ANY ROOTS CLEANLY WITHOUT FRAYED OR SPLIT ENDS, AND SOIL BACKFILLED IMMEDIATELY. ALL LANDSCAPE AREAS ARE TO RECEIVE UNINTERRUPTED IRRIGATION DURING ALL CONSTRUCTION. <u></u>2. . 0
 - TYPICAL WORK PROCEDURES ш.
- ALL WORK AROUND ANY EXISTING TREES SHALL FOLLOW THIS WORK PROCEDURES PROGRAM. THIS PROGRAM HAS BEEN DEVELOPED TO MINIMIZE IMPACTS TO EACH TREE AND PROTECT THEM FROM UNSCHEDULED DAMAGE.
- STAFF ALL WORK WITHIN A TREE'S ROOT ZONE SHALL BE AS DIRECTED BY DISTRICT ю. с.
 - THE EXTENT OF ALL WORK AFFECTING ANY OAKS SHALL BE STAKED BY FIELD SURVEY AND REVIEWED WITH THE DISTRICT STAFF PRIOR TO IRRIGATION INSTALLATION.
- NO FURTHER WORK WITHIN THE ROOT ZONE SHALL BE DONE BEYOND WHICH WAS APPROVED, WITHOUT OBTAINING WRITTEN APPROVAL FORM DISTRICT STAFF PRIOR TO PROCEEDING. HAND DIG VERTICAL TRENCH AT THE FINAL CUT LINE TO FINAL GRADE AND CLEANLY CUT ANY ROOTS ENCOUNTERED AND SEAL WITH APPROVED TREE SEAL. 4. <u></u>.
- DAMAGES с.
- IF A TREE, DESIGNATED TO REMAIN, IS REMOVED OR CAUSED TO BE IRREVERSIBLY DAMAGED AS DETERMINED BY DISTRICT STAFF, CONTRACTOR SHALL INSTALL A REPLACEMENT TREE MATCHING SIZE, QUALITY, AND VARIETY USING AN INSTALLER DESIGNATED BY THE DISTRICT. IF AN ACCEPTABLE REPLACEMENT TREE IS NOT AVAILABLE, CONTRACTOR WILL PAY DAMAGES TO THE DISTRICT FOR THE DAMAGED TREE VALUE AS ASSESSED BY THE TREE VALUE FORMULA IN ISA GUIDE FOR ESTABLISHING VALUE OF TREES AND OTHER PLANTS. <u>_</u>



TE PAVING

1'-0" П -SCALE:



CONCRETE CURB - MIN. 2" CLEAR ALL A AT SPLICES. END B/ JOINTS AND END OF BARS THROUGH CO

DOWN

30° TU EDGE

16" O.C.

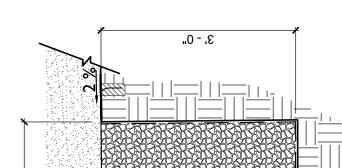
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GENERAL DEMOLITION NOTES

PROTECT IN PLACE EXISTING TREES PER TREE PROTECTION NOTES THIS SHEET <u>.</u>

ц Сі

- CONTRACTOR IS RESPONSIBLE FOR REMOVAL PLANS. .
- ANY HAZARDOUS MATERIALS SHALL BE DISPO GENERAL DEMOLITION. 5. 4.
- UTILITY SHUTOFF SHALL BE COORDINATED BY THOUSAND OAKS AND DISTRICT. ю.
- WORK SHALL BE PERFORMED IN ACCORDANCE WITH CAL-OSHA CONSTRUCTION SAFETY ORDERS, MOST RECENT EDITION.
 - NO OPEN TRENCH SHALL BE LEFT EXPOSED WITHOUT FLAGMEN OR SECURITY GUARD. ٦.
 - NO OPEN EXCAVATION SUCH AS TRENCH OR PI DEEP WILL BE LEFT EXPOSED OR UNSECURED ώ
- PROTECT IN PLACE EXISTING IMPROVEMENTS INCLUDING WALLS, PAVING, FENCING, PLANTING, IRRIGATION EQUIPMENT, VALVES, AND VALVE BOXES ю.
 - 10. CONTRACTOR TO ESTABLISH INGRESS & EGRE ROUTES TO LIMIT SITE DISTURBANCE



14" DEEP ENGINEERED WOOD FIBER (EWF) IN PLAY AREA INSTALL ACCORDING TO MANUFACTURER'S INSTRUCTIONS $\overline{}$

#4 CONT. T&B

- 3/4 -INCH CLEAN CRUSHED GRAVEL $(\mathbf{\dot{o}})$
- \odot
- GEOTEXTILE SEPARATION FABRIC, TENCATE MIIRAFI NL OR APPROVED EQUAL, TO ALLOW DRAINAGE, FILTRATION AND SEPARATION BETWEEN: ENGINEERED WOOD FIBER AND EARTH. PIT GRAVEL AND EARTH. ENGINEERED WOOD FIBER AND SUMP GRAVEL.
 - •
- SUMP WALL OR UNDISTURBED SUBGRADE , NATIVE SOII (4)

SECTION

- GEOTEXTILE ANCHOR BURY END OF GEOTEXTILE MIN 8 INCHES INTO COMPACTED SOIL. (<u>2</u>)

- GEOTEXTILE SEPARATOR INSTALL ON SUBGRADE BELOW EWF. ANCHOR ACCORDING TO MANUFACTURER'S INSTRUCTIONS.

- - 6
- NOT TO SCALE
- (N) SIDE FLARE SLOPE 10% MAX TYP. ELEVATION TO MATCH ALONG EDGE (N) ADA RAMP RAMP SLOPE 8.33% MAX. TY EDGE OF (E) CONC. CURB OR PAVING 30° TURN FDGE
- ADJACENT TURF OR PLANTING 1" AT TURF OR 2" AT PLANTING.







 \square

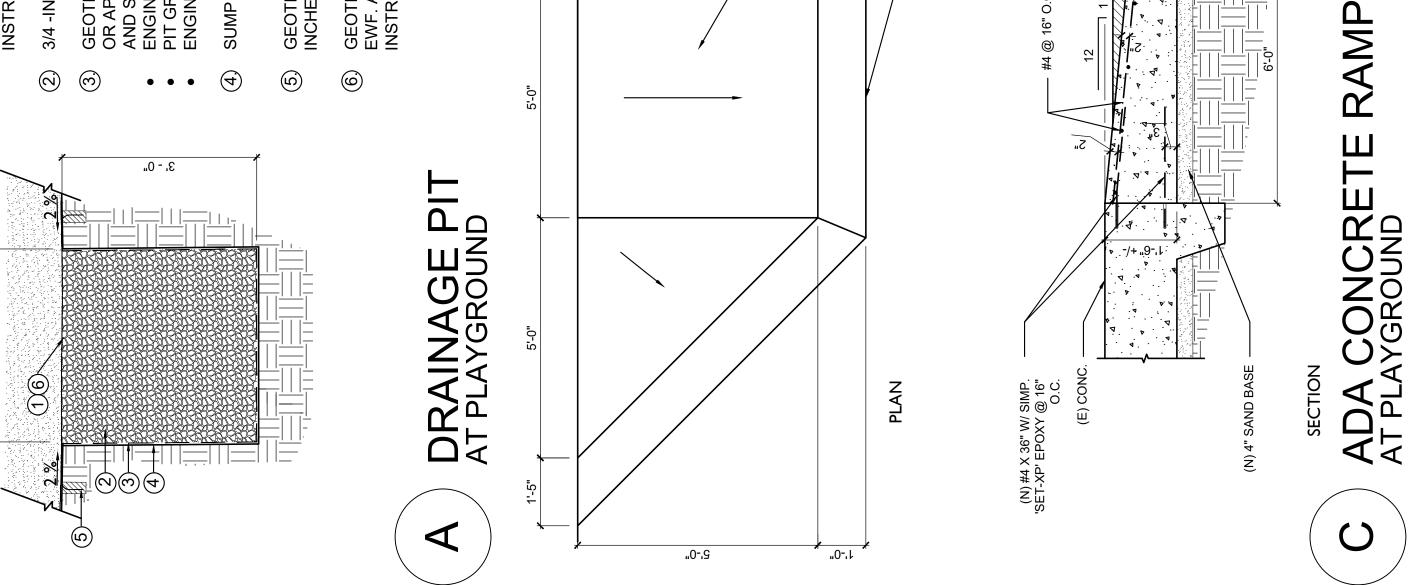
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SCALE: 1/2"

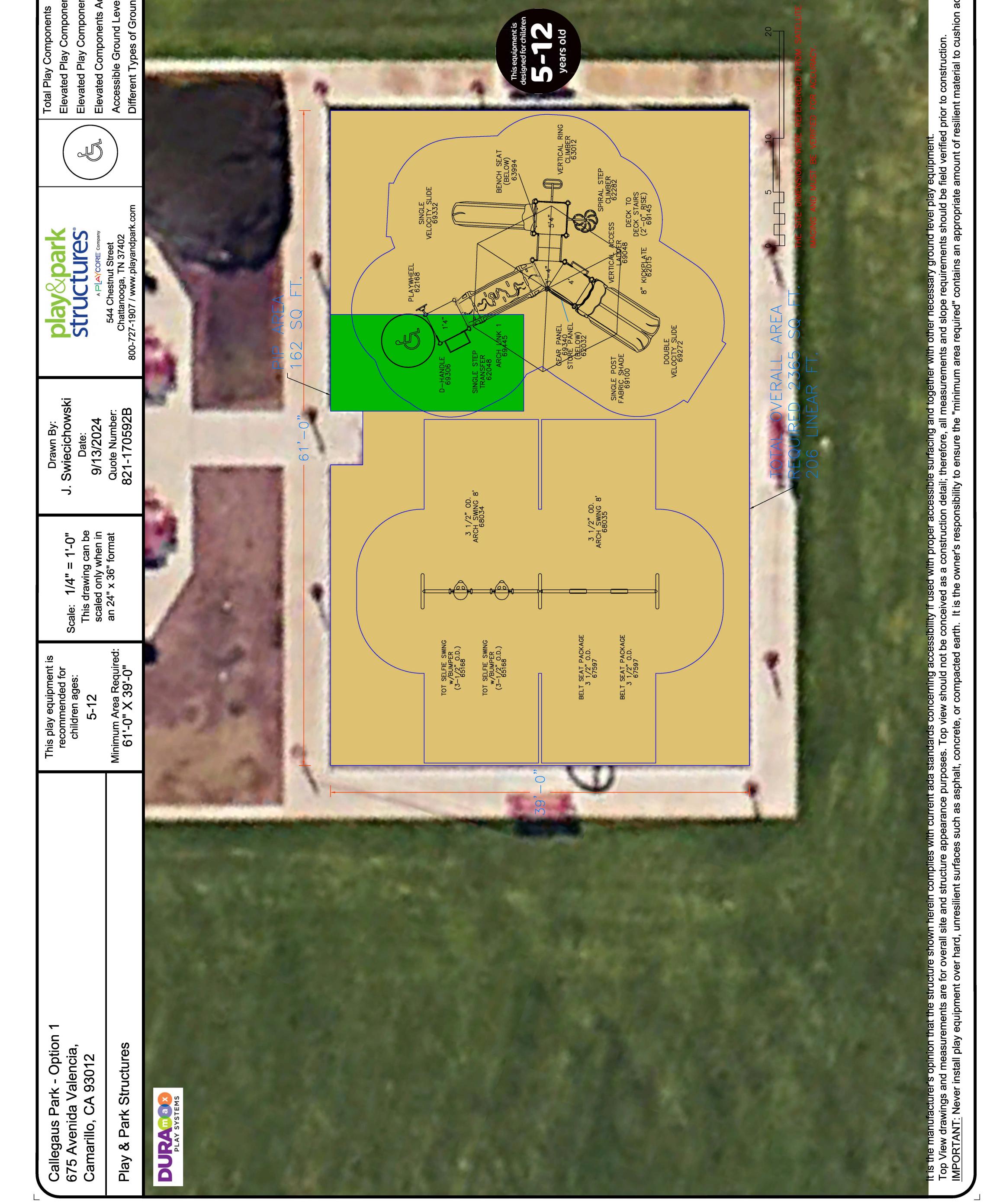
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CURB



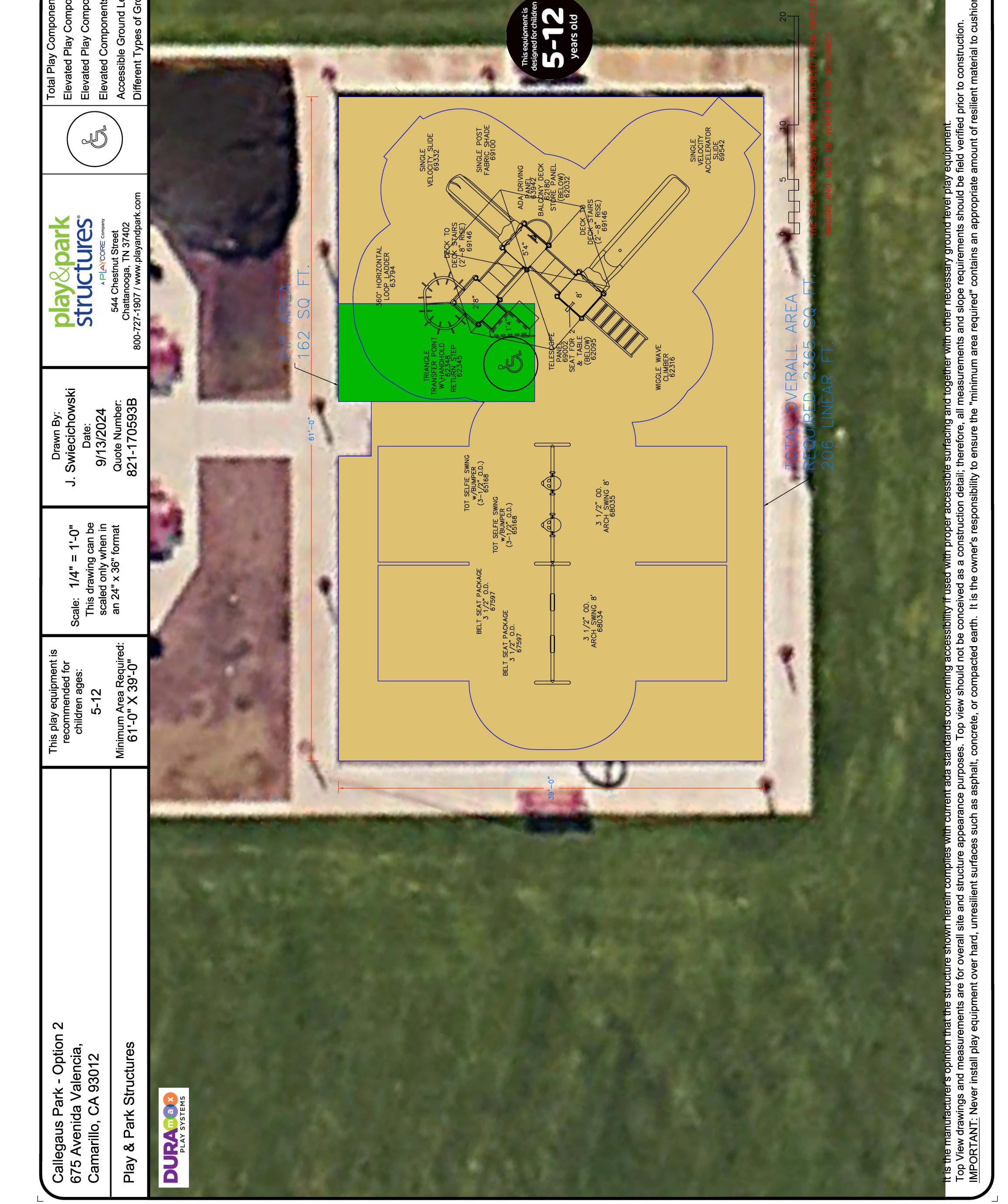
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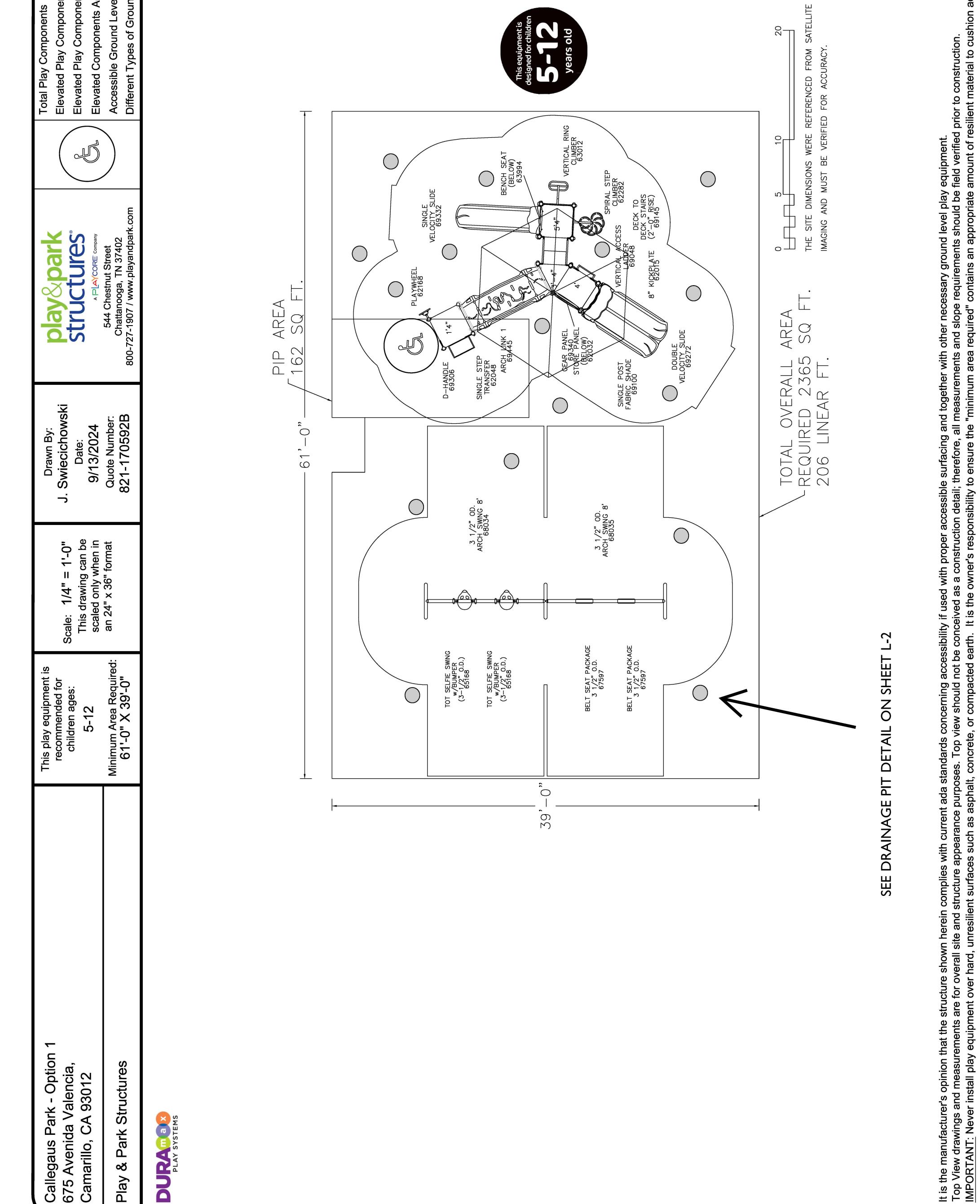
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<image/>	OWNER PLEASANT VALLEY RECREATION AND PARK DISTRICT 1605 EAST BURNLEY ST. CAMARILLO CA. 93010 0105 EAST BURNLEY ST. CAMARILLO CA. 93010	DRAINAGE PALN	PROJECT CALLEGUAS CREEK PARK PLAYGROUND INSTALLATION	ONS /ISIONS/ISSUE	ISSUED FOR: DATE BID OCT. 7, 2024 DRAWN / CHECKED OCT. 7, 2024 DRAWN / CHECKED SCALE N.T.S. CALLEGUAS-PG-25 SHEET SHEET SHEET 384/15
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accidental falls.				



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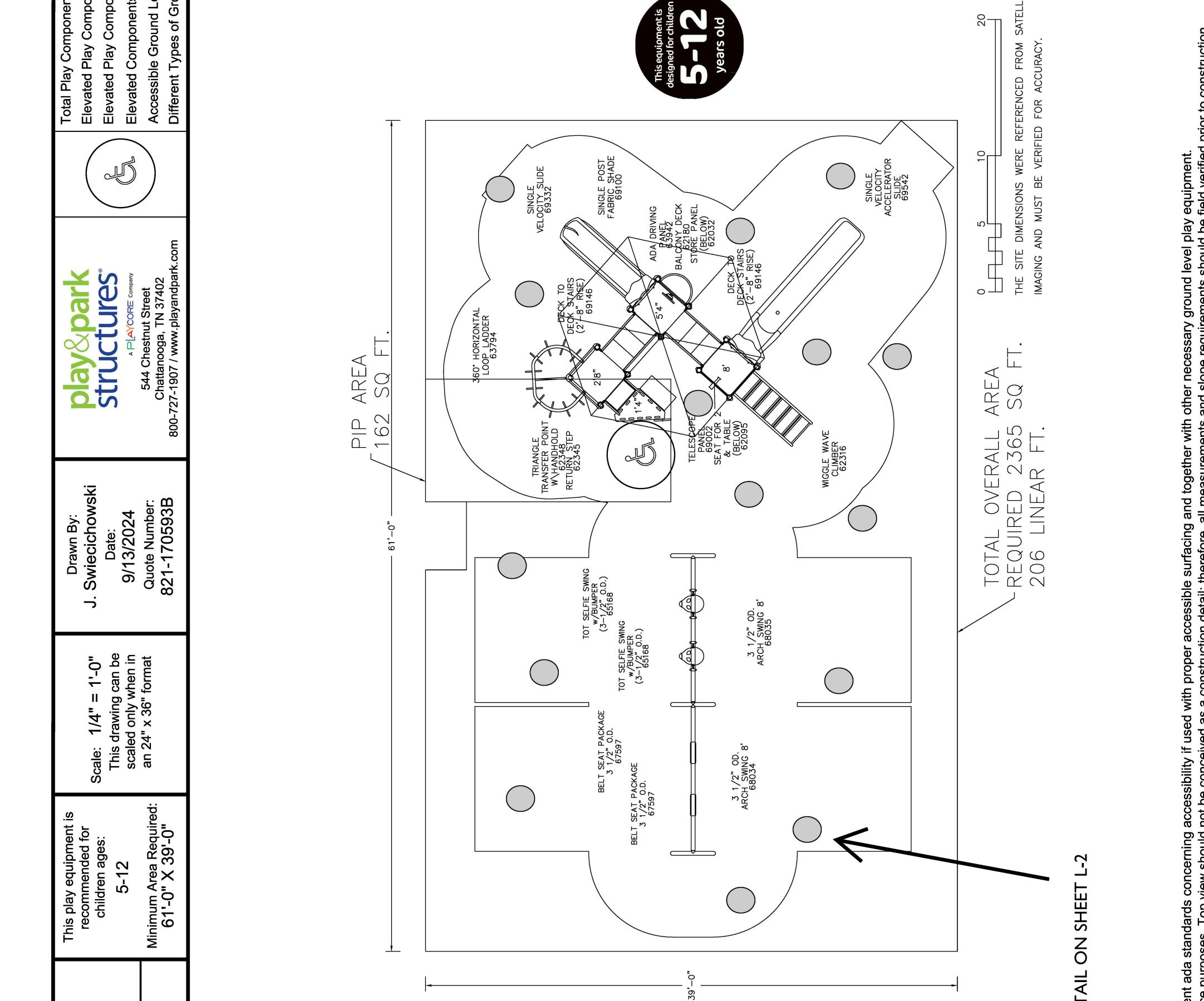
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Scale: 1/4" = 1'- This drawing can	an 24" x 36" form
This play equipment is recommended for children ages: 5-12	Minimum Area Required: 61'-0" X 39'-0"
- Option 1 encia, 3012	ctures



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DRAINAGE PIT LAYOUT

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Scale: 1/4" = 1 This drawing ca scaled only whe	an 24" x 36" for	
This play equipment is recommended for children ages: 5-12	Minimum Area Required: 61'-0" X 39'-0"	
- Option 2 lencia, 3012	ctures	

SEE DRAINAGE PIT DETAIL ON SHEET L-2

It is the manufacturer's opinion that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment. Top View drawings and measurements are for overall site and structure appearance purposes. Top view should not be conceived as a construction detail; therefore, all measurements and slope requirements should be field verified prior to construction. <u>IMPORTANT</u>: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushio



FORM OF BID

TO: PLEASANT VALLEY RECREATION AND PARK DISTRICT 1605 East Burnley Street CAMARILLO, CALIFORNIA 93010

FOR: CALLEGUAS CREEK PLAYGROUND INSTALLATION PROJECT

Pursuant to, and in compliance with, your Plans and Specifications relating hereto, the undersigned contractor hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of Plans and Specifications entitled:

CALLEGUAS CREEK PARK PLAYGROUND INSTALLATION PROJECT

SITE	TOTAL BID
Calleguas Creek Park Playground Option 1	Seventy Fore that SAND Three hundred Words Entertry Dollines \$74,3900 Figures

and of all addenda issued by the District, for the sum of:

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned contractor agrees to complete the work in one hundred fifty (150) calendar days, which shall be the contract time, commencing ten (10) calendar days after Notice to Proceed is issued to the undersigned contractor.

The undersigned contractor has checked all words and figures inserted in the bid submittal and understands that the District will make no allowance for any error or omission on the part of the undersigned.

The undersigned contractor recognizes the relations of trust and confidence that will be established between himself and the District by a contract, if awarded to him, and agrees in such event that the Drawings and other Contract Documents shall be deemed to be "instruments of service" and that he will use the documents for the sole purpose of completion of the contract in the best and soundest manner and in the most expeditious and economical way consistent with the interest of the Owner.

BID BID FORM 2 13

FORM OF BID

TO: PLEASANT VALLEY RECREATION AND PARK DISTRICT 1605 East Burnley Street CAMARILLO, CALIFORNIA 93010

FOR: CALLEGUAS CREEK PLAYGROUND INSTALLATION PROJECT

Pursuant to, and in compliance with, your Plans and Specifications relating hereto, the undersigned contractor hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of Plans and Specifications entitled:

CALLEGUAS CREEK PARK PLAYGROUND INSTALLATION PROJECT

SITE	TOTAL BID
Calleguas Creek Park Playground Option 2	Seventy Seven thousand El Utit hundre Words Twenty Donnes \$77,820 Figures

and of all addenda issued by the District, for the sum of:

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned contractor agrees to complete the work in one hundred fifty (150) calendar days, which shall be the contract time, commencing ten (10) calendar days after Notice to Proceed is issued to the undersigned contractor.

The undersigned contractor has checked all words and figures inserted in the bid submittal and understands that the District will make no allowance for any error or omission on the part of the undersigned.

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BID BID FORM 2 13 The District reserves the right to reject any or all bids, to accept other than the lowest bid, and to waive any irregularity in the bids received. The award of contract, if made, will be to the lowest responsible Bidder based on the total base bid only, as determined solely by the District.

The District reserves the right, and is hereby granted the right, to accept or reject this proposal at any time within **thirty (30)** days following the date of the last day for receiving bids.

	Bidder's Firm Name:*	R.E. Schultz Construction		
	Authorized Signature:	D950		d Schultz
3	Title:	President, Sole Officer		
	Mailing Address:	1767 North Batavia Stre	et	
	12. No	Orange, CA 92865		
	Telephone:	714-649-2627		
0	State Contractor's License N	umber and Classificati	on Designation: CSLB #1	007195 / A, B, C61/D34, C61/D12
1	Bidder's License Number:	1007195	Expiration Date:	9/30/25
	l declare under the penalty oregoing is true and correct		ws of the State of Cali	fornia that the
	Executed this <u>17th</u> California.	day of <u>Octob</u> er	, 2024 , at Orang	e, CA
*	Insert Bidder's name. If a co orporation organized under	orporation, give the Sta the laws of <u>Californi</u>	te of incorporation usin a	g the phrase, "A
t	he undersigned Bidder her he proposed Work, and hav lans, specifications, and all	e read and examined	the Contract Docume	d the location of nts, including all

BID BID FORM 2 14

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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 selfinsurance 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.

Name of Bidder	R.E. Schultz Construction, Inc.	1.5115
Signature	REEK	
Name	Richard Schultz	2017 2017 2017 2017 2017 2017 2017 2017
Title	President, Sole Officer	Production Contraction
Dated	10/17/24	Contraction of the second
	WORKERS COMPENSATIO BID FORM 3 16	
		389/553

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, Sections 4100 et seq., each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Work to be Performed	Subcontractor	Address of Business	% of the Work	License Number(s)	DIR Registration Number
N/A	N/A	N/A	N/A	N/A	N/A
					×
Name of B Signature Name & T	Bichard Sc	z Construction, Inc.	r)		
Dated		SNATION OF SUBCON BID FORM 5 20	TRACTO	RS	

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the <u>President, Sole Officer</u> of <u>R.E. Schultz Construction, Inc.</u>, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>10/17/24</u> [date], at <u>Orange</u> [PVRPD], <u>CA</u>

[State].			
2900			101101 101101 101101
(Signature)			
Richard Schultz	V		141
(Print Name)			<u>.</u>
President, Sole Officer			1 01 (A)
(Print Title)			
10/17/24			
(Date)			
	NON-COLLUSION DE		
	BID FORM	7	
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			391/553

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- The Contractor is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Work does not exceed \$1,000,000.

Signed	RECON	Richard Schultz
Title	President, Sole Officer	
Firm	R.E. Schultz Construction, Inc.	
Date	10/17/24	

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

IRAN CONTRACTING ACT CERTIFICATION BID FORM 8

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: <u>R.E. Schultz Construction, Inc.</u>

DIR Registration Number: 1000033385

Bidder further acknowledges:

- 1. Bidder shall maintain a current DIR registration for the duration of the project.
- 2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- 3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

			S. S. S.
Name of Bidder	R.E. Schultz Construction, Inc.	29 - 20 - 20 - 20 - 20 - 20 - 20 - 20 -	11
Signature	P2Sely		- OPT
Name & Title	Richard Schultz, President (Sole Office	er)	1. 97 - 2410
Dated	10/17/24		
PUBLIC	WORKS CONTRACTOR REGIST	RATION CERTIFICATION	
	BID FORM 9 30		

ADDENDUM # 1

REQUEST FOR BIDS FOR PLAYGROUND INSTALLAITION AT CALLEGUAS CREEK PARK

DATE: October 14, 2024

ISUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT

1605 East Burnley St. Camarillo, Ca. 93010

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

PROJECT: QUITO PARK PLAYGROUND INSTALLATION

ISSUED to: For Distribution to Bid Proposers

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

This Addendum consists of two (2) pages and the modifications to the document noted below. <u>CLARIFICATION OF BID DOCCUMENT (Submittals)</u>,

- Plan Sheets Added sheets L-5 & L-6 for (drainage layouts for both playground options)
- Revised Bid Documents (typo corrections)
- Added work scope cut-sheet

The proposal due date is 10:00am on October 17, 2024.

Matthew Parker Park Services Manager Pleasant Valley Recreation and Park District

PROPOSER'S CERTIFICATE

I acknowledge receipt of all two (2) pages of this Addendum No. 1 and accept the aforementioned.

oser's Signa	ature	Richard Schultz, 10/17/24	President (Sol
		O BE SIGNED H PROPOSA	
L			

BIDDERS CHECKLIST

This checklist has been prepared and furnished to assist Bidders in including all items necessary for a complete Bid. Omission of items from the list does not relieve the Bidders of the obligation to comply with all requirements of the bid documents. Bidders' submittals should include, but are not necessarily limited to, the following:

	Item	Checked
1.	Bidders Checklist Sheet (this sheet)	x
2.	Bid	x
3.	Contractor's Certificate regarding Workers' Compensation	x
4.	Bid Bond or other security	x
5.	List of Subcontractors Information	×
6.	Information Required of Bidders	x
7.	Non-Collusion Declaration	x
8.	Iran Contracting Act Certification	x
9.	Public Works Contractor Registration Certification	x

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder	R.E. Schultz Construction,	Inc.	-	110	all and a
Signature	Parad			St of the	
Name and Title	Richard Schultz, President	(Sole Officer)			
Dated	10/17/24			N. I.	
	CHECKLIST BID FORM 1				
	12				

396/553

FORM OF BID

TO: PLEASANT VALLEY RECREATION AND PARK DISTRICT 1605 East Burnley Street CAMARILLO, CALIFORNIA 93010

FOR: CALLEGUAS CREEK PLAYGROUND INSTALLATION PROJECT

Pursuant to, and in compliance with, your Plans and Specifications relating hereto, the undersigned contractor hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of Plans and Specifications entitled:

CALLEGUAS CREEK PARK PLAYGROUND INSTALLATION PROJECT

SITE	TOTAL BID
Calleguas Creek Park Playground Option 1	Seventy-overthasonal Three hundred Words Ententry Dollines \$74,3800 Figures

and of all addenda issued by the District, for the sum of:

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned contractor agrees to complete the work in one hundred fifty (150) calendar days, which shall be the contract time, commencing ten (10) calendar days after Notice to Proceed is issued to the undersigned contractor.

The undersigned contractor has checked all words and figures inserted in the bid submittal and understands that the District will make no allowance for any error or omission on the part of the undersigned.

The undersigned contractor recognizes the relations of trust and confidence that will be established between himself and the District by a contract, if awarded to him, and agrees in such event that the Drawings and other Contract Documents shall be deemed to be "instruments of service" and that he will use the documents for the sole purpose of completion of the contract in the best and soundest manner and in the most expeditious and economical way consistent with the interest of the Owner.

BID BID FORM 2 13

FORM OF BID

TO: PLEASANT VALLEY RECREATION AND PARK DISTRICT 1605 East Burnley Street CAMARILLO, CALIFORNIA 93010

FOR: CALLEGUAS CREEK PLAYGROUND INSTALLATION PROJECT

Pursuant to, and in compliance with, your Plans and Specifications relating hereto, the undersigned contractor hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of Plans and Specifications entitled:

CALLEGUAS CREEK PARK PLAYGROUND INSTALLATION PROJECT

SITE	TOTAL BID
Calleguas Creek Park Playground Option 2	Seventy Seven thousand El Utit hundre Words Twenty Donnes \$77,820 Figures

and of all addenda issued by the District, for the sum of:

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned contractor agrees to complete the work in one hundred fifty (150) calendar days, which shall be the contract time, commencing ten (10) calendar days after Notice to Proceed is issued to the undersigned contractor.

The undersigned contractor has checked all words and figures inserted in the bid submittal and understands that the District will make no allowance for any error or omission on the part of the undersigned.

The undersigned contractor recognizes the relations of trust and confidence that will be established between himself and the District by a contract, if awarded to him, and agrees in such event that the Drawings and other Contract Documents shall be deemed to be "instruments of service" and that he will use the documents for the sole purpose of completion of the contract in the best and soundest manner and in the most expeditious and economical way consistent with the interest of the Owner.

BID BID FORM 2 13 The District reserves the right to reject any or all bids, to accept other than the lowest bid, and to waive any irregularity in the bids received. The award of contract, if made, will be to the lowest responsible Bidder based on the total base bid only, as determined solely by the District.

The District reserves the right, and is hereby granted the right, to accept or reject this proposal at any time within **thirty (30)** days following the date of the last day for receiving bids.

	Bidder's Firm Name:*	R.E. Schultz Construction		
	Authorized Signature:	D950		d Schultz
3	Title:	President, Sole Officer		
	Mailing Address:	1767 North Batavia Stre	et	
	12 T	Orange, CA 92865		
	Telephone:	714-649-2627		
S	- State Contractor's License N	Number and Classificati	on Designation: CSLB #1	007195 / A, B, C61/D34, C61/D12
1	Bidder's License Number:	1007195	Expiration Date:	9/30/25
" f	l declare under the penalty oregoing is true and correc	v of perjury under the la st."	ws of the State of Cali	fornia that the
	Executed this <u>17th</u> California.	day of <u>Octob</u> er	, 2024 , at Orang	e, CA
*	Insert Bidder's name. If a c orporation organized unde	orporation, give the Sta r the laws of <u>Californi</u>	te of incorporation usin a	g the phrase, "A
t	he undersigned Bidder he he proposed Work, and ha lans, specifications, and a	ve read and examined	the Contract Docume	d the location of nts, including all

BID BID FORM 2 14

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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 selfinsurance 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.

Name of Bidder	R.E. Schultz Construction, Inc.		L.SITS.
Signature	RECT		10/ CERTING
Name	Richard Schultz		0 0117 0 2 0 0117 0
Title	President, Sole Officer		
Dated	10/17/24		and the second sec
	WORKERS COMPENSATIO BID FORM 3 16	N CERTIFICATE	
			400/553

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that, R.E. Schultz Construction, Inc. hereinafter called the PRINCIPAL, and U.S. Specialty Insurance Company , a corporation duly organized under the laws of the \$tate of Texas having its principal place of business at 801 South Figueroa Street #700, Los Angeles, CA 90017 in the State of and authorized to do business in the State of California, California hereinafter call the SURETY, are held and firmly bound unto PVRPD of Camarillo, hereinafter called the OBLIGEE. order. on in the sum of Ten Percent of the Amount Bid in Dollars 10% () (being at least ten percent (10%) of the total amount of PRINCIPAL'S bid price) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the PRINCIPAL has submitted its Bid for the project entitled <u>Calleguas Park Playground Installation Project</u> to the OBLIGEE, the Bid, by reference thereto; being hereby made a part hereof.

NOW, THEREFORE, if the Bid is rejected or, in the alternate, if the Bid is accepted and the PRINCIPAL signs and delivers a Contract and furnishes evidence of insurance and a Performance Bond and Payment Bond, all in the form and within the time required by the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the PRINCIPAL shall be forfeited to the OBLIGEE, it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL shall be the entire amount of this obligation as herein stated, as liquidated damages.

The SURETY, for value received, hereby agrees that the obligations of SURETY and its bond shall not be impaired or affected by any extension of the time within which the OBLIGEE may accept the Bid, and the SURETY hereby waives notice of any such extension.

BID BOND BID FORM 4 17 In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay, in addition to the sum set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court, in addition to the penal sum of the Bond.

Signed this <u>17th</u>	day of <u>October</u>	, 20 <u>24</u> .	25
		R.E. Schultz Construction, Inc.	
		BY	_
		U.S. Specialty Insurance Company	
		BY Blake A. Pfister, Attorney-in-Fact	2

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

THE FOLLOWING INFORMATION IS REQUIRED

Any claims under this bond may be addressed to:

(Name and Address of Surety)

U.S. Specialty Insurance Company

801 South Figueroa Street #700

Los Angeles, CA 90017

(Name and Address of Agent or Representative for service of process in California, if different from above)

Same

(Telephone number of Surety and Agent or Representative for service of process in California)

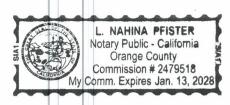
Surety: 800-486-6695

Agent: 949-248-1543

BID BOND BID FORM 4 18

CALIFORNIA ACKNOWLEDGMENT	CIVIL CODE § 1189
	8484848884848484848484848484848484848484
A notary public or other officer completing this certificate verifies only to which this certificate is attached, and not the truthfulness, accura	
State of California County of <u>Orange</u>	
	ina Pfister, Notary Public, ere Insert Name and Title of the Officer
personally appeared <u>Blake A. Pfister</u> Name(s	of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Signature of Notary Public

- OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Atta Title or Type of Do	a ched Document cument: <u>Bid</u> Bond 11-:	327-6	59	
	October 17, 2024			mber of Pages:
Signer(s) Other Tha	n Named Above: <u>N/A, Non</u>	e		
Capacity(ies) Clain				
	ake A. Pfister	Signe	r's Name:	
Corporate Officer	– Title(s):			Title(s):
🗆 Partner – 🗆 Limi	ted 🗆 General		tner – 🗆 Limited	
Individual	🛛 Attorney in Fact		and the second s	□ Attorney in Fact
□ Trustee	Guardian or Conservator		stee	
Other:			er:	
Signer is Represent Insurance Co	ng: U.S. Specialty			
\$	282528282828282828282828282828282828282	0x0x0x0x0x0	50x0x0x0x0x0x0x0x0x0x0x0x0x	CarCarCarCarCarCarCarCarCarCarCarCarCarC

©2019 National Notary Association

NO. 11-327-659

ACKNOWLEDG	IENT
A notary public or other officer completing this certific individual who signed the document to which this cert truthfulness, accuracy or validity of that document.	ate verifies only the identity of the tificate is attached, and not the
State of California County of)	
On <u>10-16-3024</u> before me, (insert name and title of the officer) personally appeared <i>Richard Sch</i>	ult
personally appeared <u><u><u></u></u> <u><u></u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u></u>	e to be the person(s) whose name(s) is/are o me that he/she/they executed the same in per/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laws o paragraph is true and correct.	f the State of California that the foregoing
WITNESS my hand and official seal.	D. MINDIOLA Notary Public - California Orange County
Signature (Sea	Commission # 2350274 My Comm. Expires Mar 5, 2025
End of Section	n
BID BOND	
BID FORM 4 19	
	404



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Blake A. Pfister of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond Dollars (***\$5,000,000.00***). *****Five Million***** penalty does not exceed

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, **U.S. SPECIALTY INSURANCE COMPANY**

Daniel P. Aguilar, Vice President

405/553

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

State of California County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

(seal)

WITNESS my hand and official seal.

ttti Signature



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

n Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeies, California this 17th day of October 2024

Bond No. Agency No.	11-327-659		Kio Lo, Assistant Secretary
		Visit tmhcc.com/surety for more information	HCCSMANPOA02/2024

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, Sections 4100 et seq., each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Work to be Performed	Subcontractor	Address of Business	% of the Work	License Number(s)	DIR Registration Number
N/A	N/A	N/A	N/A	N/A	N/A
Name of B Signature Name & T	Pichard Sc	z Construction, Inc.	r)		
Dated		GNATION OF SUBCON BID FORM 5 20	TRACTO	RS	

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

Failure to complete all information may render your bid non-responsive. [***Indicate not applicable ("N/A") where appropriate.***]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

.0	Name	of Bidder:	R.E. Schultz Co	nstruction, Inc.
2.0	Туре	of Entity:	a California Co	prporation
3.0	Bidde	r Address:	<u> </u>	
		40-5049 mile Number		49-2627 nicole@reschultzconstruction.com one Number E-Mail
4.0		many years actor? <u>+25</u>		organization been in business as a
5.0		many years nt name?		rganization been in business under its
	5.1		at other or for RES Enterprises,	rmer names has Bidder's organization Inc.
6.0	If Bide	der's organiz	ation is a corpor	ation, answer the following:
	6.1	Date of Inco	orporation:	4/21/2015
	6.2	State of Inc	orporation:	California
	6.3	President's	Name:	Richard Schultz, Sole Officer
	6.4	Vice-Presid	ent's Name(s):	N/A
	6.5	Secretary's	Name:	N/A
	6.6	Treasurer's	Name:	N/A
		INFORM	ATION REQUI BID FOR 21	RED OF BIDDERS M 6

- 7.0 If an individual or a partnership, answer the following: N/A
 - 7.1 Date of Organization:
 - 7.2 Name and address of all partners (state whether general or limited partnership):

- 8.0 If other than a corporation or partnership, describe organization and name principals: N/A
- 9.0 List other states in which Bidder's organization is legally qualified to do business.

Nevada and Washington

10.0 What type of work does the Bidder normally perform with its own forces?

General Engineering. Site work, demo, equipment installation (Play structures, shade shelters, and site amenities.), and safety surfacing.

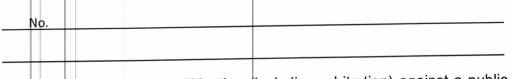
11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

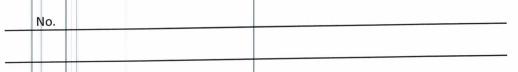
INFORMATION REQUIRED OF BIDDERS BID FORM 6

22

13.0 Has Bidder ever filed a Government Code claim against a public agency? If so, explain the circumstances of the claim:



14.0 Has Bidder ever instituted litigation (including arbitration) against a public agency? If so, identify the public agencies involved, the case numbers, and the circumstances of the litigation:



15.0 Has a public agency ever instituted litigation (including arbitration) against Bidder? If so, identify the public agencies involved, the case numbers, and the circumstances of the litigation:

No.	

16.0 Have liquidated damages ever been assessed against the Bidder? If so, identify the agencies that assess liquidated damages against the Bidder:

No.

No

- 17.0 Has a public agency ever filed a claim against the Bidder's performance bond? If so, identify the agencies that filed a claim:
- 18.0 Has the Bidder ever had a claim filed against the Bidder's payment bond? If so, identify the project on which a claim was filed:

No.			
11	NFORMATION REQUIRE BID FORM	D OF BIDDERS	
	23		

19.0 Has the Bidder ever had a claim filed against the Bidder's bid bond or otherwise had to surrender its bid security? If so, identify the project:

No.	
Bidder's Bank and Branch Address:	
Bank of America	
4825 E. Chapman Ave Orange CA 92869	
800-432-1000	

21.0 Name of Bonding Company and Name and Address of Agent:

U.S. Specialty Insurance Co.	The Bond Connection
801 S Figueroa St. #700	27201 Puerta Real #300
Los Angeles CA 90017	Mission Viejo, CA 92691
310-649-0990	Blake Pfister: 949-248-1543

22.0 Additional Bidder's Statements:

20.0

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A			
		D OF BIDDERS	
	BID FORM 24	D	

B. LIST OF CURRENT AND COMPLETED PROJECTS

Please include only those projects which are similar enough to the Work in scope and complexity to demonstrate Bidder's ability to perform the required Work.

Playground installer must have or a subcontractor that has a Certified Playground Safety Inspector (CPSI) Certification with a minimum of (5) five prior installations including but are not limited to: minor demolition and grading, installation of paving, curbing, and playground equipment.

PROJECT 1	
Name of Agency:	Rialto Unified School District
Business Address: Project Name: Agency Contact Name, Email & Phone # Description of Work: Date Completed &:	260 S. Willow Ave, Rialto, CA 92376 Bid No. 23-24-021, Playground Equipment and Artificial Turf Installation Phase 2 Shawn Cuttress: 909-820-7863 / scuttres@rialtousd.org Playground Equipment and Artificial Turf Installation Current Project to be completed by April 2025
Dollar Value of Work:	\$1,489,960.00
PROJECT 2	
Name of Agency:	City of Moreno Valley
Business Address:	14075 Frederick St., Moreno Valley, CA 92553
Project Name:	Celebration Park Playground and Surfacing Replacement
Agency Contact Name, Email & Phone #	Allen Yun: 951-413-3704 / alleny@moval.org
Description of Work:	Playground and Surfacing Replacement
Date Completed &:	Current Project to be completed by January 2025
Dollar Value of Work:	\$308,445.00

INFORMATION REQUIRED OF BIDDERS BID FORM 6

25

Name of Agency:	Anaheim Elementary School District
Business Address:	1001 S. East Street, Anaheim, CA 92805
Project Name:	2023-10-FAC-GC
Agency Contact Name, Email & Phone #	Alex Kang – 714-517-7549 Ext. 4313 / akang@aesd.org
Description of Work:	Playground Equipment Upgrade.
Date Completed &:	July 2023
Dollar Value of Work:	\$905,970.00
PROJECT 4	
Name of Agency:	City of Dana Point
Business Address:	33282 Golden Lantern, Dana Point, CA 92629
Project Name:	33282 Golden Lantern, Dana Point, CA 92629 Shipwreck Park
Project Name: Agency Contact Name,	Shipwreck Park
Project Name: Agency Contact Name, Email & Phone #	Shipwreck Park Scott Fisher: 760-814-7226 / SFisher@DanaPoint.org
Project Name: Agency Contact Name, Email & Phone # Description of Work:	Shipwreck Park Scott Fisher: 760-814-7226 / SFisher@DanaPoint.org Park Renovation

Name of Agency:	City of Bellflower
Business Address:	16600 Civic Center Drive, Bellflower, CA 90706
Project Name:	Thompson Park – Specification No. 22/23-07
Agency Contact Name, Email & Phone #	Len Gorecki: 562-804-1424 Ext. 2259 / lengorecki@bellflower.org
Description of Work:	Park Improvements
Date Completed &:	November 2023
Dollar Value of Work:	\$349,593.00

INFORMATION REQUIRED OF BIDDERS BID FORM 6

26

C. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder	R.E. Schultz Construction, Inc.	-	
Signature	RESER		Section of the sectio
Name	Richard Schultz		
Title	President, Sole Officer		
Dated	10/17/24		Carlos Carlos
	INFORMATION REQUIRED BID FORM 6	OF BIDDERS	
	27		
			413/553

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the <u>President, Sole Officer</u> of <u>R.E. Schultz Construction, Inc.</u>, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>10/17/24</u> [date], at <u>Orange</u> [PVRPD], <u>CA</u>

[State].			
2900			101101 0150 - 10
(Signature)			
Richard Schultz	\bigcirc		212
(Print Name)			20 0/9
President, Sole Officer			C(2) (2)
(Print Title)			
10/17/24			
(Date)			
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	BID FORM	7	
	28		
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			414/553

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- The Contractor is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Work does not exceed \$1,000,000.

Signed	RSO V	Richard Schultz
Title	President, Sole Officer	
Firm	R.E. Schultz Construction, Inc.	
Date	10/17/24	

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

IRAN CONTRACTING ACT CERTIFICATION BID FORM 8

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

DIR Registration Number: 1000033385

Bidder further acknowledges:

- 1. Bidder shall maintain a current DIR registration for the duration of the project.
- 2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- 3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

R.E. Schultz Construction, Inc.	and the state of the
RESOL	O ENV
Richard Schultz, President (Sole Officer)	
10/17/24	
WORKS CONTRACTOR REGISTRATION C	ERTIFICATION
BID FORM 9 30	
	Richard Schultz, President (Sole Officer) 10/17/24 WORKS CONTRACTOR REGISTRATION C BID FORM 9

ADDENDUM # 1

REQUEST FOR BIDS FOR PLAYGROUND INSTALLAITION AT CALLEGUAS CREEK PARK

DATE: October 14, 2024

ISUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT

1605 East Burnley St. Camarillo, Ca. 93010

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

PROJECT: QUITO PARK PLAYGROUND INSTALLATION

ISSUED to: For Distribution to Bid Proposers

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

This Addendum consists of two (2) pages and the modifications to the document noted below. <u>CLARIFICATION OF BID DOCCUMENT (Submittals)</u>,

- Plan Sheets Added sheets L-5 & L-6 for (drainage layouts for both playground options)
- Revised Bid Documents (typo corrections)
- Added work scope cut-sheet

The proposal due date is 10:00am on October 17, 2024.

Matthew Parker Park Services Manager Pleasant Valley Recreation and Park District

PROPOSER'S CERTIFICATE

I acknowledge receipt of all two (2) pages of this Addendum No. 1 and accept the aforementioned.

Proposer's Sig	pature	7	Richa 10/1	ird Schultz, Pres 7/24	ident (Sole Officer
103/	THIS DOCUMENT TO AND SUBMITTED WITH				



CERTIFICATE OF ACHIEVEMENT

THIS CERTIFICATE IS PROUDLY PRESENTED TO

R.E. Schultz Construction, Inc.

Has successfully completed a course in techniques and procedures required for proper installation of Play and Park Structures playground Equipment

In recognition of the successful completion of this training and in acknowledgement for a certified installer, **R.E. Schultz Construction, Inc.** is hereby designated

OFFICIAL CERTIFIED INSTALLER

By receipt of this designation, **R.E. Schultz Construction, Inc.** agrees to install Play and Park Structures playground equipment in accordance with Play and Park Structures specifications and installation instructions

This Designation is effective from **April 16, 2024** to **April 15, 2026** In witness whereof, we have affixed our signature this **16th** day of **April 2024**



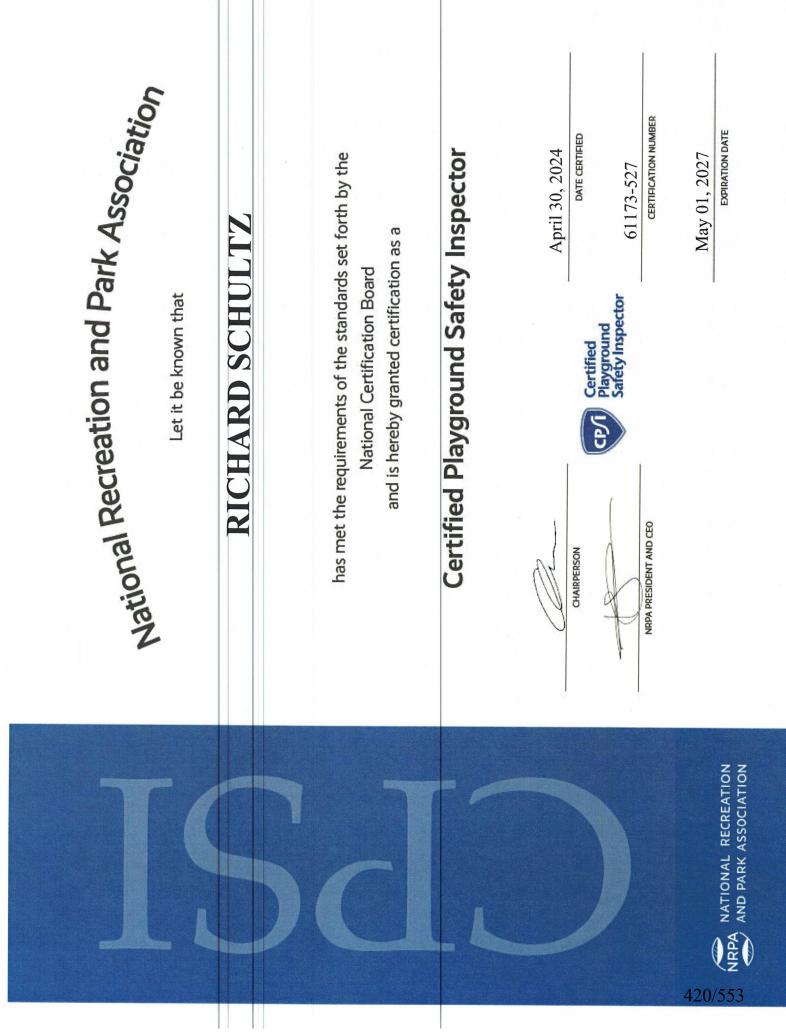
Kim Blackwood

Kim Blackwood VP of Customer Satisfaction and Compliance

Spencer Cherk

Spencer Cheak Group President

419/553







CONTRACTORS STATE LICENSE BOAR

Contractor's License Detail for License # 1007195

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- > Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 7/24/2024 8:20:18 AM

Business Information

R E SCHULTZ CONSTRUCTION INC 1767 N BATAVIA STREET ORANGE, CA 92865 Business Phone Number:(714) 649-2627

> Entity Corporation Issue Date 09/10/2015 Expire Date 09/30/2025

> > License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ► A GENERAL ENGINEERING
- C-61 / D34 PREFABRICATED EQUIPMENT
- B GENERAL BUILDING
- ► C-61 / D12 SYNTHETIC PRODUCTS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY. Bond Number: 100320462 Bond Amount: \$25,000 Effective Date: 01/01/2023 Contractor's Bond History Bond of Qualifying Individual This license filed Bond of Qualifying Individual number JT007487 for CHRIS LEE THOMAS in the

amount of \$25,000 with JET INSURANCE COMPANY. Effective Date: 03/07/2024 BOI's Bond History

> The qualifying individual RICHARD EARL SCHULTZ certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required. Effective Date: 06/24/2016

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST Policy Number:WSD506512002 Effective Date: 04/14/2024 Expire Date: 04/14/2025 Workers' Compensation History

Other

• Personnel listed on this license (current or disassociated) are listed on other licenses.

Back to Top

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EST. 1927 State of California Department of Industrial Relations	eCPR Public Search Log in
	Public Works Support
	Contractors
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	Register
Home > Contractor > R.E. SCHULTZ CONSTR	UCTION, INC
R.E. SCHULTZ CONSTRUCTION, INC	
Contractor Contractor business email	
chelsea@reschultzconstruction.com	
Contractor c ation eff date	
2024-07-01	
Contractor first name	
Richard	
Contractor mailing city	
ORANGE	

Contractor mailing state	
CA	
Contractor mailing zip	
92865	
Contractor physical city	
ORANGE	
Contractor physical state	
СА	
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92865	
Contractor certify date	
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Contractor company type	
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Driver On Off Hauling; Cement Mason; Gen	
Contractor craft snow	
Contractor c ation exp date	
2027-06-30	
Contractor date deactivated	
Contractor dba name	
R.E. SCHULTZ CONSTRUCTION, INC	

Contractor entity number	
C3779421	
Contractor ID	
1000033385	
Contractor last name	
Schultz	
Contractor mailing address2	
Contractor physical address1	
1767 N. BATAVIA ST.	
Contractor physical address2	
Contractor source	
SNOW	
Contractor wc cert date	
2024-04-14	
Contractor wc exp date	
2025-04-14	
Contractor wc policy number	
WSD5065120-02	
Contractor wc selection	
Insured by carrier	
Contractor legal entity name	

R.E. SCHULTZ CONSTRUCTION, INC	
Contractor mailing address1	
1767 N. BATAVIA ST.	
Contractor wc carrier	
Richard Schultz	
Checked	

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BOARD RESOLUTION OF R.E.SCHULTZ CONSTRUCTION, INC. DULY PASSED ON APRIL 21, 2015

The undersigned, being all the directors of R.E. Schultz Construction, Inc., hereby signs and adopts the following Resolution:

BE IT RESOLVED that Richard Schultz, is hereby authorized to do and perform any and all such acts, including execute and be a sole signer of any and all documents and certificates, as is deemed necessary or advisable, to carry out the purposes and intent of the Corporation, and, FURTHER, that such acts shall be binding upon the Corporation.

It is hereby certified by the undersigned that the foregoing Resolutions were duly passed by the Board of Directors of the above-named Corporation on this April 21, 2015, in accordance with the Memorandum or By-Laws and Articles of Incorporation of the Company and that said Resolutions have been duly recorded in the Minute Book and is in full force and effect.

OccuSigned by: Richard Schultz

Richard Schultz, President

Richard Schultz

Richard Schultz, Secretary

A0779521

3779421

Certificate of Amendment Of Articles of Incorporation

The undersigned certify that:

,20

FILED Secretary of State State of California

JAN 07 2016

1cc 1. They are the President and the Secretary, respectively, of RES ENTERPRISES, INC., a California corporation.

2. Article <u>I.</u> of the Articles of Incorporation of this corporation is amended to read as follows:

The name of the corporation is: R.E. Schultz Construction, Inc.

- 3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
- 4. The corporation has issued no shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: Jan 5, 2016 Senders Contact Information: **Richard Schultz** 2914 E. Katella Ave #102 Orange CA 92867 714-649-2627

Entity #C3779421

Richard Schultz, President

Richard Schultz Secretary

JAN 1 9 2016 Date: aleys Koll ALEX PADILLA, Secretary of State

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT / AGENDA REPORT

TO: BOARD OF DIRECTORS

- FROM: MARY OTTEN, GENERAL MANAGER By: Matthew Parker, Park Services Manager
- DATE: November 6, 2024

SUBJECT: CONSIDERATION AND SELECTION OF PLAYGROUND EQUIPMENT AND APPROVAL OF BID AWARD FOR PLAYGROUND INSTALLATION AT QUITO PARK

SUMMARY

The FY 2024-2025 Capital Improvement Projects Budget allocated \$400,000 for the replacement of playgrounds, and Quito Park has been identified as a priority due to the age and condition of the equipment, last replaced in 1996. The District has two options being presented for Quito Park.

BACKGROUND

The playground equipment at Quito Park, installed in 1996, has reached the end of its useful life and is scheduled for replacement as part of the District's Capital Improvement Program (CIP). Two new playground options have been developed for Quito Park, leveraging a 55% discount from the vendor, Play & Park Structures. This project also falls under the California Uniform Public Construction Cost Accounting Act (CUPCCAA), which streamlines the bidding process and reduces administrative expenses.

The notice for bids for playground installation was posted in the required trade journals on October 7, 2024, with bids due by October 17, 2024. The District received bids from three contractors: R.E. Schultz, Lee Construction, and Central Coast Playgrounds. Following the bid review, R.E. Schultz was identified as the lowest responsive and responsible bidder.

ANALYSIS

In 2020, the District established a cooperative purchasing agreement with Omina® Partners to take advantage of state procurement compliance on a national scale. This partnership aims to reduce the costs of goods and services, as well as streamline the public procurement process. As a result of these agreements, the District has been able to achieve substantial cost savings on both operating and capital expenditures. The playground equipment itself (slide, swings, platforms, etc.) can be used through a single contract of one of the cooperative partners, whereas the service to demo and install the equipment requires the District to follow California Uniform Public Construction Cost Accounting Act (CUUPCA) and District procurement policies.

Play & Park Structures was selected based on their contract with the Omnia Partners Purchasing Alliance, ensuring competitive pricing and compliance with procurement regulations. Staff

utilized Omnia® to secure the playground proposal, which guarantees high-quality products at a reduced cost.

Two playground options have been developed for Quito Park, both designed to maximize play features while meeting safety and accessibility standards. These design options were crafted to fit within the existing playground footprint, ensuring minimal disruption to the park's layout. By maintaining the existing space, the plans also promote seamless integration with surrounding amenities. Furthermore, the 55% discount offered by Play & Park Structures significantly boosts the District capacity to stretch its CIP funding, enabling the replacement of a second playground. This strategic financial advantage allows for more comprehensive improvements across the park, ultimately benefiting a larger segment of the community by providing safer and more engaging recreational spaces for youth of all abilities.

To comply with CUPCCAA guidelines, staff solicited informal bids from the three qualified contractors for the demolition of the old playground and installation of the playground equipment. After reviewing the bids for compliance with project specifications, R.E. Schultz was determined to be the lowest responsive and responsible bidder. The installation work includes site preparation, equipment installation, and safety surfacing, with completion expected within the month of March 2025, causing minimal disruption to park operations.

Options for Quito Park

1. Option #1: \$48,302.13 (equipment) / \$94,680.00 (demo and installation) Total Cost of Equipment + Installation: \$142,982.13

- Recommended for ages 5-12
- 14 Total Play Components / 7 elevated components
- User Capacity: 45-55
- 184 sq. ft. Pour-In-Place Surfacing
- Swings: reflection selfie swing, tween mate swing, ADA swing, belt swing

2. Option #2: \$74,301.92 (equipment) / \$114,960.00 (demo and installation) Total Cost of Equipment + Installation: \$189,261.92

- Recommended for ages 5-12
- o 16 Total Play Components / 8 elevated components
- User Capacity: 75-85
- 730 sq. ft. Pour-In-Place Surfacing
- Swings: reflection selfie swing, tween mate swing, ADA swing
- Medium Cosmos Jr. cable climber apparatus

FISCAL IMPACT

The FY 2024-2025 Capital Improvement Program (CIP) budget allocated \$400,000 for the purchase and installation of new playground equipment.

•••						
Option	Permit Fees	Playground Equip.	Demo/Install Cost	Project Cost	5% Contingency	Not To Exceed
		Cost			e o mongomo y	

\$ 94,680.00

\$114,960.00

Playground Equipment and Installation Costs

\$ 48,302.13

\$74,301.92

Selecting either option will leave sufficient funds in the \$400,000 budget to cover the installation at both Quito Park and Calleguas Creek Park, depending on the combination of selected options.

\$ 146,982.13

\$ 193,261.92

\$ 7,349.11

\$ 9,663.10

\$ 154,331.23

\$ 202,925.02

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy:

• **3.1**: Renovate and modernize existing parks and recreation facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

RECOMMENDATION

\$ 4,000

\$ 4.000

#1

#2

It is recommended the Board approve the following action items:

- 1. Approve the General Manager to enter into an agreement with Playcore, Inc. dba. Play & Park Structures, Inc. for the purchase of playground equipment at Quito Park for an amount not to exceed either Option #1 or Option #2; and
- 2. Approve the bid from R.E. Schultz, for demolition, site preparation, and installation in the amount of either Option #1 or Option #2 and authorize the General Manager to execute the contract with R.E. Schultz to commence the project.

ATTACHMENTS

- 1) Play & Park Structures quote and playground renderings Quito option #1 (9 pages)
- 2) Play & Park Structures quote and playground renderings Quito option #2 (10 pages)
- 3) Construction Agreement with R.E. Schultz Construction Inc. (57 pages)
- 4) R.E. Schultz Construction Inc. Bid Submittal (35 pages)



Play & Park Structures of Central Coast CA 2390 C #170 Los Posas Rd. Camarillo, CA, 93010 Phone: 661-964-7626 Fax: Email: kathy.wiggins@playandpark.com Contact: Kathy Wiggins

Quote Number: 821-170590A

Quote Date: 10/11/2024

Quito Park - Option 1

Pleasant Valley Recreation & Park District Attn: Nick Marinthal 1605 E. Burnley St Camarillo, CA 93010 Phone: 805-482-1996 NMarinthal@pvrpd.org

Stock ID Description Quantity Weight Unit Price Amount RDU CUSTOM SUPERMAX STRUCTURE 1 2373.5 \$55,564.00 \$55,564.00 2 60059 -- 5"OD ALUM UPR 10'W/CAP 60060 -- 5"OD ALUM UPR 12'W/CAP 3 60061 -- SMALL KICKPLATE-8"SPACE 2 60948 -- 5"OD ALUM UPR 11' W/CAP 2 61383 -- SINGLE POST FABRIC SHADE 1 1 69332 -- 5'-4"SGL VELOCITY SLIDE 3 71000 -- SQUARE DECK 71028 -- ENHANCED BARRIER W/RAIN 1 71031 -- RING CLAMP ASSEMBLY 25 71104 -- INCLINE WALL CLIMBER 4'-0 1 71346 -- SINGLE SEAT 1 71347 -- WHISTLE 1 71348 -- SEAT FOR TWO AND TABLE 1 71463 -- TRANSFER MODULE 4'-0" 1 71657 -- SGL VELOCITY SLIDE 5'-4" 1 71661 -- RIGHT CURVED SLIDE 4'-8" 1 71681 -- DOUBLE VELOCITY 4'-0" 1 71753 -- PINNACLE CLIMBER SINGLE 1 ATTACH 71968 -- Shop Panel 1 G60041 -- 13'POST W/O CAP GALV 1 RDU SWINGS 1 670 \$13,208.00 \$13,208.00 65167 -- REFLECTIONS SELFIE SWING 3.5" 1 65179 -- TWEEN MATES SWING 3 1/2" 2 67620 -- 3 1/2"OD ADA ARCH SWG AAB 1 67920 -- 3 1/2"MADE-FOR-ME SEAT GV 1 68034 -- 3.5"OD STANDARD ARCH SWIN 1 313199 PPS OWNER'S KIT 1 11 \$0.00 \$0.00 Total Weight: 3054.5 SubTotal: \$68,772.00 Pricing per National IPA / OMNIA Partners Public Sector Contract Discount: \$30,824.36 #R220202.__ Please reference contract number on your Estimated Freight: \$4,868.29 purchase order made out to Play and Park Structures. \$2,751.20 Tax: Total Amount: \$45,567.13

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of Central Coast CA.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations m434/553 between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and

specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation: Accepted By (printed):			P.O. No:					
Signature:			Date:					
Title:		_	Phone:					
Purchase Amount:	3	E-mail:						
Order Information								
Bill to:			Ship to:					
Company:		_	Company: _					
Attn:		_	Attn:					
Address:		_	Address:					
City/State/Zip:		_	City/State/Zi	p:				
Billing Contact:		-	Jobsite Conta	nct: _				
Billing Phone:		_	Jobsite Phone	e:				
Billing Fax:								
Enter desired color palette name:					OR			
Enter desired color: Uprights ()	Decks (-)			
Accents ()	Roofs/Tubes (Slides/Panels ()		
Play & Park Structures of Central Coast CA								
Ву:								
Salesperson's signature								

Salespersons's Signature

Customer's Signature



Play & Park Structures of Central Coast CA 2390 C #170 Los Posas Rd. Camarillo, CA, 93010 Phone: 661-964-7626 Fax: Email: kathy.wiggins@playandpark.com Contact: Kathy Wiggins

Quito Park - Structural Calcs

Pleasant Valley Recreation & Park District Attn: Nick Marinthal 1605 E. Burnley St Camarillo, CA 93010 Phone: 805-482-1996 NMarinthal@pvrpd.org

Quote Number: 821-171592 Quote Date: 9/27/2024

Stock I D	Description	Quantity	Weight	Unit Price	Amount
FEE	Proposal for Structural Calculations for the Quito Park Playground Structure - SCOPE OF SERVICES: 1) Structural Calculations - Origins will provide structural calculations to verify the size of the footings for the following types of footings according to the worst-case scenario for the specified playground. Option 2 includes the following footings: i) Footing Type A ii) Footing Type B iii) Footing Type D iv) Footing Type H Option 1 includes all footings from Option 2 PLUS: i) Footing Type J Deliverable ? Each structural calculation will be signed and stamped by a California Licensed Professional Engineer. A typical footing detail signed and stamped by a California Licensed Professional Engineer will also be included. PROPOSAL ASSUMPTIONS: 1. Plan check and submittal fees will be provided by the Owner, if required. 2. Submittals to the City and coordination will be completed by others. 3. Geotechnical Report by others, if required. 4. If the City requests structural calculations for any footings not included in the scope of services, Origins can provide a proposal for those additional footings. COMPENSATION AND CONDITIONS: Origins will provide the services described herein for a fixed fee based on the table below plus reimbursable expenses. This proposal will be valid for 45 days from the date herein. The fee excludes reproduction, blueprints, and other expenditures not explicitly addressed in this cost proposal. Any cost incurred in the preparation of these items will be provided at cost plus 10% or for a mutually agreed upon fee. Charges will be billed on a monthly basis as the work progresses, and the net amount will be due within 30 days of the time of billing.	1	0	\$2,735.00	\$2,735.00

Total Weight:

0

SubTotal: \$2,735.00 Total Amount: \$2,735.00

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of Central Coast CA.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

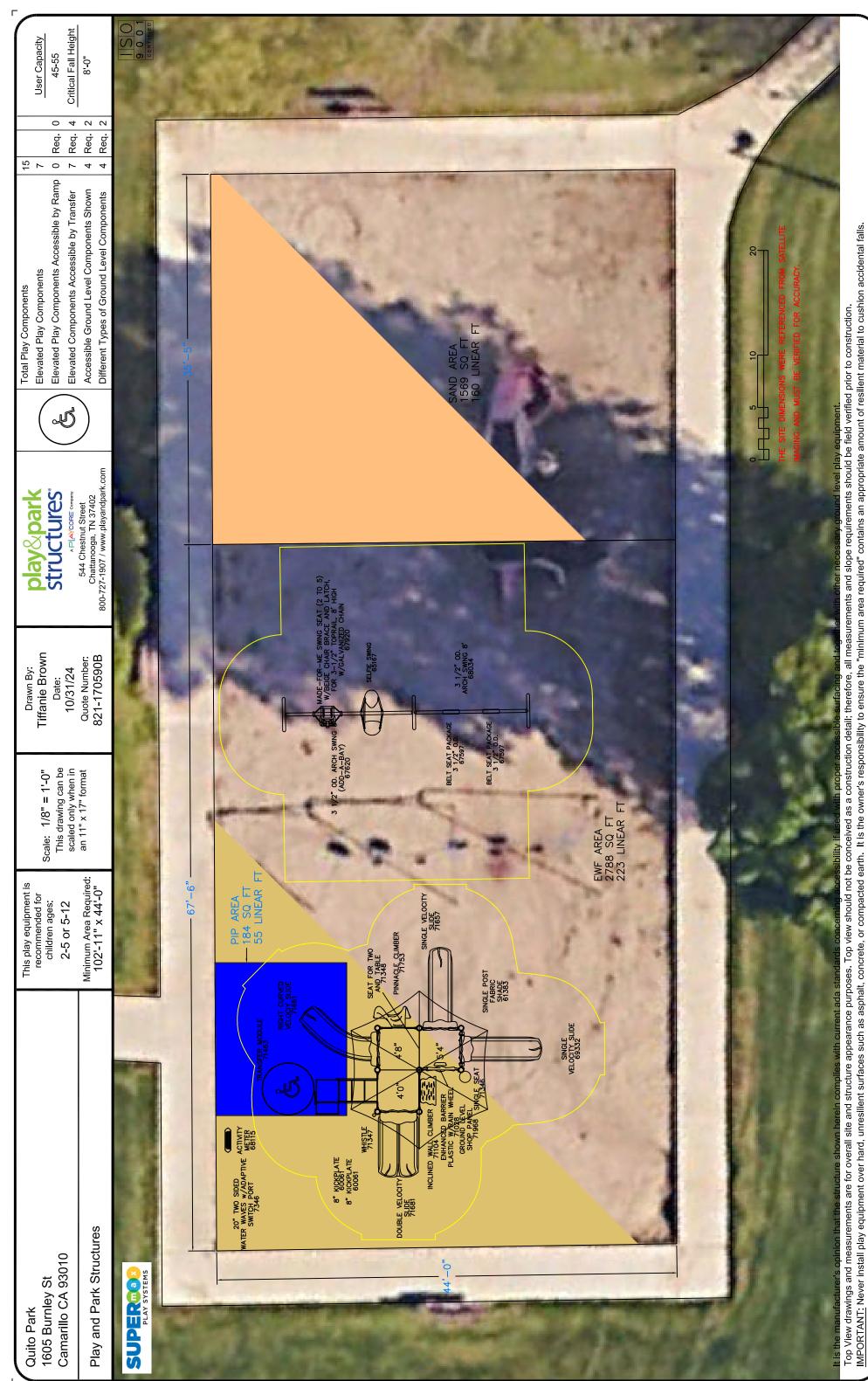
Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

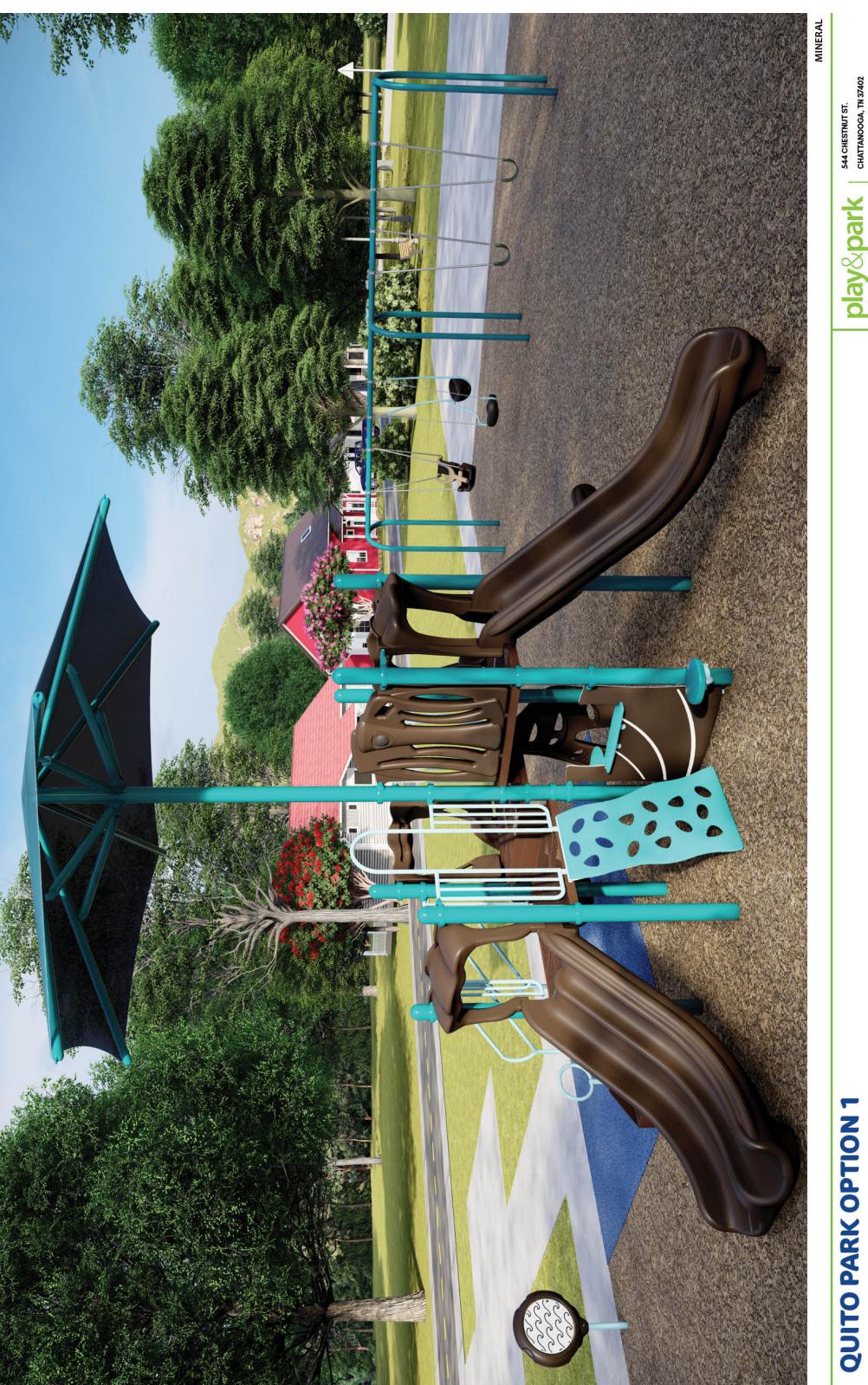
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Signature:	Signature:					Date:				
Title:				Phone:						
Purchase Amount: \$7,554.67				E-mail:						
Order Information										
Bill to:				Ship to:						
Company:				Company:						
Attn:				Attn:						
Address:				Address:						
City/State/Zip:				City/State/Zip:						
Billing Contact:				Jobsite Contact						
Billing Phone:				Jobsite Phone:						
Billing Fax:										
Enter desired color pale	ette name:					OR				
Enter desired color:)	Decks ()				
Accents ()	Roofs/Tubes (Slides/Panels ()			
Play & Park Structures	of Central Coast CA									
Ву:										
Salesperson's sign										

Salespersons's Signature

Customer's Signature

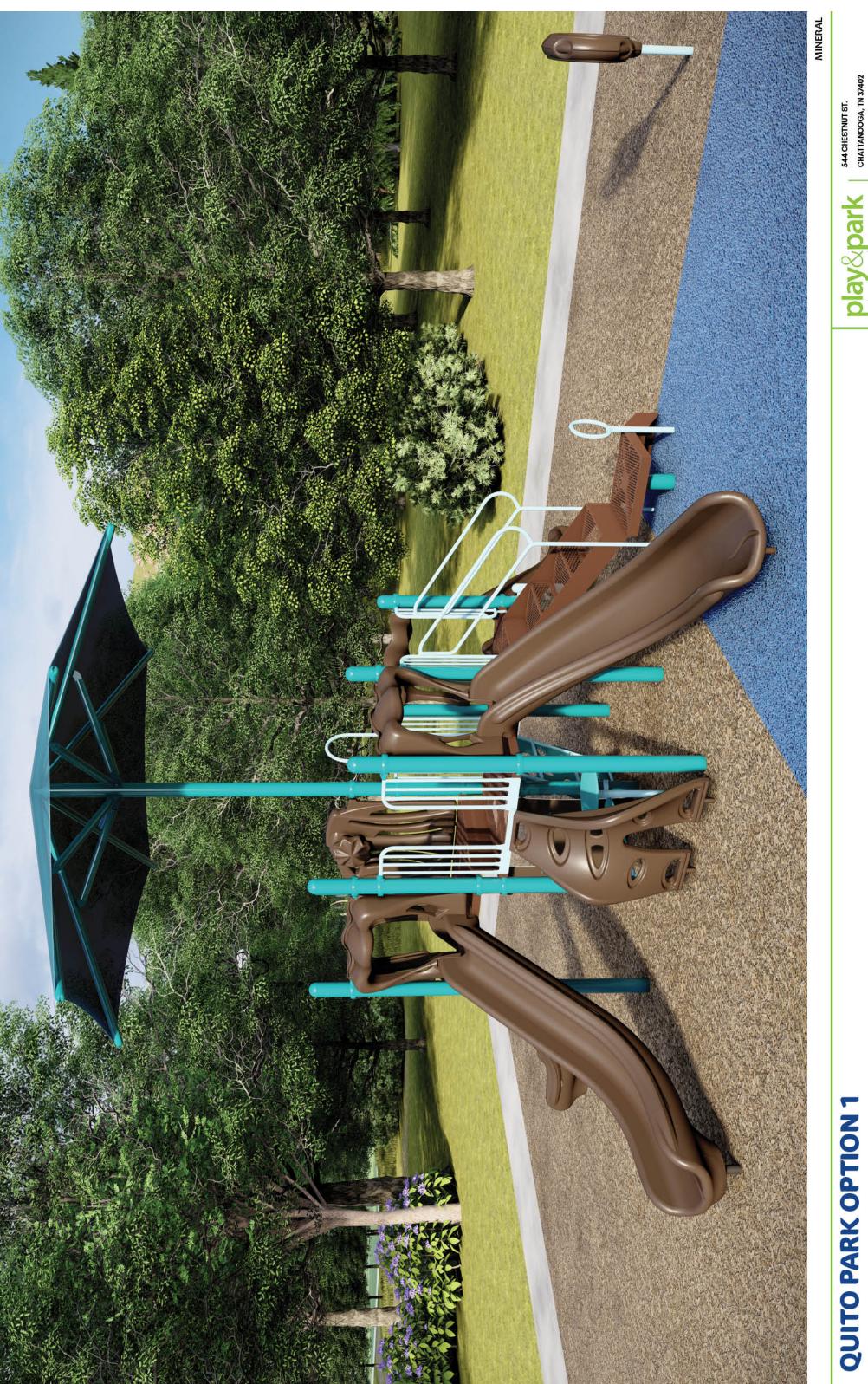






800.727.1997/553 PLAYANDPARK.COM uctures A PLAYCORE compt Str

QUITO PARK OPTION 1 CAMARILLO, CA 821-170590B PLEASE NOTE: RENDERIN



PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

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QUITO PARK OPTION 1 CAMARILLO, CA 821-170590B PLEASE NOTE: RENDERIN



Play & Park Structures of Central Coast CA 2390 C #170 Los Posas Rd. Camarillo, CA, 93010 Phone: 661-964-7626 Fax: Email: kathy.wiggins@playandpark.com Contact: Kathy Wiggins

Quote Number: 821-170591A

Quote Date: 10/11/2024

Quito Park - Option 2

Pleasant Valley Recreation & Park District Attn: Nick Marinthal 1605 E. Burnley St Camarillo, CA 93010 Phone: 805-482-1996 NMarinthal@pvrpd.org

Stock I D	Description	Quantity	Weight	Unit Price	Amount
RDU	CUSTOM SUPERMAX UNIT	1	2895.74	\$65,481.00	\$65,481.00
	60060 5"OD ALUM UPR 12'W/CAP	4			+
	60061 SMALL KICKPLATE-8"SPACE	2			
	60947 5"OD ALUM UPR 13' W/CAP	1			
	60948 5"OD ALUM UPR 11' W/CAP	1			
	60956 5"OD ALUM UPR 9'W/CAP	4			
	61117 RETURN STEP	1			
	61383 SINGLE POST FABRIC SHADE	1			
	71000 SQUARE DECK	1			
	71003 SEMI-HEX DECK	1			
	71006 TRANSFER W/HANDHOLD 2'-8"	1			
	71013 METAL HANDHOLD BARRIER	1			
	71029 ENHANCED BARRIER W/STEER	1			
	71031 RING CLAMP ASSEMBLY	33			
	71346 SINGLE SEAT	1			
	71348 SEAT FOR TWO AND TABLE 71420 SPACE SHUTTLE LANUCH PNL	1			
	71659 SINGLE VELOCITY WAVE 2-8"	1			
	71674 STRAIGHT SECTION	3			
	71675 CURVE LEFT SECTION	1			
	71676 CURVE RIGHT SECTION	1			
	71677 EXIT SECTION	3			
	71715 2'STRAIGHT SECTION	1			
	71732 TRPL ENTR CASCADE/SQ DECK	1			
	71754 DOUBLE PINNACLE CLIMBER	1			
	71798 ARCH LINK 1 2'-8"/6'-0"	1			
	71822 SOLSTICE CLIMBER 56"DECK	1			
	71968 Shop Panel	1			
	72017 SUMMIT CLIMBER 5' - 4"	1			
	G60041 13'POST W/O CAP GALV	1			
RDU	SWINGS	1	662	\$13,249.00	\$13,249.00
	65167 REFLECTIONS SELFIE SWING 3.5"	1			
	65179 TWEEN MATES SWING 3 1/2"	2			
	68034 3.5"OD STANDARD ARCH SWIN	1			
	68035 3.5"OD STD ARCH SWING AAB	1			
	67920 3 1/2"MADE-FOR-ME SEAT GV	1			
YP306	MEDIUM COSMOS JR	1	0	\$16,728.00	\$16,728.00
313199	PPS OWNER'S KIT	1	11	\$0.00	\$0.00
	т	otal Weight:	3568.74	SubTot	al: \$95,458.00
	itional IPA / OMNIA Partners Public Sector Con	tract		Discour	
	Please reference contract number or	ר your		Estimated Freig	
purchase orde	er made out to Play and Park Structures.				ax: \$4,229.80

Total Amount: \$71,566.92 443/553 THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of Central Coast CA.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation			P.O. No:								
	Signature:					Date:					
Title:				Phone:							
Purchase Amount: \$71,566.92				E-mail:							
Order Information											
Bill to:				Ship to:							
Company:				Company:							
Attn:				Attn:							
Address:											
City/State/Zip:											
Billing Contact:				Jobsite Contact	::						
Billing Phone:				Jobsite Phone:							
Billing Fax:											
Enter desired color pale						OR					
Enter desired color:))					
Accents ()	Roofs/Tubes ()		Slides/Panels ()				
Play & Park Structures of	of Central Coast CA										
Ву:											
Salesperson's signa	ature										

Salespersons's Signature

Customer's Signature



Play & Park Structures of Central Coast CA 2390 C #170 Los Posas Rd. Camarillo, CA, 93010 Phone: 661-964-7626 Fax: Email: kathy.wiggins@playandpark.com Contact: Kathy Wiggins

Quito Park - Structural Calcs

Pleasant Valley Recreation & Park District Attn: Nick Marinthal 1605 E. Burnley St Camarillo, CA 93010 Phone: 805-482-1996 NMarinthal@pvrpd.org

Quote Number: 821-171592 Quote Date: 9/27/2024

Stock I D	Description	Quantity	Weight	Unit Price	Amount
FEE	Proposal for Structural Calculations for the Quito Park Playground Structure - SCOPE OF SERVICES: 1) Structural Calculations - Origins will provide structural calculations to verify the size of the footings for the following types of footings according to the worst-case scenario for the specified playground. Option 2 includes the following footings: i) Footing Type A ii) Footing Type B iii) Footing Type D iv) Footing Type H Option 1 includes all footings from Option 2 PLUS: i) Footing Type J Deliverable ? Each structural calculation will be signed and stamped by a California Licensed Professional Engineer. A typical footing detail signed and stamped by a California Licensed Professional Engineer will also be included. PROPOSAL ASSUMPTIONS: 1. Plan check and submittal fees will be provided by the Owner, if required. 2. Submittals to the City and coordination will be completed by others. 3. Geotechnical Report by others, if required. 4. If the City requests structural calculations for any footings not included in the scope of services, Origins can provide a proposal for those additional footings. COMPENSATION AND CONDITIONS: Origins will provide the services described herein for a fixed fee based on the table below plus reimbursable expenses. This proposal will be valid for 45 days from the date herein. The fee excludes reproduction, blueprints, and other expenditures not explicitly addressed in this cost proposal. Any cost incurred in the preparation of these items will be provided at cost plus 10% or for a mutually agreed upon fee. Charges will be billed on a monthly basis as the work progresses, and the net amount will be due within 30 days of the time of billing.	1	0	\$2,735.00	\$2,735.00

Total Weight:

0

SubTotal: \$2,735.00 Total Amount: \$**2,735.00**

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of Central Coast CA.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

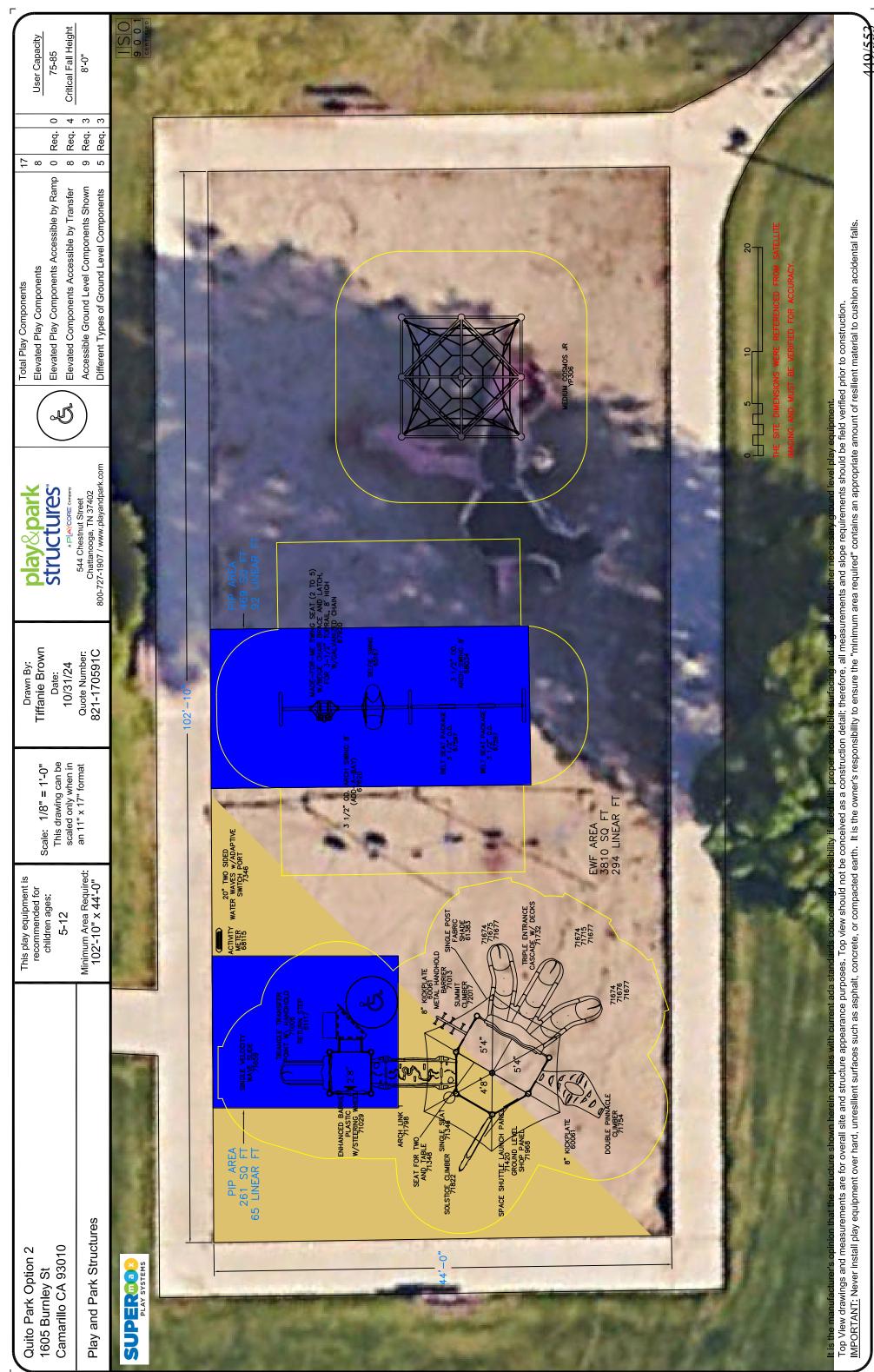
Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

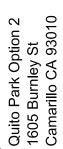
Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

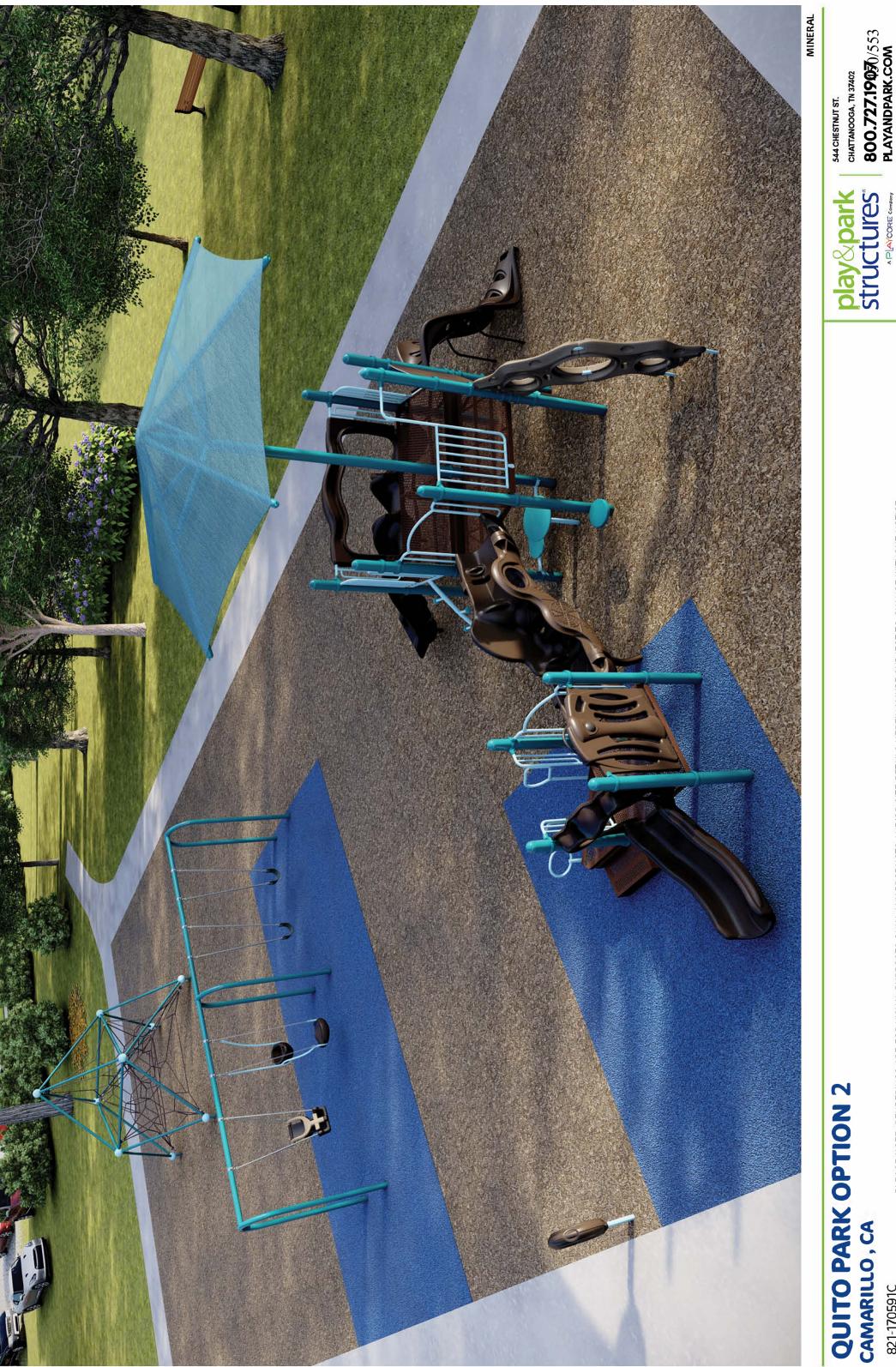
Acceptance of quotatic Accepted By (printed):			P.O. No:							
Signature:	Signature:					Date:				
Title:				Phone:						
Purchase Amount: \$7,554.67				E-mail:						
Order Information										
Bill to:				Ship to:						
Company:				Company:						
Attn:				Attn:						
Address:				Address:						
City/State/Zip:				City/State/Zip:						
Billing Contact:				Jobsite Contact	::					
Billing Phone:				Jobsite Phone:						
Billing Fax:										
Enter desired color pale	ette name:					OR				
Enter desired color:)	Decks ()				
Accents ()	Roofs/Tubes (Slides/Panels ()			
Play & Park Structures of	of Central Coast CA									
Ву:										
Salesperson's signa										

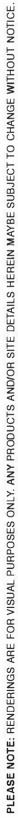
Salespersons's Signature

Customer's Signature



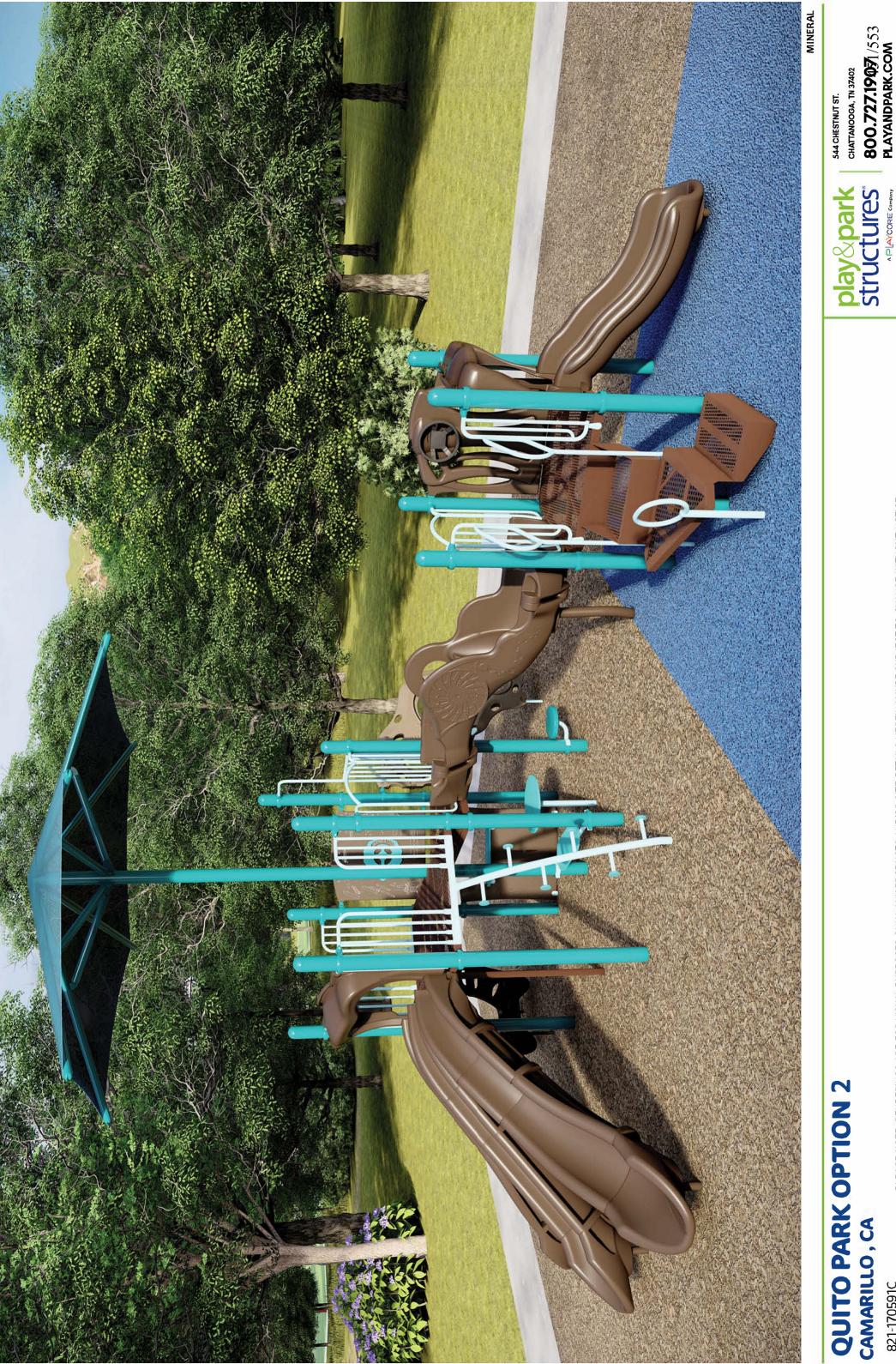






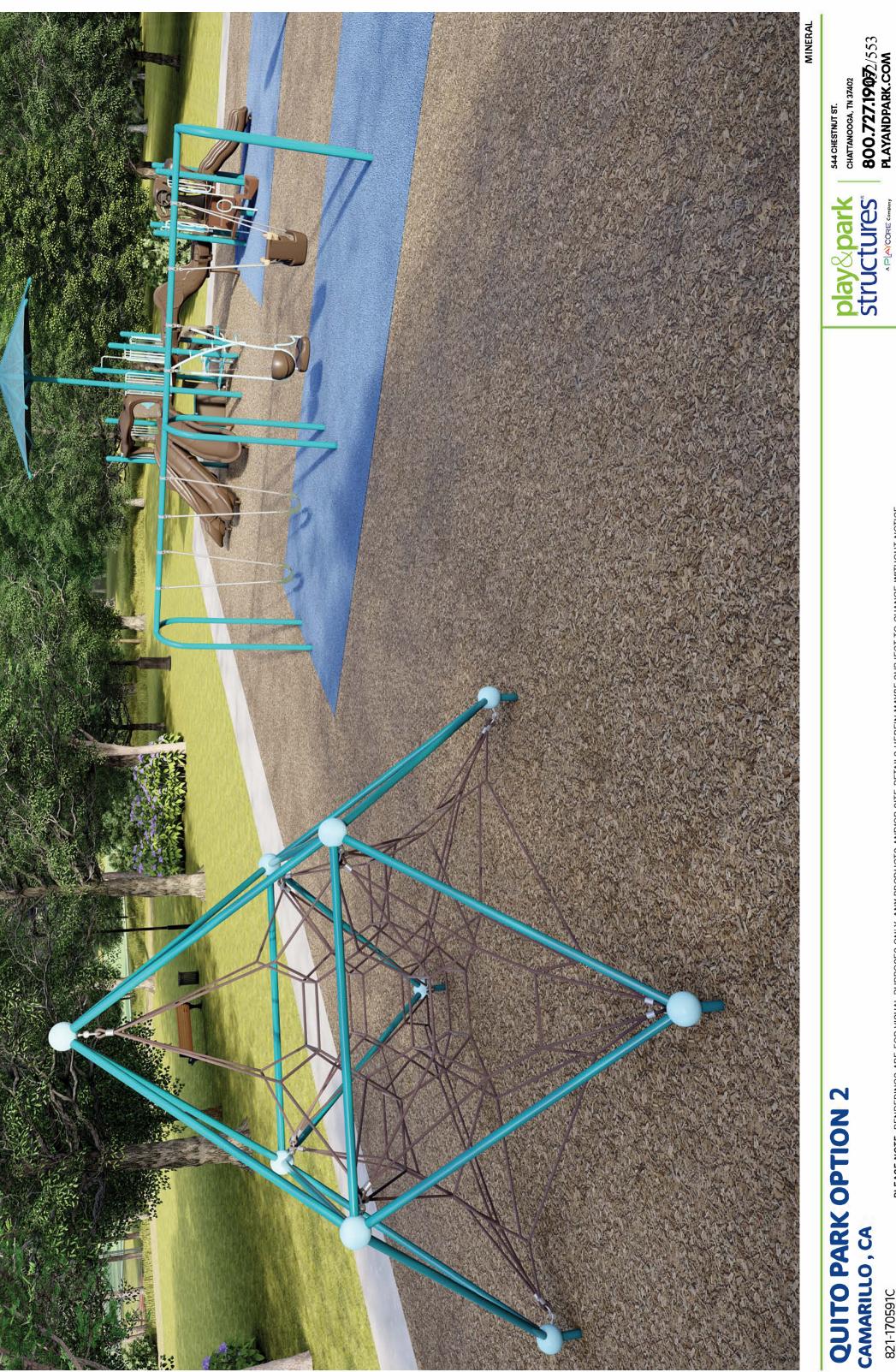
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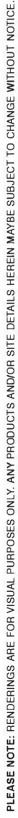
QUITO PARK OPTION 2 CAMARILLO, CA 821-170591C PLEASE NOTE: RENDERING



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QUITO PARK OPTION 2 CAMARILLO, CA 821-170591C PLEASE NOTE: RENDERING





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QUITO PARK OPTION 2 CAMARILLO, CA 821-170591C PLEASE NOTE: RENDFRING

THIS CONTRACT is made this _____ day of _____, 20_, in the County of Ventura, State of California, by and between Pleasant Valley Recreation and Park District, hereinafter called PVRPD, and R.E. Schultz Construction Inc., hereinafter called Contractor. PVRPD and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Work:

QUITO PARK PLAYGROUND INSTALLATION PROJECT, SPEC NO. QPCIP24-25

The Contractor and its surety shall be liable to PVRPD for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. CONTRACT TIME. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in PVRPD's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within thirty (30) calendar days from the commencement date stated in the Notice to Proceed, hereafter the Contract Time. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. PVRPD shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of

Dollars (\$_____), hereinafter, the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, PVRPD shall be compensated for damages incurred due to delays for which the Contractor is responsible. The parties agree that determining PVRPD's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the time agreed upon for completion of the work (but not including the work as described in the next paragraph), the Contractor shall pay to PVRPD two hundred and fifty Dollars (\$250) per day as Liquidated Damages and not as a penalty or forfeiture. Such amount shall constitute the only payment allowed for damages resulting from Contractor caused delays. In the event this is not paid, the Contractor agrees PVRPD may deduct that amount from any money due or that may become due the Contractor under the Contract.

This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include only the following documents, each of which is incorporated into this Agreement by reference:

- 1. Change Orders and Work Change Directives
- 2. Addenda
- 3. Special Provisions (or Special Conditions)
- 4. Technical Specifications
- 5. Plans (Contract Drawings)
- 6. Contract for Construction
- 7. General Conditions
- 8. Instructions to Bidders
- 9. Notice Inviting Bids
- 10. Bid Security or Bid Bond
- 11. Performance and Payment Bonds
- 12. Greenbook Standard Specifications (Most Recent Edition; Sections 1-9 Excluded)
- 13. Standard Plans
- 14. Reference Documents
- 15. Contractor's Bid Forms
- 16. Proof of Automobile Coverage

The Contactor shall complete the Work in strict accordance with all of the Contract Documents. In case of conflicts between the Contract Documents, the order of precedence shall be as set forth in the General Conditions.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties, whether written or oral. The Contract can be modified only by a written Change Order executed in accordance with the Contract Documents.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INSURANCE AND INDEMNIFICATION. Contractor herein certifies that he is licensed by the State of California in accordance with regulations of the Contractor's State License Board. Contract shall indemnify and hold harmless PVRPD against all claims for damages growing out of the execution of said work as set forth in General Conditions. Contractor shall obtain a policy of comprehensive bodily injury and property damage liability insurance whose provisions conform to the article and worker's compensation insurance as required by law. Contractor shall maintain such policies in full force and effect at all times until acceptance of work by PVRPD. Concurrently with execution of this Contract, Contractor shall furnish to PVRPD a Certificate of Insurance

from insurer with endorsement form evidencing compliance with the following requirements:

- a. Policy shall name as additional insured with Contractor, Pleasant Valley Recreation and Park District, its directors, officers, agents, and employees.
- b. Policy shall insure above-mentioned while acting within the scope of their duties, against all claims, suits, or other actions of any nature brought for or on account of any injury, damage, or loss, including any death arising out of or connected with the work under this Contract.
- c. Minimum limits of coverage of the policy shall be:
 - i. Bodily Injury: \$2,000,000 each person; \$4,000,000 each occurrence.
 - ii. Property Damage: \$1,000,000 each occurrence.
- d. Terms of Policy:
 - i. Insurer shall not cancel or modify policy without ten (10) days prior written notice to PVRPD.
 - ii. PVRPD shall not be responsible for any premiums or assessments on policy.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay not less than the prevailing rate of wages in accordance with the Labor Code, which rates have been determined by the Director of the California Department of Industrial relations and shall be made available at PVRPD Hall or may be obtained online at http://www.dir.ca.gov/dlsr. The wage rates must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

Date:	PLEASANT VALLEY RECREATION AND PARK DISTRICT By:
	Mary Otten, General Manager
	R.E. Schultz Construction Inc.
Date:	Ву:

GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- a. <u>Acceptable, Acceptance</u> or words of similar import shall be understood to be the acceptance of the Engineer, Architect and/or PVRPD.
- b. <u>Act of God</u> is a natural catastrophe or event such as an earthquake, a tidal wave, a volcanic eruption, violent winds, floods, or a tornado, that could not have been prevented by the exercise of foresight or caution.
- c. <u>Applicable Laws</u> means laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- d. <u>Contract Documents</u> includes only those items listed in Article 5 of the Contract for Construction.
- e. <u>PVRPD</u> shall mean Pleasant Valley Recreation and Park District, acting through properly authorized agents, such as the Engineer, Architect or such other agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "PVRPD's Representative" or "Representative" in the Contract Documents. The terms PVRPD and Owner may be used interchangeably.
- f. <u>Contractor</u> shall mean the entity identified in the Contract for Construction with which PVRPD has contracted for performance of the Work.
- g. <u>Day</u> shall mean calendar day unless otherwise specifically designated.
- h. <u>Engineer, Architect</u> shall mean PVRPD Engineer, Architect of PVRPD, or other person designated by PVRPD, acting either directly or through authorized agents.
- i. <u>Material</u> shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract, whether or not it will be incorporated into the Work. All material shall be new unless specified otherwise.
- j. <u>Perform</u> shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete the Work, including furnishing necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- k. <u>Project</u> means the planning, design, development, financing, construction, and completion of the public work of improvement, which includes, but is not necessarily limited to, the Work. The Project may include construction that will be performed by others directly or through separate contracts

- I. <u>Provide</u> shall mean to complete in place, that is furnish, install, test and make ready for use.
- m. <u>Recyclable Waste Materials</u> shall mean materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials may include asphalt, concrete, brick, concrete block, and rock.
- n. <u>Specifications</u> means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. The Work shall be done in accordance with the Standard Specifications for Public Works Construction ("Greenbook"), most recent Edition, including all current supplements, addenda, and revisions thereof but excluding sections 1-9 of the Greenbook. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.
- o. <u>Work</u> means the construction or related work that is to be performed under the Contract, including furnishing all labor, materials, equipment, and services. The Work may be all or a portion of the Project.

ARTICLE 2. CONTRACT DOCUMENTS

- a. **Contract Documents**. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. **Interpretations**. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any of the Contract Documents are in conflict, the Contractor shall promptly notify PVRPD in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 - 1. Change Orders or Work Change Directives, the most recent first
 - 2. Addenda, the most recent first
 - 3. Special Provisions (or Special Conditions)
 - 4. Plans (Contract Drawings) prepared by PVRPD
 - 5. Contract for Construction
 - 6. General Conditions
 - 7. Instructions to Bidders
 - 8. Notice Inviting Bids
 - 9. Greenbook Standard Specifications (Sections 1-9 Excluded)
 - 10. Standard Plans
 - 11. Reference Documents
 - 12. Contractor's Bid Forms

With reference to the Drawings, the order of precedence shall be as follows:

- 1. Figures govern over scaled dimensions
- 2. Detail drawings govern over general drawings
- 3. Addenda or Change Order drawings govern over Contract Drawings

- 4. Contract Drawings govern over Standard Drawings
- 5. Contract Drawings govern over Shop Drawings
- c. **Conflicts in Contract Documents**. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. **Organization of Contract Documents**. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not prohibit the Contractor in dividing Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACT DOCUMENTS MAINTENANCE

Contractor shall maintain a complete, clean, undamaged set of Contract Documents at the Site.

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

- a. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all Contract Documents, the Site and other information given to Contractor as to materials and methods of construction and other Work requirements. Contractor shall immediately notify PVRPD of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained in the Contract Documents, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Request for Information; Additional Instructions.** Contractor may make a written request for information from PVRPD to address any error, inconsistency, ambiguity, conflict or lack of detail or explanation in the Contract Documents. PVRPD will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work. PVRPD shall respond to Requests for Information within a reasonable time. For purposes of this section ten (10) calendar days shall constitute a reasonable time.
- c. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining PVRPD's written approval as required for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If Contractor varies from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, PVRPD may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's sole expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE SITE

a. Existing Utilities

- 1. The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project.
- 2. The Owner will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the Owner in the Contract Documents or which can reasonably be inferred from the presence of other visible facilities.

b. Utility Location

- 1. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.
- 2. The locating of utilities shall be in conformance with Government Code Section 4216 except for the Owner's utilities located on the Owner's property and not on public right-of-way.
- 3. A "High Priority Subsurface Installation" is defined in Government Code Section 4216 (e) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."
- 4. A "Subsurface Installation" is defined in Government Code Section 4216 (I) as "any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, non-pressurized storm drains, or other nonpressurized drain lines."
- 5. Pursuant to Government Code Section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than 14 calendar days before performing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to

the Construction Manager written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

- 6. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. The Construction Manager shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.
- 7. The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify the Construction Manager in advance of this meeting.

c. Utility Relocation and Repair

- 1. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Construction Manager in writing. The Construction Manager will supply a method for correcting said interferences in accordance with the responsibilities of this section and Government Code Section 4215. To the extent any delay is caused thereby, Contractor shall submit a notice of delay within three (3) days of discovery of the circumstances giving rise to the delay in accordance with Article 43 Changes and Extra Work.
- 2. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services.
- 3. The Owner will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment

for such costs will be made as provided in Article 43, Changes and Extra Work. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by the failure of the Owner or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with Article 38, Time For Completion and Liquidated Damages, and Article 43, Changes and Extra Work.

- 4. The public utility, where it is the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the Owner and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.
- 5. When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the Owner will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Agreement.
- 6. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

ARTICLE 6. SCHEDULE

- a. Initial Schedule. Within ten (10) days after the Notice of Award, Contractor shall prepare a Work schedule using computerized Critical Path Method (CPM) scheduling and shall submit it for PVRPD's review. The receipt or review of any schedules by PVRPD shall not in any way relieve the Contractor of its obligations under the Contract Documents, nor shall it modify the Contract Time. Work to first commence at Triunfo Community Park and work to follow at the two (2) remaining sites. No site work can commence until equipment order has been shipped. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for the required quality and timely completion of the Work. Contractor's failure to incorporate all elements of Work or any inaccuracy in the schedule shall not excuse the Contractor from performing all of the required Work within the Contract Time. If the initial schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by PVRPD.
- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of

construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Work within the Contract Time. Schedules indicating early or late completion shall not modify or have any effect on the Contract Time, regardless of whether the schedules are reviewed and/or accepted by PVRPD. For purposes of determining Liquidated Damages, the Contract Time shall control and may only be altered by a duly authorized change order.

- c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to PVRPD whenever requested to do so by PVRPD. PVRPD may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule. Upon PVRPD's request, Contractor shall submit any schedules or updates to PVRPD in the native electronic format of the software used to create the schedule.
- d. **Schedule of Operations.** Contractor's work operations to be coordinated with PVRPD staff and activities at the project site.

ARTICLE 7. SUBSTITUTIONS

- a. Pursuant to Public Contract Code Section 3400(b) PVRPD may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which is substantially equal or better in every respect to what is specified in the Contract Documents.
- c. Contractor shall submit written requests for substitution or any "equal" material, process or article, together with substantiating data, no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of the Contract Time. If a proposed "equal" substitution is rejected, Contractor shall be responsible for providing the specified material, process or article without adjustment to the Contract Price or Contract Time. PVRPD has the complete and sole discretion to determine if a material, process or article is an "equal" material, process or article that may be substituted.
- d. Information required to substantiate requests for substitutions of an "equal" material, process or article data shall include a signed affidavit from the Contractor stating

that, and describing how, the proposed "equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant material, including but not limited to, catalog information which describes the requested substitute "equal" material, process or article, and substantiates that it is an "equal" to the specified material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the proposed substituted "equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to PVRPD in a timely fashion will result in the rejection of the proposed substitution.

- e. The Contractor shall bear all of PVRPD's costs associated with the review of substitution requests, including review by design professionals.
- f. The Contractor shall be responsible for paying all costs related to a substituted "equal" material, process or article.
- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Work, two (2) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to PVRPD. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall promptly address any PVRPD comments and resubmit. PVRPD's review of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called PVRPD's attention to such deviations at time of submission and has secured PVRPD's written approval. PVRPD's review of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 9. SUBMITTALS

a. Contractor shall furnish to PVRPD for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by PVRPD, to PVRPD within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. The requirements in Articles 8 and 9 shall not justify any extension of the Contract Time. PVRPD will review such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 10. MATERIALS

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities whatsoever necessary to execute and complete this Contract within the Contract Time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work until PVRPD has accepted the Work.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion to deliver the Work to PVRPD free from any claims, liens, or encumbrances.
- e. Materials stored on the Site shall be stored in such manner so as not to interfere with any operations of PVRPD or any independent contractor.

ARTICLE 11. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Site, a competent and experienced full-time superintendent acceptable to PVRPD. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Work.

ARTICLE 12. WORKERS

a. Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors. Contractor shall not employ or allow subcontractors

to employ on the Work any unfit person or any one not skilled in the Work assigned to him or her.

b. Any person in the employ of the Contractor or a subcontractor whom PVRPD may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on the Work except with the written approval of PVRPD.

ARTICLE 13. SUBCONTRACTORS

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to PVRPD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and PVRPD.
- b. Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 et seq., before replacing a subcontractor listed in the bid or performing work with its own forces for which a subcontractor was listed.

ARTICLE 14. PERMITS, LICENSES AND FEES

All permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located shall be paid for by PVRPD, unless otherwise expressly provided by the Contract Documents. Contractor shall be responsible for arranging the payment of such permits, licenses and fees, but shall be paid by PVRPD. Contractor may either request reimbursement from PVRPD for such fees, or shall be responsible for arranging and coordination with PVRPD for the payment of such fees.

Permits and licenses necessary for prosecution of the Work shall be secured and paid for by PVRPD, unless otherwise specified in the Contract Documents.

Before acceptance of the Work, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to PVRPD.

ARTICLE 15. UTILITY USAGE

a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems.

- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to startup and testing required in the Contract Documents.
- c. All permanent meters installed shall be listed in the Contractor's name until the Work is accepted.
- d. If Work is to be performed in existing PVRPD facilities, Contractor may, with prior written approval of PVRPD, use PVRPD's existing utilities. If Contractor uses PVRPD utilities, it shall compensate PVRPD for utilities used.

ARTICLE 16. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by PVRPD. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by PVRPD. Contractor may either request reimbursement from PVRPD for such fees, or shall be responsible for arranging and coordination with PVRPD for the payment of such fees.

ARTICLE 17. TRENCHES

a. Trenches Five Feet or More in Depth.

- 1. The Contractor shall submit to PVRPD, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards forth in the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on the Owner, any of its officers, officials, partners, employees, agents, consultants or volunteers. The Owner's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders.
- 2. Prior to commencing any excavation, the Contractor shall designate in writing to the Owner the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.
- b. **Excavations Deeper than Four Feet**. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface,

Contractor shall promptly within 3 days, and before the following conditions are disturbed, notify PVRPD, in writing, of any:

- 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 2. Subsurface or latent physical conditions at the site differing from those indicated on the Contract Documents.
- 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

PVRPD shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between PVRPD and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 18. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable PVRPD's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor shall complete and execute any certification forms required by PVRPD or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 19. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substance and hazardous materials as defined in California state or federal law at the Site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to PVRPD in writing. PVRPD shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Work in the

affected area shall not thereafter be resumed except by written agreement of PVRPD and Contractor.

ARTICLE 20. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers or as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

ARTICLE 21. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition includes any item of equipment with a fuel-powered engine. Contractor shall indemnify PVRPD against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its violations of Applicable Laws as well as those of its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in the Contract Documents.

ARTICLE 22. WATER QUALITY MANAGEMENT AND COMPLIANCE

- a. Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- b. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work.
- c. Contractor shall comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water

Runoff Associated with Construction Activity ("Construction General Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall comply with the lawful requirements of City of Camarillo, and any other applicable municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

- If applicable, PVRPD (or a consultant hired by PVRPD) has prepared a Storm Water d. Pollution Prevention Plan ("SWPPP") for the Project Site and obtained coverage under the Construction General Permit. A copy of the SWPPP is available at PVRPD's office for public review. Contractor shall at all times comply with all applicable requirements of the SWPPP and the Construction General Permit, including ensuring that all Construction General Permit-related tasks are completed by individuals with the requisite certifications. The Contractor shall draft and coordinate submission of any necessary amendments to the SWPPP as the project moves through the construction process and shall provide draft amendments to the SWPPP for review and approval by PVRPD prior to submission, which approval shall not be unreasonably withheld. Contractor shall promptly provide all reports and other documentation required by PVRPD to ensure compliance with the SWPPP and the Construction General Permit, to prepare amendments to the SWPPP or to comply with any requirements of state or federal law or regulation. Contractor shall cooperate with PVRPD in providing or preparing any documents that may be submitted to the State Board. Contractor shall incorporate all costs associated with compliance with the SWPPP throughout the course of construction into its bid.
- e. In addition to any other available remedies, if Contractor fails to proceed in a manner that complies with the requirements of the Construction General Permit, PVRPD expressly reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be PVRPD's sole determination. Contractor shall be responsible for any costs incurred by PVRPD in implementing a SWPPP for the Work site.
- f. Notwithstanding the above, for those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing an Erosion and Sediment Control Plan in accordance with City of Camarillo' Municipal Code and State Water Resources Control Board.
- g. Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless PVRPD, its officials, officers, agents, employees and

authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which PVRPD, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of PVRPD, its officials, officers, agents, employees or authorized volunteers.

h. PVRPD reserves the right to defend any enforcement action or civil action brought against PVRPD for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse PVRPD for the costs associated with, any settlement reached between PVRPD and any relevant enforcement entity.

ARTICLE 23. CLEANING UP

- a. Contractor at all times shall keep Site free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the Site. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvements including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment; Contractor shall remove temporary Stormwater BMP's, fencing, barricades, planking, construction toilets and similar temporary facilities from Site. Contractor shall clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor's operations or equipment.
- b. Contractor shall fully clean up the site at the completion of the Work or such other time as PVRPD may reasonably request. If the Contractor fails to clean up to PVRPD's satisfaction within one business Day, PVRPD may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 24. LAYOUT AND FIELD ENGINEER

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer or licensed land surveyor acceptable to PVRPD. Any required "as-built" drawings of civil engineering elements of the Work shall be prepared by the registered civil engineer.

ARTICLE 25. EXCESSIVE NOISE

a. The Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Work without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return that equipment to the Site until the device is repaired or replaced. Noise and vibration level requirements shall apply to all equipment on the jobsite or related to the Work, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 26. TESTS AND INSPECTIONS

- a. If the Contract Documents, PVRPD, or any instructions, Applicable Law, or public authority require any part of the Work to be tested or approved in writing, Contractor shall provide PVRPD at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than PVRPD, Contractor shall promptly inform PVRPD of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for PVRPD testing and PVRPD inspection shall be paid by PVRPD. Costs of tests for Work found not to be in compliance with the Contract Documents or Applicable Law shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone if necessary after completion of the testing in compliance with the Contract Documents, at the Contractor's cost.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by PVRPD, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify PVRPD so that PVRPD may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of PVRPD, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by PVRPD. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, PVRPD shall pay the costs of reexamination and

reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of or in connection with the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by PVRPD. All Work shall be solely at the Contractor's risk. Contractor shall protect adjacent property from settlement or loss of lateral support as necessary, and shall give all notices required by law. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Site. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from PVRPD, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by PVRPD. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by PVRPD and the Contractor.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
 - 1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3. Deliver materials to the Site over a route designated by PVRPD.
 - 4. Provide any and all dust control required and follow the applicable air quality regulations as appropriate. If the Contractor does not comply immediately with a notice from PVRPD or an public agency responsible for air quality, PVRPD shall have the authority to provide dust control and deduct the cost from payments to the Contractor.

- 5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of PVRPD. Contractor shall not unreasonably encumber the Site with its materials.
- 6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil Engineer, Architect or land surveyor acceptable to PVRPD, at no cost to PVRPD.
- 7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to PVRPD.
- 8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
- 9. At the completion of work each day, leave the Work and the Site in a clean, safe condition.
- 10. Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times, except with PVRPD's written approval. Any request for approval to reduce or restrict access to residences and business must be submitted to PVRPD at least seven (7) days in advance, and PVRPD may issue or withhold approval in its sole discretion.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the work involved in the protection and preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

Should damage to persons or property occur as a result of the Work, Contractor shall promptly notify PVRPD, in writing. Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. PVRPD shall be entitled to inspect and copy any such documentation, video, or photographs.

Contractor shall maintain all investigation documentation including video and/or photographs for a minimum of four (4) years following completion of the project.

Force Majeure. Neither party will be liable for performance delays nor for nonperformance due to causes beyond its reasonable control, including but not limited to Acts of God, war, riots, and strikes, except for payment obligations.

ARTICLE 28. CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods fall below commonly used industry standards.

ARTICLE 29. INSPECTOR'S FIELD OFFICE

- a. If required by PVRPD, the Contractor shall be responsible for providing the inspector's field office. The Office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, and an ability to connect to the internet at Contractor's expense.
- b. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

ARTICLE 30. AUTHORIZED REPRESENTATIVES

PVRPD shall designate representatives, who shall have the right to be present at the Site at all times. PVRPD may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 31. HOURS OF WORK

- a. Eight (8) hours of work shall constitute a legal day's work. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift, Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m. No work shall occur on Saturdays, Sundays, or PVRPD-observed holidays, or between 7:00 p.m. and 7:00 a.m., unless the Contract Documents provide otherwise or unless otherwise approved in writing by PVRPD.
- b. It shall be unlawful for any person to operate any lawn mower, backpack blower, lawn edger, riding tractor, or any other machinery, equipment, or other mechanical or electrical device, or any hand tool which creates a loud, raucous or impulsive sound between the hours of 7:00 p.m. and 7:00 a.m. unless otherwise approved in writing by PVRPD.

ARTICLE 32. PAYROLL RECORDS

a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security

number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

- b. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. The Contractor shall also provide the following:
 - 1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Upon the request of the DIR, any penalties may be withheld from contract payments.

ARTICLE 33. PREVAILING RATES OF WAGES

a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Work involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy

of the prevailing rates of per diem wages at PVRPD. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Site. Contractor shall defend, indemnify and hold PVRPD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

- b. Contractor shall post, at appropriate conspicuous points on the Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- c. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall comply with all requirements and regulations from the Department of Relations relating to labor compliance monitoring and enforcement.
- d. The Contractor shall have an affirmative obligation to verify that all subcontractors are currently and validly registered with the Department of Industrial Relations and shall not permit a subcontractor of any tier to perform work on the project without first verifying the subcontractor's registration. The Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contracts with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain valid registration for the duration of the project.

ARTICLE 34. EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

a. **No Discrimination**. Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex,

national origin, age, political affiliation, marital status, or handicap on this Work. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

- b. Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to PVRPD or its representatives for inspection and copy at any time during normal business hours. PVRPD shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this Article or any of its sub-sections.
- c. **Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants**. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for in this Article.
- d. **Employment Eligibility; Failure to Comply**. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for PVRPD to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub- subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under this Article; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 36. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651

et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 37. INSURANCE AND INDEMINIFICATION

Contractor herein certifies that he is licensed by the State of California in accordance with regulations of the Contractor's State License Board. Contract shall indemnify and hold harmless PVRPD against all claims for damages growing out of the execution of said work as set forth in General Conditions. Contractor shall obtain a policy of comprehensive bodily injury and property damage liability insurance whose provisions conform to the article and worker's compensation insurance as required by law. Contractor shall maintain such policies in full force and effect at all times until acceptance of work by PVRPD. Concurrently with execution of this Contract, Contractor shall furnish to PVRPD a Certificate of Insurance from insurer with endorsement form evidencing compliance with the following requirements:

- a. Policy shall name as additional insured with Contractor, Pleasant Valley Recreation and Park District, its directors, officers, agents, and employees.
- b. Policy shall insure above-mentioned while acting within the scope of their duties, against all claims, suits, or other actions of any nature brought for or on account of any injury, damage, or loss, including any death arising out of or connected with the work under this Contract.
- c. Minimum limits of coverage of the policy shall be:
 - i. Bodily Injury: \$2,000,000 each person; \$4,000,000 each occurrence.
 - ii. Property Damage: \$1,000,000 each occurrence.
- d. Terms of Policy:
 - i. Insurer shall not cancel or modify policy without ten (10) days prior written notice to PVRPD.
 - ii. PVRPD shall not be responsible for any premiums or assessments on policy.

ARTICLE 38. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. Time for Completion/Liquidated Damages. The Contract Time(s) set forth in Article 2 of the Contract for Construction shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed. All Work shall be completed by the Contractor within the Contract Time(s). If the Work is not completed within the Contract Time(s), it is understood that PVRPD will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which PVRPD will sustain in the event of and by reason of the Contractor's failure to complete the Work within the Contract Time(s). In

accordance with Government Code section 53069.85, it is agreed that Contractor shall pay to PVRPD as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

- b. **Inclement Weather.** Contractor shall be bound by PVRPD's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Work schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within seven (7) Days of identifying any such delay notify PVRPD in writing of causes of delay. PVRPD shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Work shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Work beyond the Contract completion date.

ARTICLE 39. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms approved by PVRPD:

- Within ten (10) Days of award of the Contract a detailed Schedule of Values giving an itemized breakdown of the Contract Price; the Schedule of Values shall be adjusted as directed by PVRPD;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for PVRPD to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, to be verified by PVRPD, for unit price items listed, if any, in the Bid Form.
- d. PVRPD shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work.

ARTICLE 40. MOBILIZATION

- a. When the Bid Form includes a bid item for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate as "Mobilization". When no bid item is provided for "Mobilization," payment for such costs will be deemed to be included in the other items of the Work.
- b. Payment for Mobilization shall be based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. The lump sum amount for Mobilization shall not exceed five percent (5%) of the total amount of the bid, unless the bid documents indicate otherwise. No payment for Mobilization will be made until all of the items listed below have been completed to the satisfaction of PVRPD. The scope of the Work included under Mobilization shall include, but shall not be limited to, the following principal items:
 - 1. Obtaining, paying for and delivering to PVRPD all bonds, insurance, and permits.
 - 2. Moving on to the Site all Contractor's plant and equipment required for the first month's operations.
 - 3. Installing temporary construction power, wiring, and lighting facilities.
 - 4. Establishing a fire protection system.
 - 5. Developing and installing a construction water supply.
 - 6. Providing and maintaining the field office trailers for the Contractor and PVRPD, complete with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machines.
 - 7. Providing on-site communication facilities for the Owner and PVRPD, including telephones, radio pagers, an ability to connect to the internet, and fax machines.
 - 8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
 - 9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
 - 10. Arranging for and erection of Contractor's work and storage yard.

- 11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
- 12. Full-time presence of Contractor's superintendent at the Site as required herein.
- 13. Submittal of initial Construction Schedule as required by the Contract Documents.

ARTICLE 41. PAYMENTS

- a. PVRPD shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Unless otherwise specified in the Notice, Contractor shall be paid a sum equal to ninety five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.
 - 1. In the event PVRPD disputes all or a portion of any payment request, PVRPD shall pay the undisputed portion and return the payment request to the Contractor for revision and resubmittal of the disputed portion. Any dispute related to a payment request shall not relieve or excuse Contractor from its duty to proceed with the Work and complete the Work within the Contract Time.
- b. The Contractor shall, after the full completion of the Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against PVRPD arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Sections 8132, 8134, 8136, and 8138. Prior to final payment by PVRPD, the Contractor shall submit a final conditional waiver of lien for the Contractor's work, together with unconditional releases of lien from any subcontractor or materialmen for all previous payments and conditional releases for any remaining payments.

ARTICLE 42. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which PVRPD may retain under other provisions of the Contract Documents PVRPD may withhold payments due to Contractor as PVRPD may consider appropriate to protect PVRPD from any of the following:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due PVRPD for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean-up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquated damages.
- I. Legally permitted penalties.

Upon completion of the Contract, PVRPD will reduce the final Contract Price to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

ARTICLE 43. CHANGES AND EXTRA WORK

a. Work Directive Change. PVRPD and/or the Engineer, Architect may direct changes in the Work by issuing a Work Directive given in writing to Contractor's representative or on-site superintendent or foreman in charge of the particular Work for which the Work Directive is given. A Work Directive shall describe the work to be undertaken and any change in the Work. A Work Directive shall only be used when the Work to be added or deleted must be accomplished before the Change Order procedure can be accomplished. THE CONTRACT PRICE AND CONTRACT TIME MAY ONLY BE ADJUSTED BY CHANGE ORDER AND MAY NOT BE ADJUSTED BY WORK DIRECTIVE. TO THE EXTENT THE WORK DIRECTIVE RESULTS IN A CHANGE TO THE CONTRACT PRICE OR THE CONTRACT TIME, CONTRACTOR MUST TIMELY REQUEST A CHANGE ORDER AND COMPLY WITH ALL CHANGE ORDER PROCEDURES IN ACCORDANCE WITH THIS ARTICLE. Notwithstanding

issuance of a Work Directive, failure to timely request a Change Order shall constitute a waiver by Contractor of any adjustment to the Contract Price or Contract Time for the Work performed under the Work Directive. PVRPD shall not be liable to Contractor for Work performed or omitted by Contractor in reliance on verbal orders.

b. **Change Order Work.** PVRPD, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or to bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

- c. **Notice Of Delay Or Change.** With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the proposed change, within the following times:
 - 1. If due to unknown subsurface or latent physical conditions, within three (3) days from the discovery date or prior to the alterations of the conditions, whichever is earlier.
 - 2. If due to any other matter that may involve an adjustment to the Contract Time or the Contract Price, within seven (7) days from the discovery date.
- d. **Request For Extension Or Change.** Within twenty-one (21) days from providing the notice of delay or change, and prior to incurring any expense, Contractor shall submit a Change Order Request. The Change Order Request shall identify the amount of the adjustment to the Contract Price or the Contract Time, or both.

The Change Order Request shall contain all supporting documentation for the proposed changes, including but not limited to data showing the hours worked, cost estimates, invoices, and schedules. If the Change Order Request includes a request for an extension of the Contract Time, the Change Order Request shall include a time impact analysis showing the impact of the underlying facts and circumstances

to the critical path. PVRPD may request, and Contractor shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses.

If any added costs or information cannot be determined at the time of the Change Order Request, Contractor shall identify the reason the costs or information cannot be determined. For any costs or information that cannot be determined at the time Contractor submits the Change Order Request, Contractor shall submit to PVRPD notice of the costs or information and all supporting documentation within three (3) days of when the costs or information become subject to determination.

e. WAIVER OF RIGHTS OF CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE TIMELY NOTICE AND REQUEST WHERE SUCH NOTICE AND REQUEST IS REQUIRED BY THIS ARTICLE SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

- f. Whenever possible, any changes to the Contract Price shall be in a lump sum mutually agreed by the Contractor and PVRPD.
- g. Price quotations from the Contractor shall be accompanied by such detailed supporting documentation, including but not limited to estimates and quotations from subcontractors or material suppliers, as PVRPD may reasonably request.
- h. If the Contractor fails to submit a complete cost proposal within the twenty-one (21) Day period (or as requested), PVRPD has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the Contract Price in accordance with PVRPD's estimate of cost. If the change is issued based on PVRPD estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following receipt of PVRPD's estimate, the Contractor presents written proof that PVRPD's estimate was in error.
- i. Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the extra work, and shall be segregated as follows:
 - 1. <u>Labor</u>. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor

establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- 2. <u>Materials</u>. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of costs are not furnished within the time required for requesting a change of the Contract Price or Contract Time, then PVRPD may determine the materials cost, at its sole discretion, or may determine that the Contractor waived all rights to payment for material costs pursuant to Section 5 of this Article.
- 3. <u>Tool and Equipment Use</u>. Regardless of ownership, the rates to be used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. The Contractor shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to PVRPD for the total period of use. PVRPD shall the make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of \$1,000 or less.
 - i. The rental time to be paid for equipment shall be the time the equipment is in productive operation on the extra work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - ii. All equipment shall, in the opinion of PVRPD, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 - iii. Before construction equipment is used on any extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to PVRPD, in duplicate, a description of the equipment and its identifying number.
 - When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.
- 4. <u>Allowed Mark-up</u>. The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:
 - i. Net Cost is defined as the actual costs of labor, materials and tools and

equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide PVRPD with documentation of the costs, including but not limited to payroll records, invoices, and such other information as PVRPD may reasonably request.

- ii. For Work performed by the Contractor's forces the allowed mark-up shall not exceed ten percent (10%) of Labor costs, ten percent (10%) of Material costs, and ten percent (10%) of the cost of Tools and Equipment use.
- iii. For Work performed by a subcontractor or sub-subcontractor, the allowed mark-up shall not exceed ten percent (10%) of the subcontractor's or sub-subcontractor's Net Cost of the Work.

There shall be no Mark-up on work deducted.

- j. For added or deducted Work by subcontractors, the Contractor shall furnish to PVRPD the subcontractor's signed detailed records of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- k. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to PVRPD a detailed record of the cost to the Contractor, signed by such vendor or supplier.
- I. Contractor shall not be entitled to any compensation for Work subject to a change order except as expressly set forth in this Article. The mark-up added in instances of extra or additional work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work.
- m. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify PVRPD's Change Order form in an attempt to reserve additional rights.
- n. If PVRPD disagrees with the proposal submitted by Contractor, it will notify the Contractor, and PVRPD will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with PVRPD, a change order will be issued by PVRPD. If no agreement can be reached, PVRPD shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to PVRPD within fifteen (15) Days of the issuance of the unilateral change

order, disputing the terms of the unilateral change order and providing such supporting documentation for its position as PVRPD may reasonably require.

- o. No dispute, disagreement or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the changed work, including extra work, promptly and expeditiously.
- p. Any alterations, extensions of time, extra work, deductions in work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 44. OCCUPANCY

PVRPD reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 45. INDEMNIFICATION FOR THIRD PARTY CLAIMS

To the fullest extent allowed by law, Contractor shall defend (with counsel of PVRPD's choosing), indemnify and hold PVRPD, its officials, officers, agents, employees, and representatives free and harmless from any and all third party claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, regardless of whether the allegations are false, fraudulent, or groundless, arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and subcontractors, arising out of or in connection with the Work or this Contract, including claims made by subcontractors for nonpayment ("Third Party Claims"). Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of PVRPD's choosing, any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against PVRPD, its officials, officers, agents, employees and representatives pertaining to such Third Party Claims. The only limitations on this provision shall be those imposed by Civil Code Section 2782 et seq.

ARTICLE 46. RECORD ("AS BUILT") DRAWINGS

a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown in the Contract Documents. Contractor shall mark whichever drawings are most capable of showing conditions fully. Where shop drawings are used, Contractor must record a cross-reference to the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure, locate or record

at a later date. Contractor shall use colors to distinguish separate categories of the Work.

b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by PVRPD.

ARTICLE 47. RESOLUTION OF CONSTRUCTION CLAIMS UNDER \$375,000

- a. Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 43, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required by this agreement shall constitute a waiver of the right to procedures of this Article.
- b. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less.
- c. "Public work has the same meaning as in Section 8038 (formerly sections 3100 and 3106) of the Civil Code,"(20104(b)(1).
- d. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency. (20401(b)(2)).
- e. Claims governed by this Article must be filed no earlier than the date the work is completed or the last day the Contractor performs work on the job, whichever is earlier. Claims must be filed no later than the date of final payment.
- f. The claim shall be submitted in writing to PVRPD Project Manager and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

- g. **Supporting Documentation**: The Contractor shall submit all claims in the following format:
 - 1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
 - 2. List of documents relating to claim:
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (Requests for Information)
 - (d) Schedules
 - (e) Other
 - 3. Chronology of events and correspondence
 - 4. Analysis of claim merit
 - 5. Analysis of claim cost
 - 6. Time impact analysis in CPM format
- h. For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
 - 1. Additional information is thereafter required; it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - 2. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- i. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

GENERAL CONDITIONS

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- 1. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- 2. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- j. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- k. If following the meeting and conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- I. The following procedures are established for all civil actions filed to resolve claims subject to this article:
 - 1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person son as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - 2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - i. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible,

be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

- m. **Government Code Claims:** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against PVRPD. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against PVRPD may be filed.
- n. **Third Party Claims:** In the event that a third party claim arises out of this Contract, PVRPD will give timely notice of the claim to the Contractor after receipt of the third party claim.

ARTICLE 48. PVRPD'S RIGHT TO TERMINATE CONTRACT

a. Termination for Cause: PVRPD may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract in whole or in part if the Contractor: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete the Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the Work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of PVRPD; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate, and what actions, if any, Contractor may take to cure the breach. Within ten (10) Days after the service of such notice, Contractor shall remedy the breaches noted in the notice of intent to terminate or make arrangements acceptable to PVRPD for the required corrective action. After expiration of the ten (10) Day period, PVRPD may terminate the Contract by providing a Notice of Termination to the Contractor. PVRPD may take over and complete the Work by any method it may deem appropriate. Contractor and its surety shall be liable to PVRPD for any excess costs or other damages incurred by PVRPD to complete the Work. If PVRPD takes over the Work, PVRPD may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Site.

Upon termination, Contractor shall:

- 1. Stop Work as specified in the Notice of Termination.
- 2. Leave the Site and any other property upon which the Contractor was working in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 3. Terminate all subcontracts and purchase orders to the extent that they relate to the portions of the Work terminated.

Upon termination, Contractor shall not be entitled to receive any further payment from PVRPD, except for Work which was duly performed prior to the Effective Date of the Notice of Termination. Contractor shall submit an invoice for final payment within thirty (30) Days of the Effective Date of the Notice of Termination. PVRPD may withhold from final payment up to 150% of any disputed amounts, including any amounts which may be necessary to repair defective Work, complete unfinished Work, or are otherwise occasioned by Contractor's failure to perform its duties under the Contract.

b. **Termination for Convenience:** PVRPD may terminate performance of the Work, in whole or in part, upon ten (10) Days written notice if PVRPD determines that termination is in PVRPD's interest.

The Contractor shall cease all or the specified part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of PVRPD, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by PVRPD, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1. Stop Work as specified in the Notice.
- 2. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3. Leave the Site and any other property upon which the Contractor was working in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4. Terminate all subcontracts and purchase orders to the extent that they relate to the portions of the Work terminated.

- 5. Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.
- 6. Submit to PVRPD, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of PVRPD's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by PVRPD no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by PVRPD's Termination for Convenience."
- 7. Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The provisions in this section are in addition to and not in limitation of any other rights or remedies available to PVRPD.
- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, PVRPD may immediately order Contractor to cease Work until such safety or liability issues are addressed to the satisfaction of PVRPD or the Contract is terminated.

ARTICLE 49. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to PVRPD-owned or controlled real or personal property.
- d. Contractor shall furnish PVRPD with all warranty and guarantee documents prior to final acceptance of the Work by PVRPD.
- e. PVRPD shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work to complete or correct the work at issue. If the Contractor fails to promptly remedy any defect, or damage within this time; PVRPD shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

- f. In the event of any emergency constituting an immediate hazard to health, safety, property, when caused by Work of the Contractor not in accordance with the Contract requirements, PVRPD may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
 - 1. Obtain for PVRPD all warranties that would be given in normal commercial practice or that are required in the Contract Documents;
 - 2. Require all warranties to be executed, in writing, for the benefit of PVRPD; and
 - 3. Enforce all warranties for the benefit of PVRPD, unless otherwise directed in writing by PVRPD.
- h. This Article shall not limit PVRPD's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. PVRPD specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 50. DOCUMENT RETENTION & EXAMINATION

- a. In accordance with Government Code Section 8546.7, records of both PVRPD and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to PVRPD any of the Contractor's other documents related to the Work immediately upon request of PVRPD.
- c. In addition to the State Auditor's rights described above, PVRPD shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including electronic records, computations and projections) related to negotiating, pricing, or performing the Work in order to evaluate the accuracy and completeness of the cost or pricing data, for a period of four (4) years after final payment.

ARTICLE 51. SOILS INVESTIGATIONS

When a soils investigation report for the Site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil conditions, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of <u>design only</u> and Contractor is required to examine the Site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

Contractor shall be responsible for any costs resulting from Contractor's failure to examine the Site pursuant to this Article.

ARTICLE 52. SEPARATE CONTRACTS

- a. PVRPD reserves the right to let other contracts in connection with this Work or on the Site. Contractor shall cooperate with and permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to PVRPD any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Work and nature of any other contracts that have been or may be awarded by PVRPD in prosecution of the Work to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the Site. Contractor shall not cause any unnecessary hindrance or delay to any other contracts, PVRPD shall decide which contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. PVRPD shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Site.

ARTICLE 53. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to PVRPD shall be addressed to PVRPD as designated in the Notice Inviting unless PVRPD designates another address in writing for service of notice. Notice to por receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile or other electronic means shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 54. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, PVRPD shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 55. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a

complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 56. INTEGRATION

- a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire, integrated agreement of PVRPD and Contractor.

ARTICLE 57. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of PVRPD. Any assignment without the written consent of PVRPD shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify PVRPD in order that proper steps may be taken to have the change reflected on the Contract and all related documents.

ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to PVRPD all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time PVRPD makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 60. PROHIBITED INTERESTS

No PVRPD official or representative who is authorized in such capacity and on behalf of PVRPD to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any Engineer, Architecting, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 61. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify PVRPD in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to PVRPD, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.
- c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

ARTICLE 62. PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with the Work, and shall defend, indemnify and hold harmless PVRPD, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 63. OWNERSHIP OF DRAWINGS

All Contract Documents furnished by PVRPD are PVRPD property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to PVRPD on request at completion of the Work.

ARTICLE 64. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

SPECIAL CONDITIONS

Playground Equipment Manufacturer: Play & Park Structures Kathy Wiggins (661)-964-7626 Office kathy.wiggins@playandpark.com

Pleasant Valley Recreation and Park District legal holidays are: January 1 for New Year's Day; Third Monday in January for observance of Martin Luther King's birthday; Third Monday in February for observance of President's Day; Last Monday in May for observance of Memorial Day; July 4 for Independence Day; First Monday in September for observance of Labor Day; November 11 for Veterans' Day; Fourth Thursday and Friday in November for Thanksgiving; December 25 for Christmas Day. Fixed day holidays are observed on Fridays if they fall on a Saturday or Mondays if they fall on a Sunday.

The Contractor is advised that City of Camarillo City Hall is closed between Christmas Day and New Year's Day, and as such, inspection services are not available on those particular dates. The applicant shall schedule any and all grading, stormwater, encroachment, paving and utility work requiring City inspections accordingly. A schedule of City Hall hours may be obtained from City Hall or at City's website www.cityofcamarillo.org.

SPECIAL CONDITIONS

CONTRACT FORMS

Notice of Award Notice to Proceed Work Directive Change Order Notice of Completion

CONTRACT FORMS

APPENDIX A

CONSTRUCTION DRAWINGS

NER REATION AND PARK DISTRICT. 93010 EEST BURNLEY ST. CAMARILLO CA. 93010	OVER SHEET BE	РВОЈЕСТ ОUITO РАРК РLАYGROUND INSTALLATION	REVISIONS NO. REVISIONS/ISSUE DATE 1 DESCRIPTION DATE 1 DESCRIPTION DATE	ISSUED FOR: DATE BID OCT.,7, 2024 DRAWN / CHECKED OCT.,7, 2024 OCT.,7, 2024 OCT.,7, 2024 OCT.,7, 2024 OCT.,7, 2024
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DISTRICT CONTACTS IMPORTANT NOTE: NO EXCAVATION OF ANY KIND IS TO OCCUR ANYWHERE ON SITE WITHOUT FIRST VERIFYING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES. PARK SERICES MANAGER MATTHEW PARKER 1605 EAST BURNLEY STREET CAMARILLO, CA. 93010 (805)495-6471 Know what's **below.** Call 811 before you dig. DIG ALERT lat's below. L-1 COVER SHEET L-2 CONSTRUCTION DETAILS L-3 PLAYGROUND LAYOUT OPTION I L-4!!!!!PLAYGROUND LAYOUT OPTION 1 L-6!!!!!DRAINAGE LAYOUT PLAYGROUND OPTION 1 L-6!!!!!DRAINAGE LAYOUT PLAYGROUND OPTION 1 00 (CONTRACTOR SHALL CALL DIG ALERT AND NOTIFY ANY AGENCIES OR UTILITIES **48 HOURS** PRIOR TO STARTING CONSTRUCTION OR EXCAVATION. LIST BELOW FOR REFERENCE ONLY, CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATIONS AND PROTECTING ALL UTILITIES.) 3AS COMPANY ERSON, ARBARA, CALIFORNIA RALES 200 SOUTHERN CALIFORNIA EDISC 3589 FOOTHILL DRIVE THOUSAND OAKS, CALIFORNIA (800)655-4555 JD WASTEWATER WATER DISTRICT SA RD. 0, CA 9301293012 0226226

SO.CAL. GA 130 PATTEF SANTA BAF HANK MOR. (800)427-22

WATER AN CAMROSA SANTA ROS CAMARILLC (805) 388-0

ET INDEX

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STORM WATER POLLUTION NOTES

- ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEETFLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION-RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER. сi
- FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM. ы. С
- EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE. 4
- TRASH AND CONSTRUCTION-RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND. 5. . 0
- SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITION MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- ANY SLOPES WITH DISTURBED SOILS OR DENUDED VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER. ٦.
 - THE FOLLOWING BMPS AS OUTLINED IN, BUT NOT LIMITED TO, THE CALIFORNIA STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA), 2003, OR THE LATEST REVISED EDITION, MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS): ω.

ITIES.

UTIL

ECO1 - SCHEDULING NS01 - WATER CONSERVATION PRACTICES NS03 - PAVING AND GRINDING OPERATIONS NS06 - ILLICIT CONNECTION/DISCHARGE NS08 - VEHICLE AND EQUIPMENT CLEANING NS09 - VEHICLE AND EQUIPMENT FUELING NS10 - VEHICLE AND EQUIPMENT MAINTENANCE NS12 - CONCRETE CURING NS13 - CONCRETE FINISHING SE-6 - GRAVEL SANDBAGS

SE07 - STREET SWEEPING AND VACUUMING WE01 - WIND EROSION CONTROL WM01 - MATERIAL DELIVERY AND STORAGE WM02 - MATERIAL USE WM03 - STOCKPILE MANAGEMENT WM04 - SPILL PREVENTION AND CONTROL WM05 - SOLID WASTE MANAGEMENT WM06 - HAZARDOUS WASTE MANAGEMENT WM08 - CONCRETE WASTE MANAGEMENT

DESCRIPTION **PROJECT**

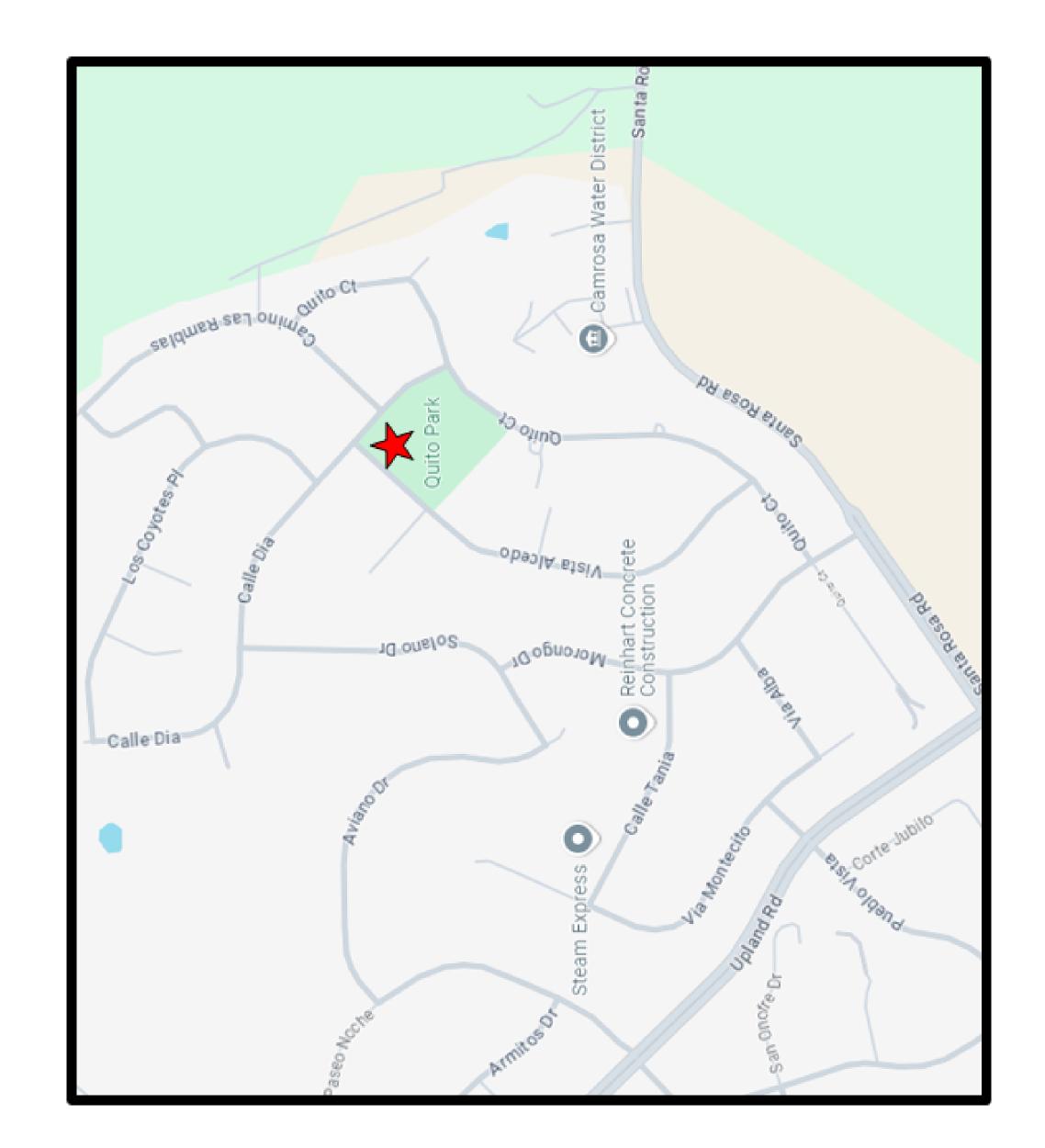
PROJECT IS WITHIN EXISTING PARK AND INCLUDES REMOVAL OF PLAY EQUIPMENT, RUBBER SURFACING, ENGINEERED WOOD FIBER (EWF) AND SAND. INSTALLATION OF PLAYGROUND EQUIPMENT, ENGINEERED WOOD FIBER (EWF) RUBBER POUR-IN-PLACE (PIP) SURFACING AND SUB-SURFACE DRAINAGE PITS. FEES FOR PERMITS TO BE PAID BY THE DISTRICT. CONTRACTOR RESPONSIBLE FOR PROCESSING AND COORDINATING PERMITS WITH THE CITY OF CAMARILLO.

NER CA

TIME WARN (888)892-225

8

VERIZON (800)483-4



TES

NFORM TO THE GREENBOOK, 'STANDARD) PLANS FOR PUBLIC WORKS CONSTRUCTION' IN ATE OF THESE PLANS.

MITS SHALL BE PAID FOR BY THE DISTRICT.

ы К

BE INSTALLED AND INSPECTED BY CERTIFIED LER; INSTALLER TO PROVIDE DISTRICT OF RMANCE TO PLAYGROUND SAFETY STANDARDS IN IECT INSTALLATION.

ECUTION, CONTRACTOR TO PROVIDE DISTRICT WITH A DULE TO INCLUDE EACH ITEM, LEAD TIME, ORDER AND OR SUBSTANTIAL COMPLETION. VE DRAINAGE. NOTIFY DISTRICT CONTACT IF SITE HERWISE. MAINTAIN EXISTING FLOWLINES AND

OCATION OF UTILITIES PRIOR TO CONSTRUCTION AND VERNING AGENCIES. CONTRACTOR IS LIABLE FOR VG UTILITIES INCURRED BY PROJECT WORK.

E ANY EXISTING IMPROVEMENTS DAMAGED DURING PRE-CONSTRUCTION CONDITION TO DISTRICT'S

and site conditions before starting work. Any possible deficiencies between drawings and h field conditions shall be brought to the teattention.

NES PRIOR TO COMMENCING WORK. NO I, INCLUDING FOOTINGS, SHALL EXTEND BEYOND

RKMANSHIP, CONFORM TO LATEST CALIFORNIA D APPLICABLE GOVERNING AGENCY CODES AND RT OF CONTRACT DOCUMENTS TO BE IN VIOLATION OF NCIES EXIST, NOTIFY DISTRICT.

INSTALLATION OF ALL LANDSCAPE ITEMS SHALL BE TE, COUNTY AND LOCAL CODES, ORDINANCES AND UP Y ORDERS REGARDING PERFORMANCE OF WORK.

VICINITY OF UNDERGROUND UTILITIES SHALL E AND, IF NECESSARY, BY HAND THE CONTRACTOR ISIBILITY FOR THIS WORK AND THE DISRUPTION OR S SHALL BE IMMEDIATELY REPAIRED AT NO EXPENSE

GENERAL NOTES II

. -

- THE CONTRACTOR SHALL LAYOUT AND VERIFY ALL DIMENSIONS PRIOR TO ORDERING PLAY EQUIPMENT AND CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE DISTRICT'S ATTENTION FOR RESOLUTION PRIOR TO ORDERING EQUIPMENT AND COMMENCING ANY FURTHER WORK.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUB-CONTRACTORS REQUIRED TO ACCOMPLISH THE WORK.
- PIPING, FOOTINGS, AND SLEEVES SHALL BE SET IN PRIOR TO INSTALLATION OF CONSTRUCTION ITEMS. ю.

4

- THE DRAWINGS AND SPECIFICATIONS REPRESENT FINISH STRUCTURES, CONSTRUCTION MEANS AND METHODS, SAFETY PROCEDURES, BRACING, TEMPORARY SUPPORTS, AND SHORING WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. OBSERVATION VISITS TO THE JOB SITE BY THE DISTRICT CONTACT DOES NOT INCLUDE INSPECTION OF CONSTRUCTION METHODS AND SAFETY CONDITIONS AT WORK SITE. THESE VISITS SHALL NOT BE CONSTRUED AS CONTINUOUS AND DETAILED INSPECTIONS.
 - GIVE DISTRICT CONTACT A MINIMUM OF 48 HOURS NOTICE FOR REQUIRED OR REQUESTED JOB SITE VISIT. 5.
 - FOR SUBMITTALS, SAMPLES AND SHOP DRAWINGS REQUESTED, SUBMIT VIA EMAIL TO DISTRICT CONTACT. . 0
- PROPOSED GRADES SHALL MEET EXISTING GRADES WITH SMOOTH AND CONTINUOUS TRANSITION, FLUSH ALONG ENTIRE EDGE. ۲.

GRADING NOTES

GRADES PRIOR TO CONSTRUCTION, VERIFY EXISTING AND PROPOSED UTILITY LOCATIONS, EXISTING DRAINAGE STRUCTURES,

..

ANCIES NOTIFY THE DISTRICT CONTACT IMMEDIATELY UPON DISCREP/ BETWEEN THESE PLANS AND EXISTING CONDITIONS.

с і

- N AWAY GRADE PLANTING AREAS ACCORDING TO CONSTRUCTION PLA FROM HARDSCAPE AND PROPERTY LINES. ы. С
- FINISH GRADES IN PLANTING AREAS TO BE FLUSH WITH ADJACENT PAVING SURFACE. 4.
- DO NOT PROCEED WITH CONSTRUCTION AS DESIGNED WHEN OBSTRUCTIONS, AREA DISCREPANCIES, OR GRADE DESIGN ARE DISCOVERED. SUCH CONDITION SHALL BE IMMEDIATELY BROUGHT TO THE DISTRICT CONTACT'S ATTENTION. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION. 5.

general no ⁻	ALL WORK SHALL CON SPECIFICATIONS AND EFFECT AS OF THE DA	CONSTRUCTION PERN	PLAY EQUIPMENT TO I PLAYGROUND INSTAL EQUIPMENTS CONFOF FORCE DURING PROJI	UPON CONTRACT EXE CRITICAL PATH SCHEI INSTALLATION DATE F	PROVIDE FOR POSITIV CONDITIONS ARE OTH DRAINAGE PATTERNS	VERIFY AND STAKE LC AS REQUIRED BY GOV DAMAGES TO EXISTIN	REPAIR AND REPLACE CONSTRUCTION TO PI SATISFACTION.	CHECK DIMENSIONS A DISCREPANCIES OR P SPECIFICATIONS WITH DISTRICT'S IMMEDIATI	VERIFY PROPERTY LIN CONSTRUCTION ITEM PROPERTY LINE.	MATERIALS AND WOR BUILDING CODES AND ORDINANCES. NO PAF CODES. IF DISCREPAN	CONSTRUCTION AND ACCORDING TO STATI TO CAL-OSHA SAFETY	EXCAVATION IN THE V PROCEED WITH CARE BEARS FULL RESPONS DAMAGE TO UTILITIES TO THE DISTRICT.	
U	. .	5	ຕ່	4.	5.	.0	۲.	α	ര്	10.	<u>.</u>	12.	

NOTES AND GENERAL TION ONSTRUC **CONSTRU GRADING**

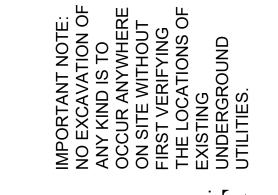
- ALL WORK SHALL CONFORM TO ALL CITY, COUNTY AND OTHER GOVERNING AGENCIES' REGULATIONS FOR CONSTRUCTION, GRADING AND DRAINAGE. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS REQUIRED FOR THIS WORK.
- ES, EASEMENTS, UTILITIE EY. THE CONTRACTOR PROPERTY LINES, G CONDITIONS, PROPERTY LINES, E ARY AND TOPOGRAPHIC SURVEY. T R IDENTIFYING IN THE FIELD ALL PR CONTINE IN THE PLANS. NO FOR LOCATIONS OF EXISTING CON ETC., REFER TO THE BOUNDARY A SHALL BE RESPONSIBLE FOR IDEN EASEMENTS AND RESTRICTIONS II с.
 - NEED CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE LAYOUT OF TI ECT, FOR ESTABLISHING ALL REFERENCE POINTS, ELEVATIONS AND LINE CONSTRUCTION, FOR CERTIFICATION OF FINISH GRADES AS SHOWN ON T INGS, AND TO MATCH EXISTING SURFACES WHERE APPLICABLE. IF NEEL CONTRACTOR SHALL EMPLOY A REGISTERED CIVIL ENGINEER OR LICENSE SURVEYOR IN ORDER TO ACCURATELY DETERMINE ALL HORIZONTAL ANI AL DIMENSIONS **VERTIC** THE CC PROJECT FOR CC DRAWII THE CC LAND S . с
- CONTRACTOR SHALL VISIT THE SITE, VERIFY EXISTING CONDITIONS, BECON FAMILIAR WITH EXISTING GRADES, SITE AND SOIL CONDITIONS. 4.
- THE CONTRACTOR SHALL NOTIFY THE DISTRICT OF ANY DISCREPANCIES BETWEEN THE ACTUAL SITE CONDITIONS AND THE PLANS PRIOR TO BEGINNING CONSTRUCTION. ъ.
- **RIOR TO TH** Z O ۵ FIELD SCALED MEASUREMENTS OVER WRITTEN DIMENSIONS SHALL PREVAIL AND DETAILS. . Ö
 - THE DISTRICT IS TO REVIEW AND APPROVE ALL LAYOUTS IN THE START OF CONSTRUCTION. ω.
 - VERIFY AND CLEARLY MARK THE LOCATION OF ALL UNDERGROUND UTILITIES AND SERVICES PRIOR TO ANY EXCAVATION. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ALL DAMAGE CAUSED BY FAILURE TO DO SO. DUST CONTROL AND EROSION & SILTATION PREVENTION SHALL BE IMPLEMENTED THROUGHOUT CONSTRUCTION AS REQUIRED BY THE GOVERNING AGENCIES, LOC, CODES AND ORDINANCES. <u>о</u>
- 10.
 - THIS WORK TO CONTRACTOR SHALL KEEP THE SITE WATERED SUFFICIENTLY TO ELIMINATE DUST NUISANCE. SPECIMEN AND EXISTING TREES TO REMAIN SHALL BE WASHED DOWN WEEKLY TO HELP MAINTAIN THEIR HEALTH DURING CONSTRUCTION. REPORT ANY CONDITIONS WHICH PREVENT PROPER EXECUTION OF THE DISTRICT. 1.

OWNER

- ALL THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING FROM DAMAGE STRUCTURES, UNDERGROUND UTILITIES AND ANY EXISTING PLANT MATERIAL IDENTIFIED TO REMAIN ON THE SITE. 12.
 - NO BRANCHES, LIMBS OR ROOTS OF ANY PLANT MATERIAL ARE TO BE CUT OR PRUNED WITHOUT AUTHORIZATION AND DIRECTION FROM THE ARBORIST OR HORTICULTURALIST. 13.
- HERWISE ALL PLANTING AREAS SHALL BE GRADED AT A MINIMUM OF 2% AWAY FROM STRUCTURES AND TOWARD APPROPRIATE DRAINAGE INLETS, UNLESS OTHER NOTED ON PLANS. FINISH GRADES SHALL BE ONE (1) INCH BELOW ADJACENT I IN LAWN AREAS, AND TWO (2) INCHES BELOW ADJACENT PAVING IN SHRUB/GR COVER AREAS. 4
- NEW PAVING AREAS SHALL BE SET FLUSH TO EXISTING ADJACENT PAVING SURFACES. PAVING CROSS SLOPE SHALL BE MINIMUM OF 2%. 15.
- FREEL AREA DRAINAGE SHALL BE DIRECTED AWAY FROM BUILDINGS AND FURES AT A MINIMUM OF 2 % FOR 5 FEET OR AS INDICATED ON THE JGS. ALL SURFACE FLOW SHALL BE DIRECTED TOWARD AND FLOW RAINAGE INLETS. PAVING. STRUCT DRAWIN INTO DF 16.
- حمد Fall DNFORM TO ASTI FICATIONS FOR DREN'S AYGROUND MANUFACTURERS PLANS AND SPECIFICATION FOR I ZONE. VERIFY ALL COMPONENTS AND SAFETY ZONE CONFORM STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION D EQUIPMENT FOR PUBLIC USE CAN/CSA-Z614-07 - CHILDREN'S AND EQUIPMENT PRIOR TO PURCHASE AND INSTALLATION. ER TO PLAYGROUND I SAFETY ZONE. VERIF PLAYGROUND PLAYSPACES /
 - 2% MINIMUM. FINE GRADING AROUND FOOTINGS, TO THE DISTRICT'S GRADED SUBGRADE DRAINAGE SHALL BE STRUCTURES SHALL DRAIN AWAY FROM I ACTION SATISF **FINE** <u>6</u> 19.
 - FACTION. PER ISF. WEEKS FOR DAMAG O DIST **3E REPLACED W A MINIMUM OF** CED FOR A DITURF AR \Box PROPERTY. ANY DA DISTRICT'S SPECIFIC ESTABLISHMENT PE ξO R AND REP TRUCTION ' NCLUDES A ERTY. ANY

QUITO PARK

PROJECT



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Call 811 be DIG A

below

PROJECT NO. QUITO-PG-25

SCALE N.T.S.

SHEE.

DRAWN / CHECKED

DATE

ISSUED FOR:

DATE

REVISIONS





1605 EAST BURNLEY ST. CAMARILLO CA. 93010 Construction Details and General Notes ΝΟΙΤΑΙΑΤΖΝΙ ΠΝΟΩΒΥΑΙΑ **RECREATION AND PARK DISTRICT ΥΞΙΙΑΥ ΤΝΑΖΑΞΙ**

505/553

OF ALL MATERIALS INDICATED ON CONTRACTOR SHALL IMPLEMENT TEMPORARY PROJECT CONTROLS, INCLUDING PREPARATION AND MAINTENANCE OF BMPS AS REQUIRED. SEE TITLE SHEET.

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SED OF BY CONTRACTOR PRIOR TO

CONTRACTOR, THE CITY OF

GREATER THAN PLANTING PIT G OVER NIGHT.

4 INCHES

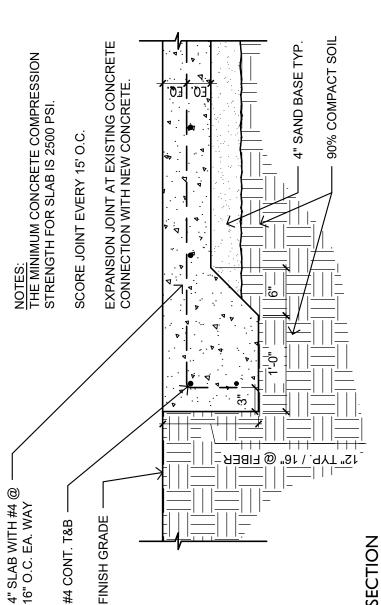
SS, & CONSTRUCTION ACCESS

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TREE PROTECTION NOTES

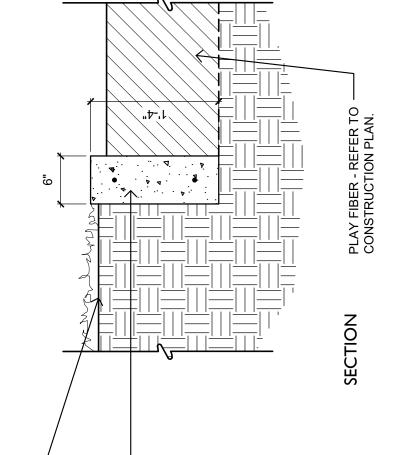
THESE TREE SPECIFICATIONS SHALL BE FOLLOWED TO PROTECT ALL TREES WHOSE DRIPLINE IS ENCROACHED UPON EITHER DIRECTLY OR INDIRECTLY BY CONSTRUCTION.

- ВП 10 NO EQUIPMENT IS TO BE PARKED UNDER A TREE, NOR ARE ANY MATERIALS STORED WITHIN THE TREE'S DRIPLINE OR LEANED AGAINST A TREE TRUNK. **GENERAL REQUIREMENTS** . -
 - DO NOT PILE OR COMPACT SOIL WITHIN A DRIPLINE. с.
- DO NOT NAIL GRADE STAKES OR ANYTHING ELSE TO TREES. ю. .
- DO NOT STRIP TOPSOIL. ANY VEGETATION TO BE REMOVED SHOULD BE REMOVED BY CUTTING AT GROUND LEVEL RATHER THAN PULLING OUT BY EQUIPMENT. 4.
- USE OF PNEUMATIC DRILLS IS NOT PERMISSIBLE; EXCAVATION AROUND ROOTS MUST BE PERFORMED BY HAND ONLY, NO POWER TOOLS. CUT ANY ROOTS CLEANLY WITHOUT FRAYED OR SPLIT ENDS, AND SOIL BACKFILLED IMMEDIATELY. ALL LANDSCAPE AREAS ARE TO RECEIVE UNINTERRUPTED IRRIGATION DURING ALL CONSTRUCTION. 5. . 0
 - TYPICAL WORK PROCEDURES ш.
- ALL WORK AROUND ANY EXISTING TREES SHALL FOLLOW THIS WORK PROCEDURES PROGRAM. THIS PROGRAM HAS BEEN DEVELOPED TO MINIMIZE IMPACTS TO EACH TREE AND PROTECT THEM FROM UNSCHEDULED DAMAGE.
 - STAFF ALL WORK WITHIN A TREE'S ROOT ZONE SHALL BE AS DIRECTED BY DISTRICT с.
 - THE EXTENT OF ALL WORK AFFECTING ANY OAKS SHALL BE STAKED BY FIELD SURVEY AND REVIEWED WITH THE DISTRICT STAFF PRIOR TO IRRIGATION INSTALLATION. ю.
- NO FURTHER WORK WITHIN THE ROOT ZONE SHALL BE DONE BEYOND WHICH WAS APPROVED, WITHOUT OBTAINING WRITTEN APPROVAL FORM DISTRICT STAFF PRIOR TO PROCEEDING. HAND DIG VERTICAL TRENCH AT THE FINAL CUT LINE TO FINAL GRADE AND CLEANLY CUT ANY ROOTS ENCOUNTERED AND SEAL WITH APPROVED TREE SEAL. 4. 5.
- DAMAGES с.
- IF A TREE, DESIGNATED TO REMAIN, IS REMOVED OR CAUSED TO BE IRREVERSIBLY DAMAGED AS DETERMINED BY DISTRICT STAFF, CONTRACTOR SHALL INSTALL A REPLACEMENT TREE MATCHING SIZE, QUALITY, AND VARIETY USING AN INSTALLER DESIGNATED BY THE DISTRICT. IF AN ACCEPTABLE REPLACEMENT TREE IS NOT AVAILABLE, CONTRACTOR WILL PAY DAMAGES TO THE DISTRICT FOR THE DAMAGED TREE VALUE AS ASSESSED BY THE TREE VALUE FORMULA IN ISA GUIDE FOR ESTABLISHING VALUE OF TREES AND OTHER PLANTS. <u>_</u>



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1'-0" П SCALE:





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1-2"

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#4 @ 16" O.C.

SCALE: 1/2"

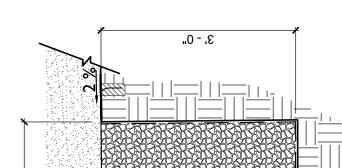
GENERAL DEMOLITION NOTES

.

PROTECT IN PLACE EXISTING TREES PER TREE PROTECTION NOTES THIS SHEET <u>.</u>

ц Сі

- CONTRACTOR IS RESPONSIBLE FOR REMOVAL PLANS. .
- ANY HAZARDOUS MATERIALS SHALL BE DISPO GENERAL DEMOLITION. 5. 4.
 - UTILITY SHUTOFF SHALL BE COORDINATED BY THOUSAND OAKS AND DISTRICT. ю.
- WORK SHALL BE PERFORMED IN ACCORDANCE WITH CAL-OSHA CONSTRUCTION SAFETY ORDERS, MOST RECENT EDITION.
 - NO OPEN TRENCH SHALL BE LEFT EXPOSED WITHOUT FLAGMEN OR SECURITY GUARD. ٦.
 - NO OPEN EXCAVATION SUCH AS TRENCH OR P DEEP WILL BE LEFT EXPOSED OR UNSECURED ώ
- PROTECT IN PLACE EXISTING IMPROVEMENTS INCLUDING WALLS, PAVING, FENCING, PLANTING, IRRIGATION EQUIPMENT, VALVES, AND VALVE BOXES ю.
 - 10. CONTRACTOR TO ESTABLISH INGRESS & EGRE ROUTES TO LIMIT SITE DISTURBANCE



14" DEEP ENGINEERED WOOD FIBER (EWF) IN PLAY AREA INSTALL ACCORDING TO MANUFACTURER'S INSTRUCTIONS $\overline{}$

#4 CONT. T&B

- 3/4 -INCH CLEAN CRUSHED GRAVEL $(\mathbf{\dot{o}})$
- $(\tilde{\mathbf{w}})$
- GEOTEXTILE SEPARATION FABRIC, TENCATE MIIRAFI NL OR APPROVED EQUAL, TO ALLOW DRAINAGE, FILTRATION AND SEPARATION BETWEEN: ENGINEERED WOOD FIBER AND EARTH. PIT GRAVEL AND EARTH. ENGINEERED WOOD FIBER AND SUMP GRAVEL.
 - •
- SUMP WALL OR UNDISTURBED SUBGRADE , NATIVE SOII (4)
- GEOTEXTILE ANCHOR BURY END OF GEOTEXTILE MIN 8 INCHES INTO COMPACTED SOIL. (<u>2</u>)

- GEOTEXTILE SEPARATOR INSTALL ON SUBGRADE BELOW EWF. ANCHOR ACCORDING TO MANUFACTURER'S INSTRUCTIONS.

- 6

- NOT TO SCALE
- (N) SIDE FLARE SLOPE 10% MAX TYP. ELEVATION TO MATCH ALONG EDGE (N) ADA RAMP RAMP SLOPE 8.33% MAX. TY EDGE OF (E) CONC. CURB OR PAVING 30° TURN EDGE
 - DOWN 30° TU EDGE

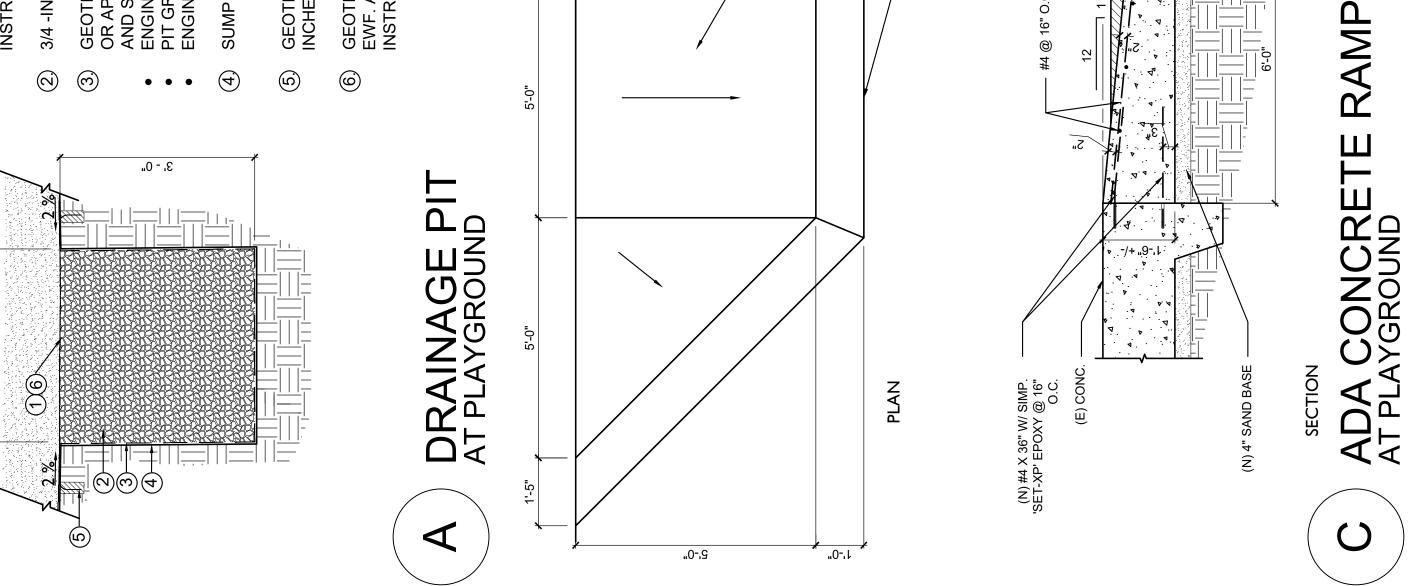




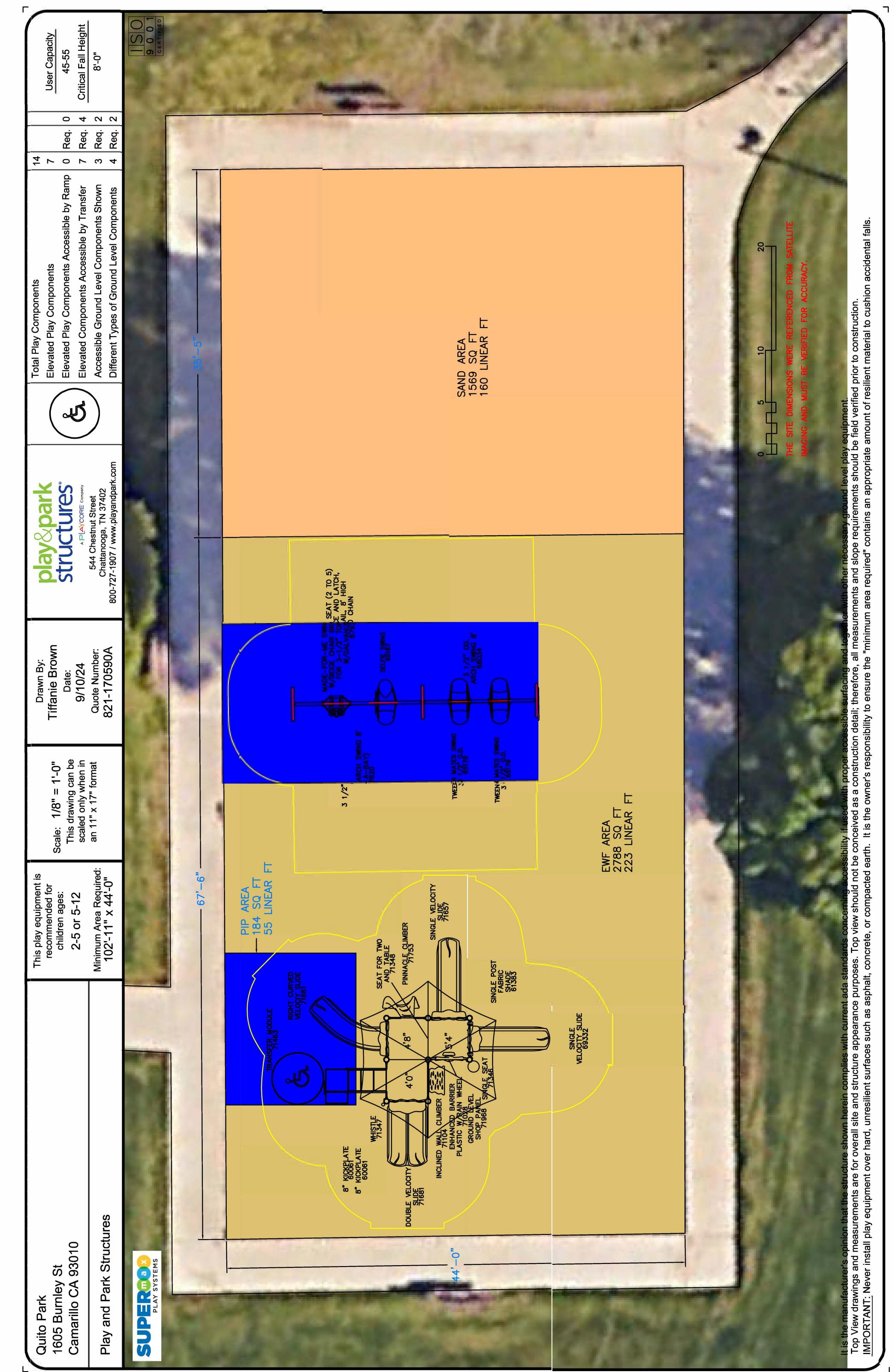
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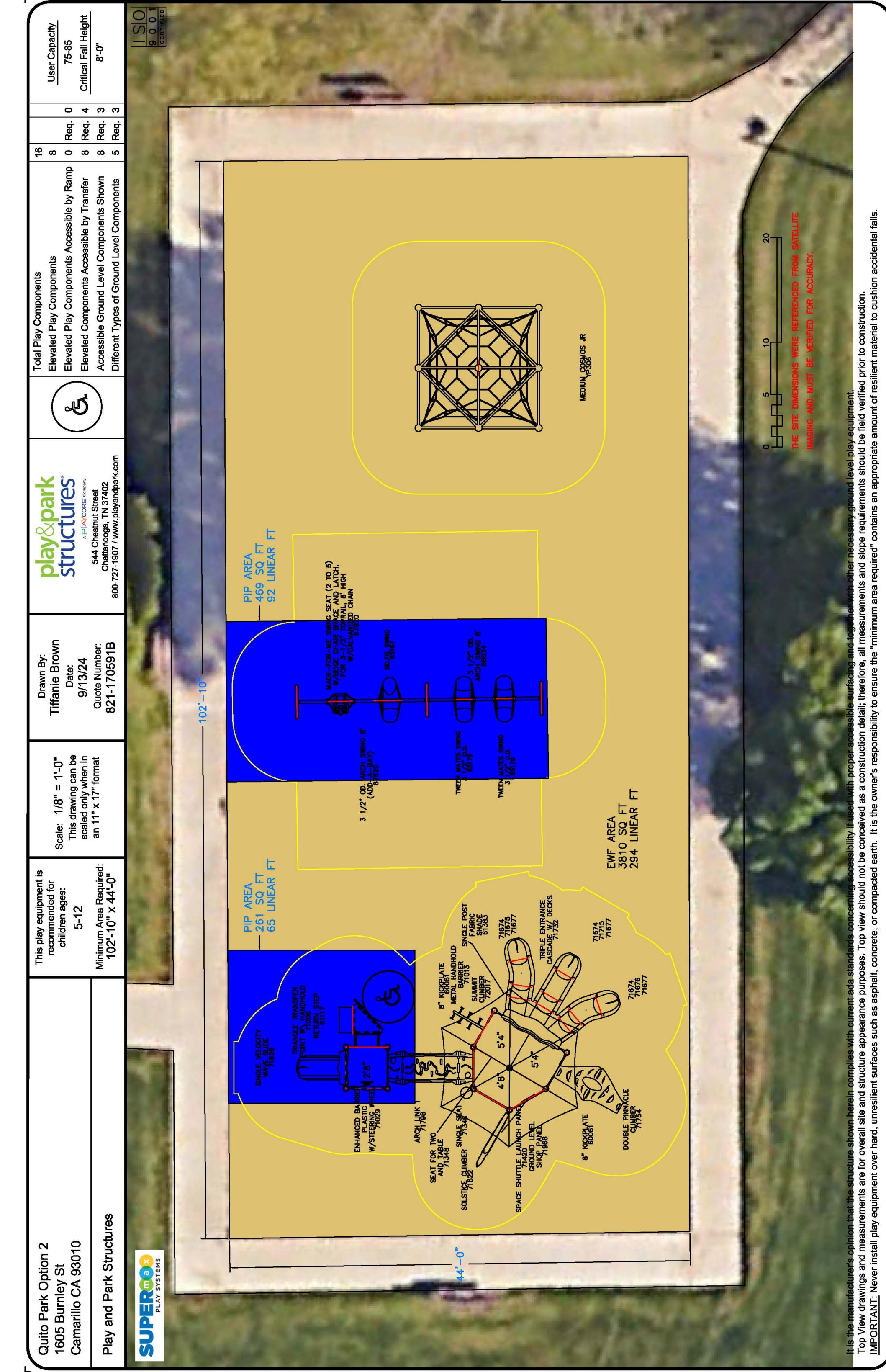
ADJACENT TURF OR PLANTING 1" AT TURF OR 2" AT PLANTING. CONCRETE CURB - MIN. 2" CLEAR ALL A AT SPLICES. END B/ JOINTS AND END OF BARS THROUGH CO



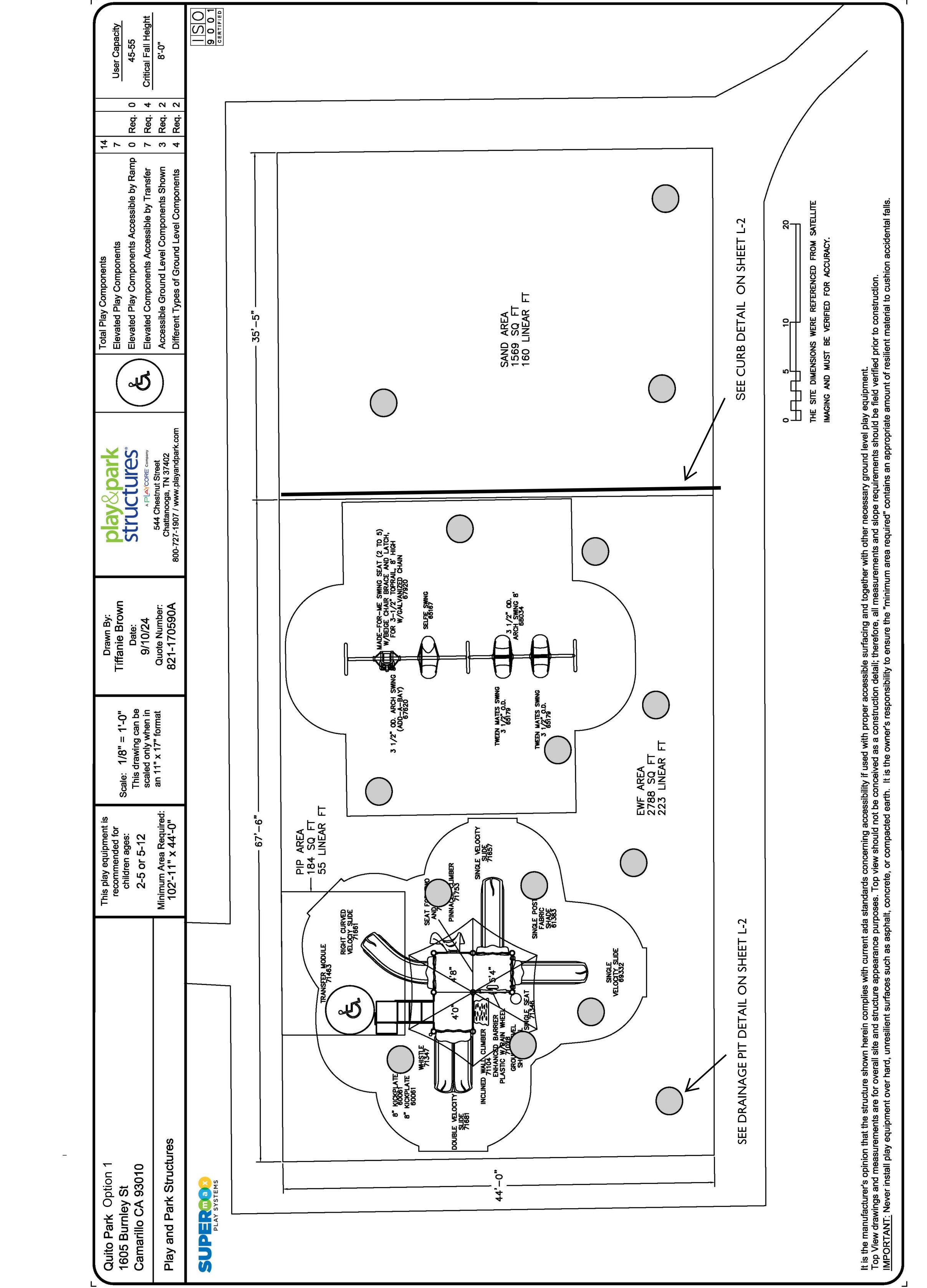
<image/> <image/>	OWNER PLEASANT VALLEY RECREATION AND PARK DISTRICT 1605 EAST BURNLEY ST. CAMARILLO CA. 93010 1605 EAST BURNLEY ST. CAMARILLO CA. 93010		ΡΒΟJΕCT QUITO ΡΑRΚ ΡΓΑΥGROUND INSTALLATION	REVISIONS NO. REVISIONS/ISSUE DATE 1 DESCRIPTION DATE 1 DESCRIPTION DATE	ISSUED FOR: DATE BID OCT.,7, 2024 DRAWN / CHECKED OCT.,7, 2024 DRAWN / CHECKED OCT.,7, 2024 SCALE PROJECT NO. N.T.S. QUITO-PG-25 N.T.S. QUITO-PG-25 SHEET SOGN
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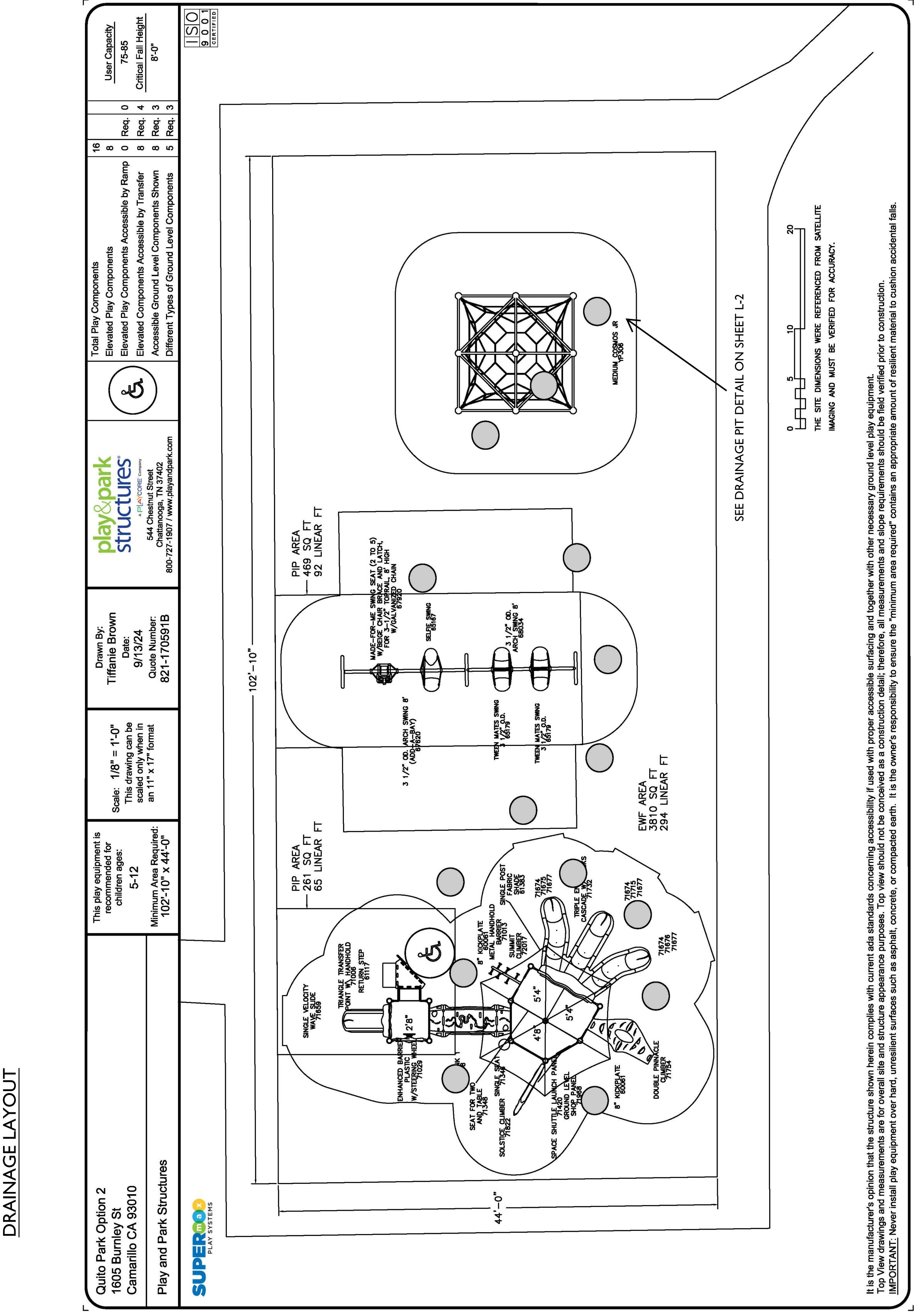
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BIDDERS CHECKLIST

This checklist has been prepared and furnished to assist Bidders in including all items necessary for a complete Bid. Omission of items from the list does not relieve the Bidders of the obligation to comply with all requirements of the bid documents. Bidders' submittals should include, but are not necessarily limited to, the following:

	Item	Checked
1.	Bidders Checklist Sheet (this sheet)	x
2.	Bid	х
3.	Contractor's Certificate regarding Workers' Compensation	х
4.	Bid Bond or other security	х
5.	List of Subcontractors Information	х
6.	Information Required of Bidders	x
7.	Non-Collusion Declaration	x
8.	Iran Contracting Act Certification	x
9.	Public Works Contractor Registration Certification	X

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _	R.E. Schultz Construction, Inc.	Park <u>fer</u>
Signature _	NESOL	272 272 272
Name and Title _	Richard Schultz, President (Sole Officer)	1000 - 20
Dated	10/17/24	- CE
	CHECKLIST BID FORM 1	
	12	
		510/552

FORM OF BID

TO: PLEASANT VALLEY RECREATION AND PARK DISTRICT 1605EAST BURNLEY STREET CAMARILLO, CALIFORNIA 9310

FOR: VARIOUS PARKS PLAYGROUND IMPROVEMENT PROJECT

Pursuant to, and in compliance with, your Plans and Specifications relating hereto, the undersigned contractor hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of Plans and Specifications entitled:

QUITO PARK PLAYGROUND IMPROVEMENT PROJECT

and of all addenda issued by the District, for the sum of:

SITE	TOTAL BID
A. Quito Park Playground	Ninty Four thousand Six hundred Words Electry Dollars \$94,680,00 Figures

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned contractor agrees to complete the work in one hundred fifty (150) calendar days, which shall be the contract time, commencing ten (10) calendar days after Notice to Proceed is issued to the undersigned contractor.

The undersigned contractor has checked all words and figures inserted in the bid submittal and understands that the District will make no allowance for any error or omission on the part of the undersigned.

The undersigned contractor recognizes the relations of trust and confidence that will be established between himself and the District by a contract, if awarded to him, and agrees in such event that the Drawings and other Contract Documents shall be deemed to be "instruments of service" and that he will use the documents for the sole purpose of completion of the contract in the best and soundest manner and in the most expeditious and economical way consistent with the interest of the Owner.

> BID BID FORM 2 13

FORM OF BID

TO: PLEASANT VALLEY RECREATION AND PARK DISTRICT 1605EAST BURNLEY STREET CAMARILLO, CALIFORNIA 9310

FOR: VARIOUS PARKS PLAYGROUND IMPROVEMENT PROJECT

Pursuant to, and in compliance with, your Plans and Specifications relating hereto, the undersigned contractor hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of Plans and Specifications entitled:

QUITO PARK PLAYGROUND IMPROVEMENT PROJECT

and of all addenda issued by the District, for the sum of:

SITE	TOTAL BID
A. Quito Park Playground	ONE HINDRED Foreteen thousand Nine Words hundred sixty Dollare \$114,960. Figures

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned contractor agrees to complete the work in one hundred fifty (150) calendar days, which shall be the contract time, commencing ten (10) calendar days after Notice to Proceed is issued to the undersigned contractor.

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BID BID FORM 2 13 The District reserves the right to reject any or all bids, to accept other than the lowest bid, and to waive any irregularity in the bids received. <u>The award of contract, if made, will be</u> to the lowest responsible Bidder based on the total base bid only, as determined solely by the District.

The District reserves the right, and is hereby granted the right, to accept or reject this proposal at any time within **thirty (30)** days following the date of the last day for receiving bids.

Bidder's Firm Name:*	R.E. Schultz Construction, Inc.		5,0	
Authorized Signature:	RESalt	Richard Schultz	10	
Title:	President, Sole Officer		39	5/
Mailing Address:	1767 North Batavia Street		Viego.	0149160
	Orange, CA 92865			
Telephone:	714-649-2627			And the second

State Contractor's License Number and Classification Designation: CSLB #1007195 / A, B, C61/D34, C61/D12

Bidder's License Number: 1007195 Expiration Date: 9/30/25

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

Executed this	17th	day of	<u>Octob</u> er, 2024	, at	Orange, CA	
California.						

*Insert Bidder's name. If a corporation, give the State of incorporation using the phrase, "A corporation organized under the laws of <u>California</u>.

The undersigned Bidder hereby declares that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Work:

BID BID FORM 2 14

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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 selfinsurance 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.

Name of Bidder	R.E. Schultz Construction, Inc.		EC CO
Signature	DESEL	17 C	- ANTER
Name	Richard Schultz	CER.	Chill 10
	President, Sole Officer		C. C
Title .	10/17/24		_
Dated _			-
	WORKERS COMPENSATION CERTIFICATE BID FORM 3 16		
		5	14/553

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that, R.E. Schultz Construction, Inc. hereinafter called the PRINCIPAL, and U.S. Specialty Insurance Company, a corporation duly organized under the laws of the State of Texas of business principal at having its place 801 South Figueroa Street #700. Los Angeles, CA 90017 in the State of and authorized to do business in the State of California, California hereinafter call the SURETY, are held and firmly bound unto PVRPD of Camarillo, OBLIGEE. sum called on order. in the of hereinafter the) (being at least Ten Percent of the Amount Bid in Dollars 10% (ten percent (10%) of the total amount of PRINCIPAL'S bid price) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the PRINCIPAL has submitted its Bid for the project entitled Pleasant Valley Recreation and Park District to the OBLIGEE, the Bid, by reference thereto; being hereby made a part hereof.

NOW, THEREFORE, if the Bid is rejected or, in the alternate, if the Bid is accepted and the PRINCIPAL signs and delivers a Contract and furnishes evidence of insurance and a Performance Bond and Payment Bond, all in the form and within the time required by the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the PRINCIPAL shall be forfeited to the OBLIGEE, it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL shall be the entire amount of this obligation as herein stated, as liquidated damages.

The SURETY, for value received, hereby agrees that the obligations of SURETY and its bond shall not be impaired or affected by any extension of the time within which the OBLIGEE may accept the Bid, and the SURETY hereby waives notice of any such extension

> **BID BOND BID FORM 4** 17

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay, in addition to the sum set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court, in addition to the penal sum of the Bond.

Signed this <u>17th</u>	day of <u>October</u>	, 20 <u>24</u> .
		R.E. Schultz Construction, Inc. PRINCIPAL BY
		U.S. Specialty Insurance Company SURETY
		BY Blake A. Pfister, Attorney-in-Fact
Note: Signature	of person executing fo	r SURETY must be notarized and evidence of

corporate authority attached.

THE FOLLOWING INFORMATION IS REQUIRED

Any claims under this bond may be addressed to:

(Name and Address of Surety)

U.S. Specialty Insurance Company

801 South Figueroa \$treet #700

Los Angeles, CA 90017

(Name and Address of Agent or Representative for service of process in California, if different from above)

Same

(Telephone number of Surety and Agent or Representative for service of process in California)

Surety: 800-486-6695

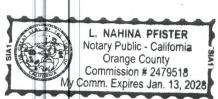
Agent: 949-248-1543

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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A notary public or other officer to which this certificate is atta							ed the documen	ıt
State of California County of <u>Orange</u>	1		}					
On October 15, 2	024	before me.	L.	Nahina	Pfister,	Notary	Public	
Date					sert Name and			
personally appearedB	lake .	A. Pfiste	er					
			Λ	lame(s) of Si	gner(s)			

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



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

WITNESS my hand and official seal.

Signatur Signature Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Title or Type of Document:Bid_Bond_11-	327-658
Document Date: October 17, 2024	Number of Pages: 2
Signer(s) Other Than Named Above: N/A , Nor	ne
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Blake A. Pfister	Signer's Name:
Corporate Officer – Title(s):	Corporate Officer – Title(s):
Partner – Limited General	□ Partner – □ Limited □ General
Individual X Attorney in Fact	Individual Attorney in Fact
Trustee Guardian or Conservator	Trustee Guardian or Conservator
Other:	Other:
Signer is Representing: U.S. Specialty	Signer is Representing:
Insurance Company	

©2019 National Notary Association

ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of)
On <u>10 - 16 - 2024</u> before me, (insert name and title of the officer)
personally appeared <u><i>Richard Schultz</i></u> , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature (Seal)
End of Section
BID BOND BID FORM 4 19
518



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Blake A. Pfister of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond <u>*****Five Million*****</u>
Dollars (<u>***\$5,000,000.00***</u>).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.



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

State of California County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17th day of October 2024

Bond No. <u>11-327-658</u> Agency No. <u>3074</u>		Kio Lo, Assistant Secretary
ID VOID	visit tmhcc.com/surety for more information	HCCSMANPOA02/2024

* N/A - All work to be Self Performed *

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, Sections 4100 et seq., each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Performed	Sub	contractor	Address of Business	% of the Work	License Number(s)	DIR Registration Number
N/A		N/A	N/A	N/A	N/A	N/A
Name of Bidder Signature Name & Title		pe	tz Construction, Inc.	er)		0110
Dated			GNATION OF SUBCON BID FORM 5	ITRACTO	RS	

A. INFORMATION ABOUT BIDDER

Failure to complete all information may render your bid non-responsive. [***Indicate not applicable ("N/A") where appropriate.***]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0	Nam	e of Bidder: R.E. Schultz Construction, Inc.
2.0	Туре	of Entity:a California Corporation
3.0	Bidd	er Address: <u>1767 N. Batavia St.</u> Orange, CA 92865
		-740-5049 714-649-2627 nicole@reschultzconstruction.com simile Number Telephone Number E-Mail
4.0		many years has Bidder's organization been in business as a tractor? <u>+25</u>
5.0		many years has Bidder's organization been in business under its ent name? <u>8 years</u>
	5.1	Under what other or former names has Bidder's organization operated? <u>RES Enterprises, Inc.</u>
6.0	lf Bio	Ider's organization is a corporation, answer the following:
	6.1	Date of Incorporation: 4/21/2015
	6.2	State of Incorporation: <u>California</u>
	6.3	President's Name:
	6.4	Vice-President's Name(s): <u>N/A</u>
	6.5	Secretary's Name: <u>N/A</u>
	6.6	Treasurer's Name: N/A
		INFORMATION REQUIRED OF BIDDERS BID FORM 6 21
		52

- 7.0 If an individual or a partnership, answer the following: N/A
 - 7.1 Date of Organization:
 - 7.2 Name and address of all partners (state whether general or limited partnership):

- 8.0 If other than a corporation or partnership, describe organization and name principals: N/A
- 9.0 List other states in which Bidder's organization is legally qualified to do business.

Nevada and Washington

No.

10.0 What type of work does the Bidder normally perform with its own forces?

General Engineering. Site work, demo, equipment installation (Play structures, shade shelters, and site amenities.), and safety surfacing.

- 11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
- 12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

INFORMATION REQUIRED OF BIDDERS BID FORM 6

13.0 Has Bidder ever filed a Government Code claim against a public agency? If so, explain the circumstances of the claim:

No.					
D : 1		 	 	 	

14.0 Has Bidder ever instituted litigation (including arbitration) against a public agency? If so, identify the public agencies involved, the case numbers, and the circumstances of the litigation:

No.				

15.0 Has a public agency ever instituted litigation (including arbitration) against Bidder? If so, identify the public agencies involved, the case numbers, and the circumstances of the litigation:

No				
	t	 		

16.0 Have liquidated damages ever been assessed against the Bidder? If so, identify the agencies that assess liquidated damages against the Bidder:

No.

No

- 17.0 Has a public agency ever filed a claim against the Bidder's performance bond? If so, identify the agencies that filed a claim:
- 18.0 Has the Bidder ever had a claim filed against the Bidder's payment bond? If so, identify the project on which a claim was filed:

No.				
IN	FORMATIO	N REQUIRED BID FORM 6	OF BIDDERS	
		23		

19.0 Has the Bidder ever had a claim filed against the Bidder's bid bond or otherwise had to surrender its bid security? If so, identify the project:

	No.
0.0	Bidder's Bank and Branch Address:
	Bank of America
	4825 E. Chapman Ave
	Orange CA 92869 800-432-1000

21.0 Name of Bonding Company and Name and Address of Agent:

U.S. Specialty Insurance Co. 801 S Figueroa St. #700	27201 Puerta Real #300
Los Angeles CA 90017	Mission Viejo, CA 92691
310-649-0990	Blake Pfister: 949-248-1543

22.0 Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A			
			1
	INFORMATION REQUIRED OF	BIDDERS	
	BID FORM 6 24		

B. LIST OF CURRENT AND COMPLETED PROJECTS

Please include only those projects which are similar enough to the Work in scope and complexity to demonstrate Bidder's ability to perform the required Work.

Playground installer must have or a subcontractor that has a Certified Playground Safety Inspector (CPSI) Certification with a minimum of (5) five prior installations including but are not limited to: minor demolition and grading, installation of paving, curbing, and playground equipment.

PROJECT 1		
Name of Agency:	Rialto Unified School District	
Business Address:	260 S. Willow Ave, Rialto, CA 92376 Bid No. 23-24-021, Playground Equipment and Artificial Turf	
Project Name:	Installation Phase 2	
Agency Contact Name, Email & Phone #	Shawn Cuttress: 909-820-7863 / scuttres@rialtousd.org	
Description of Work:	Playground Equipment and Artificial Turf Installation	
Date Completed &:	Current Project to be completed by April 2025	
Dollar Value of Work:	\$1,489,960.00	
PROJECT 2		
Name of Agency:	City of Moreno Valley	
Business Address:	14075 Frederick St., Moreno Valley, CA 92553	
Project Name:	Celebration Park Playground and Surfacing Replacement	
Agency Contact Name, Email & Phone #	Allen Yun: 951-413-3704 / alleny@moval.org	
Description of Work:	Playground and Surfacing Replacement	
Date Completed &:	Current Project to be completed by January 2025	
Dollar Value of Work:	\$308,445.00	

INFORMATION REQUIRED OF BIDDERS BID FORM 6

25

PROJECT 3

Name of Agency:	Anaheim Elementary School District
Business Address:	1001 S. East Street, Anaheim, CA 92805
Project Name:	2023-10-FAC-GC
Agency Contact Name, Email & Phone #	Alex Kang – 714-517-7549 Ext. 4313 / akang@aesd.org
Description of Work:	Playground Equipment Upgrade.
Date Completed &:	July 2023
Dollar Value of Work:	\$905,970.00

PROJECT 4

2 Golden Lantern, Dana Point, CA 92629 wreck Park
t Fisher: 760-814-7226 / SFisher@DanaPoint.org
Renovation
ruary 2022
3,056.42
-

PROJECT 5

Name of Agency:	City of Bellflower
Business Address:	16600 Civic Center Drive, Bellflower, CA 90706
Project Name:	Thompson Park – Specification No. 22/23-07
Agency Contact Name, Email & Phone #	Len Gorecki: 562-804-1424 Ext. 2259 / lengorecki@bellflower.org
Description of Work:	Park Improvements
Date Completed &:	November 2023
Dollar Value of Work:	\$349,593.00

INFORMATION REQUIRED OF BIDDERS BID FORM 6

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C. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder	R.E. Schultz Construction, Inc.	
Signature	RESCH	OTEO IS
Name	Richard Schultz	177 0 008)
Title	President, Sole Officer	S. Caulled
Dated	10/17/24	
	INFORMATION REQUIRE BID FORM (27	

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the <u>President, Sole Officer</u> of <u>R.E. Schultz Construction, Inc.</u>, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>10/17/24</u> [date], at <u>Orange</u> [PVRPD], <u>CA</u> [state].

(Signature)	\leq			22 1
Richard Schultz				
(Print Name)				
President, Sole Officer				Charles Charles
(Print Title) 10/17/24				E E
(Date)				
	NON-COL	LUSION DECLAR	RATION	
		BID FORM 7 28		
		20		
				528/553

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- The Contractor is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Work does not exceed \$1,000,000.

Signed_	232 D	Richard Schultz	R C C C C C C C C C C C C C C C C C C C
Title	President, Sole Officer		0
Firm	R.E. Schultz Construction, Inc.		1937
Date	10/17/24		

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

IRAN CONTRACTING ACT CERTIFICATION BID FORM 8 29

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: <u>R.E. Schultz Construction, Inc.</u>

DIR Registration Number: 1000033385

Bidder further acknowledges:

- 1. Bidder shall maintain a current DIR registration for the duration of the project.
- 2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- 3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

		15th June
Name of Bidder	R.E. Schultz Construction, Inc.	
Signature	PESCY	Name of the
Name & Title	Richard Schultz, President (Sole Officer)	Call the call of the
Dated	10/17/24	

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

BID FORM 9 30

ADDENDUM # 1

REQUEST FOR BIDS FOR PLAYGROUND INSTALLAITION AT QUITO PARK

DATE: October 14, 2024

ISUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT

1605 East Burnley St. Camarillo, Ca. 93010

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

PROJECT: QUITO PARK PLAYGROUND INSTALLATION

ISSUED to: For Distribution to Bid Proposers

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

This Addendum consists of two (2) pages and the modifications to the document noted below. <u>CLARIFICATION OF BID DOCCUMENT (Submittals)</u>,

- Plan Sheets Added sheets L-5 & L-6 for (drainage and curbing layouts for both playground options)
- Revised Bid Documents (typo corrections)
- Added work scope cut-sheet

The proposal due date is 10:00am on October 17, 2024.

Matthew Parker Park Services Manager Pleasant Valley Recreation and Park District

PROPOSER'S CERTIFICATE

I acknowledge receipt of all two (2) pages of this Addendum No. 1 and accept the aforementioned.

	229	A	9
Propose	r's Signatur	e	1

Richard Schultz, President (Sole Officer) 10/17/24

THIS DOCUMENT TO BE SIGNED AND SUBMITTED WITH PROPOSAL



CERTIFICATE OF ACHIEVEMENT

THIS CERTIFICATE IS PROUDLY PRESENTED TO

R.E. Schultz Construction, Inc.

Has successfully completed a course in techniques and procedures required for proper installation of Play and Park Structures playground Equipment

In recognition of the successful completion of this training and in acknowledgement for a certified installer, **R.E. Schultz Construction**, **Inc.** is hereby designated

OFFICIAL CERTIFIED INSTALLER

By receipt of this designation, **R.E. Schultz Construction, Inc.** agrees to install Play and Park Structures playground equipment in accordance with Play and Park Structures specifications and installation instructions

This Designation is effective from **April 16, 2024** to **April 15, 2026** In witness whereof, we have affixed our signature this **16th** day of **April 2024**

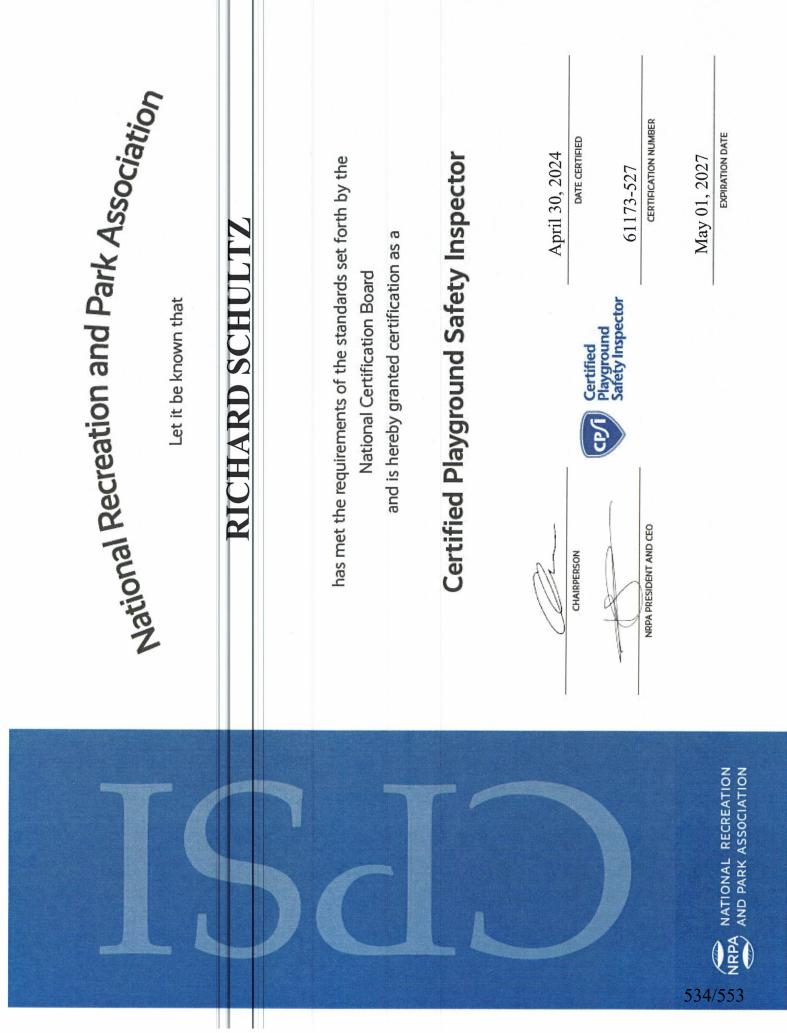


Kim Blackwood

Kim Blackwood VP of Customer Satisfaction and Compliance

Spencer Cheak

Spencer Cheak Group President







Contractor's License Detail for License # 1007195

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- SLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 7/24/2024 8:20:18 AM

Business Information

R E SCHULTZ CONSTRUCTION INC 1767 N BATAVIA STREET ORANGE, CA 92865 Business Phone Number:(714) 649-2627

EntityCorporationIssue Date09/10/2015Expire Date09/30/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A GENERAL ENGINEERING
- C-61 / D34 PREFABRICATED EQUIPMENT
- B GENERAL BUILDING
- C-61 / D12 SYNTHETIC PRODUCTS

Bonding Information

Contractor's Bond

This icense filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY. Bond Number: 100320462 Bond Amount: \$25,000 Effective Date: 01/01/2023 Contractor's Bond History Bond of Qualifying Individual This license filed Bond of Qualifying Individual number JT007487 for CHRIS LEE THOMAS in the amount of \$25,000 with JET INSURANCE COMPANY.

- Effective Date: 03/07/2024
- BQI's Bond History
- o ci o bona motor

 The qualifying individual RICHARD EARL SCHULTZ certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 06/24/2016

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST Policy Number:WSD506512002 Effective Date: 04/14/2024 Expire Date: 04/14/2025 Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

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Corporation	
Contractor craft legacy	
Driver On Off Hauling; Cement Mason; Gen	
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Contractor c ation exp date	
2027-06-30	
Contractor date deactivated	
Contractor dba name	
R.E. SCHULTZ CONSTRUCTION, INC	

Contractor entity number
C3779421
Contractor ID
1000033385
Contractor last name
Schultz
Contractor mailing address2
Contractor physical address1
1767 N. BATAVIA ST.
Contractor physical address2
Contractor source
SNOW
Contractor wc cert date
2024-04-14
Contractor wc exp date
2025-04-14
Contractor wc policy number
WSD5065120-02
Contractor wc selection
Insured by carrier
Contractor legal entity name

R.E. SCHULTZ CONSTRUCTION, INC	
Contractor mailing address1	
1767 N. BATAVIA ST.	
Contractor wc carrier	
Richard Schultz	
Checked	

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BOARD RESOLUTION OF R.E.SCHULTZ CONSTRUCTION, INC. DULY PASSED ON APRIL 21, 2015

The undersigned, being all the directors of R.E. Schultz Construction, Inc., hereby signs and adopts the following Resolution:

BE IT RESOLVED that Richard Schultz, is hereby authorized to do and perform any and all such acts, including execute and be a sole signer of any and all documents and certificates, as is deemed necessary or advisable, to carry out the purposes and intent of the Corporation, and, FURTHER, that such acts shall be binding upon the Corporation.

It is hereby certified by the undersigned that the foregoing Resolutions were duly passed by the Board of Directors of the above-named Corporation on this April 21, 2015, in accordance with the Memorandum or By-Laws and Articles of Incorporation of the Company and that said Resolutions have been duly recorded in the Minute Book and is in full force and effect.

DocuSigned by: Richard Schultz

Richard Schultz, President

Richard Schultz

Richard Schultz, Secretary

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FILED DRM

Secretary of State State of California JAN 0.7 2016

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Certificate of Amendment Of Articles of Incorporation

The undersigned certify that:

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- 1. They are the President and the Secretary, respectively, of RES ENTERPRISES, INC., a California corporation.
- 2. Article <u>I.</u> of the Articles of Incorporation of this corporation is amended to read as follows:

The name of the corporation is: R.E. Schultz Construction, Inc.

- 3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
- 4. The corporation has issued no shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: Jan 5, 2016

122los

Richard Schultz, President

Richard Schultz Secretary

Senders Contact Information: Richard Schultz 2914 E. Katella Ave #102 Orange CA 92867 714-649-2627

Entity #C3779421

JAN 1 9 2016 Date: Qley Xell ALEX PADILLA, Secretary of State

PLEASANT VALLEY RECREATION AND PARK DISTRICT STAFF REPORT / AGENDA REPORT

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: November 6, 2024

SUBJECT:CONSIDERATION, SELECTION, AND VOTE FOR A
LAFCO SPECIAL DISTRICT REGULAR MEMBER

BACKGROUND

Local Agency Formation Commissions (LAFCo) are an independent agency created by the State of California in 1963. LAFCo's are responsible for reviewing and approving proposed jurisdictional boundary changes, including the annexation and detachment of territory to and/or from cities and most special districts, incorporations of new cities, formations of new special districts, and consolidations, mergers, and dissolutions of existing districts. In addition, LAFCo's must review and approve contractual service agreements, conduct service reviews, and determine spheres of influence for each city and district. For special districts, LAFCo may initiate proposals involving consolidation, dissolution, establishing subsidiary districts, mergers, and reorganizations.

Each county in California has an LAFCo. Ventura County's LAFCo is governed by a sevenmember Commission. LAFCo meets approximately ten times annually in Ventura, typically on the 3rd Wednesday of the month. Commissioners receive \$50 per meeting and mileage reimbursement per the IRS Standard Mileage Rate to and from meetings.

The term of the Ventura LAFCo special district regular member Mary Anne Rooney will expire on December 31, 2024. LAFCo is seeking an individual to serve in the capacity of the Special District Regular member to fill a four-year term ending December 31, 2028.

ANALYSIS

The terms of LAFCo special district regular member Mary Anne Rooney will expire on December 31, 2024. As such, an appointment for each seat must be made for the subsequent four-year terms (January 1, 2025, through December 31, 2028) (Govt. Code § 56334). Pursuant to state law, LAFCo special district members are appointed by the independent special district selection committee, which consists of the presiding officer of the legislative body of each independent special district in the county (Govt. Code § 56332).

Each special district may vote for only one candidate for each position. A minimum of 15 qualified votes must be returned by the deadline to establish a quorum of the independent special districts. The candidate for each position receiving the most votes of the quorum shall be elected. In the event of a tie vote, the outcome will be determined by lot.

REGULAR LAFCo SPECIAL DISTRICT FOR A FOUR-YEAR TERM BEGINNING JANUARY 1, 2025				
	Mohammed Hasan	United Water Conservation District		
	Steve Huber	United Water Conservation District		
	Chris Stephens	Ventura Port District		
	William Ulrich	Ojai Valley Sanitary District		

FISCAL IMPACT

There is no anticipated fiscal impact on the District from this recommendation.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal

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

RECOMMENDATION

It is recommended that the Board approve to select and vote for a Ventura Local Agency Formation Commission (LAFCo) special district regular member.

ATTACHMENTS

- 1) LAFCo Cover Letter (1 page)
- 2) Independent Special District List 2024 (1 page)
- 3) Regular Member Candidate Statements (3 pages)
- 4) LAFCo Regular 2024 Ballot (1 page)

VENTURA LOCAL AGENCY FORMATION COMMISSION



801 S. Victoria Avenue, Suite 301 • Ventura, CA 93003 Tel (805) 654-2576 • Fax (805) 477-7101 Ventura.lafco.ca.gov

October 22, 2024

President/Chair of the Board c/o General Manager Pleasant Valley Recreation and Park District 1605 E. Burnley Street Camarillo, CA 93010

RE: Ballot for Election of a Special District Regular Member to the Ventura LAFCo

Dear President/Chair of the Board:

Enclosed please find your <u>Official Ballot</u> for the election of a special district regular member to the Ventura LAFCo for a new, four-year term beginning January 1, 2025, and ending December 31, 2028. This election is being conducted by mail pursuant to California Government Code Section 56332 (or by email, if consent has been provided by your District - see enclosed list of those districts which have consented to email). A total of four candidates have been nominated for the regular member position. The candidates are listed alphabetically on the Official Ballot and a copy of each candidate's statement (if submitted) is enclosed.

INSTRUCTIONS

- Use the enclosed Official Ballot to <u>vote for only one</u> candidate.
- The ballot must be signed and dated by the district president/chair or presiding officer.
- All ballots being returned via US Mail must be returned to the Ventura LAFCo at the address listed above. Districts that have previously consented to conduct elections via email can email a copy of the signed ballot to: kai.luoma@ventura.org.
- BALLOTS MUST BE RECEIVED BY 5:00 p.m. FRIDAY, DECEMBER 6, 2024. (Ballots received after 5:00 p.m. Friday, December 6, 2024, will not be counted.)

There are 29 independent special districts eligible to vote in this election. At least 15 districts must return completed/signed ballots to achieve a quorum. If a quorum is achieved, the candidate receiving the most votes will be considered elected. In the event of a tie for the most votes, the outcome will be determined by lot. The election results will be mailed to each district no later than Friday, December 20, 2024. Please let us know if you have questions.

Sincerely,

Kai Luoma Executive Officer

Enclosures c: General Manager

VENTURA LOCAL AGENCY FORMATION COMMISSION



801 S. Victoria Avenue, Suite 301 • Ventura, CA 93003 Tel (805) 654-2576 • Fax (805) 477-7101 www.ventura.lafco.ca.gov

INDEPENDENT SPECIAL DISTRICTS IN VENTURA COUNTY

As of October 2024

- 1. Bardsdale Public Cemetery District
- 2. Bell Canyon Community Services District
- 3. Blanchard/Santa Paula Library District*
- 4. Calleguas Municipal Water District*
- 5. Camarillo Health Care District*
- 6. Camrosa Water District*
- 7. Casitas Municipal Water District*
- 8. Channel Islands Beach Community Services District*
- 9. Conejo Recreation & Park District*
- 10. El Rancho Simi Public Cemetery District*
- 11. Fillmore-Piru Memorial District
- 12. Fox Canyon Groundwater Management Agency*
- 13. Hidden Valley Municipal Water District
- 14. Meiners Oaks Water District*
- 15. Ojai Valley Sanitary District*
- 16. Ojai Water Conservation District
- 17. Oxnard Drainage District No. 1*
- 18. Oxnard Drainage District No. 2*
- 19. Oxnard Harbor District*
- 20. Piru Public Cemetery District*
- 21. Pleasant Valley County Water District
- 22. Pleasant Valley Recreation & Park District*
- 23. Rancho Simi Recreation & Park District*
- 24. Saticoy Sanitary District*
- 25. Triunfo Sanitation District*
- 26. United Water Conservation District*
- 27. Ventura County Resource Conservation District*
- 28. Ventura Port District*
- 29. Ventura River County Water District*

* Special Districts that have provided written consent to conduct the election via email as of October 22, 2024.

CANDIDATE STATEMENT

Ventura LAFCo Special District Regular Member

Mohammed A. Hasan, P.E.

Thank you for considering me for the Special District Regular Member of Ventura LAFCo. I have served as the Alternate Special District Member on Ventura LAFCo since 2022. As a 50-year resident of Ventura County where my wife and I raised our children, long ago I came to value the role that LAFCo has played in making our county such a beautiful and thriving place. A place where agriculture and open space are highly valued and protected, where urban sprawl is kept at bay, and where our local governments strive to provide quality and efficient services to our residents.

I have served on the board of directors of United Water Conservation District since 2020 and have an extensive background in water, wastewater, and the environment. I am a civil engineer and surveyor, with a couple of graduate degrees from the University of Iowa. I am the owner and principal engineer of Hasan Consultants, which I founded in 1984. Hasan Consultants, located in Ventura, is a civil/environmental engineering and planning firm. Prior to that, I was head of utilities at the City of Oxnard, and a civil engineer with the Ventura Regional Sanitation District. In these roles, I have had the opportunity to work with Ventura LAFCo in different capacities for over 35 years.

I am a co-founder of Ocean Foresters, which assists local coastal communities establish floating reefs for erosion control; vice president of El Concilio Family Services; a Fellow of two national professional societies; a community college instructor and lecturer; and a Paul Harris fellow of Rotary International. In addition, I have been recognized locally and nationally as a leader in water and wastewater, and authored the water book, *Drought is Not a Four-Letter Word*.

I believe my background and expertise in water and wastewater, the environment, and regional planning gives me a good perspective on the mission and role of LAFCo. That perspective is enhanced by my experience working as a private consultant in land use matters, as well as working for cities and special districts. I believe that I can bring a unique perspective to the Ventura LAFCo and would use that perspective to further the mission of Ventura LAFCO to benefit the entire Ventura County.

It would be a tremendous honor to serve on the Ventura LAFCo as a regular member of the commission, and I would greatly appreciate your support.

Stephen H. Huber

1701 N. Lombard Street, Suite 200 Oxnard, CA 93030 (805) 525-4431 SteveH@unitedwater.org

Subj: Ventura LAFCo Special District Regular Member Candidate Statement

Name: **Steve Huber** Occupation: Director, United Water Conservation District, Division 5

As the United Water Conservation District representative for LAFCo I will be a transparent member, asking questions, and making suggestions to ensure that we best manage our resources for the present and future.

I have strong relationships with local elected officials, Navy leaders, and business leaders in Oxnard and Ventura County, as well as at the state and national level. As past chair of both the City Planning Commission and the Downtown Oxnard Improvement Association, I understand California Code regarding boundaries, spheres of influence, incorporations, annexations, reorganizations, and other changes of organization. I know the importance of running an efficient, productive meeting within the rules of the Brown Act. I understand the role of a Board member in creating policy that best serves our residents. As a former commanding officer of both a Naval Destroyer and the Naval Surface Warfare Center at Port Hueneme, I have experience in dealing with water issues. My successful 30-year Navy career and membership on several community boards have provided me with the experience for this position.

I would be honored to earn your vote. Steve Huber Director, Division 5 United Water Conservation District

CHRIS STEPHENS

Nominated by the Ventura Port District Board of Port Commissioners to be a candidate to serve as Special District's regular member on Ventura County LAFCo.

Chris Stephens was appointed to the Ventura Port District Board effective July 1, 2017. He served as Board Chair from 2019 through 2022. Previously, Chris served on the County Planning Commission, the City of Ventura General Plan Visioning Committee and later its Charter Committee

Stephens served 35 years in a number of local government positions. He served as Ventura County's Planning Director and later as the head of its Resource Management Agency. Prior to that he served as the Deputy Executive Director of the Ventura County Transportation



Commission. He has been involved with many community organizations and programs and has served as a member of the Hansen Agricultural Trust Advisory Board, the Ag Futures Alliance, Foothill Little League Board, Ventura YMCA Program Committee, and *House Farm Workers!* Board of Directors.



OFFICIAL BALLOT - 2024 INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE Regular Special District Member to the Ventura LAFCo

Pleasant Valley Recreation and Park District

This is the Official Ballot for the Independent Special Districts Selection Committee for the purpose of electing the following position to the Ventura LAFCo:

One special district regular member for a four-year term beginning January 1, 2025, and ending December 31, 2028.

The election involves four candidates for the special district regular member (listed below in alphabetical order). Please vote for only one candidate. A minimum of 15 qualified ballots must be returned by the deadline to establish a quorum of the independent special districts, pursuant to Government Code Section 56332. The candidate receiving the most votes of the quorum shall be elected. In the event of a tie vote, the outcome will be determined by lot.

<u>PLEASE SIGN AND RETURN THIS BALLOT</u> to the Ventura LAFCo, 801 S. Victoria Avenue, Suite 301, Ventura, CA 93003, or if previous consent has been given to conduct elections via e-mail, send your signed ballot to <u>kai.luoma@ventura.org</u>. All ballots <u>MUST</u> be signed and dated by the district president/chair or presiding officer of the board and received by LAFCo by 5 P.M. <u>Friday</u>, <u>December 6, 2024</u>, to be counted.

As the District President, Chair or Presiding Officer, I duly certify that the Pleasant Valley Recreation and Park District does hereby cast its ballot as follows:

REGULAR LAFCo SPECIAL DISTRICT MEMBER FOR A FOUR-YEAR TERM BEGINNING JANUARY 1, 2025 (vote for one) 				
	Mohammed Hasan	United Water Conservation District		
	Steve Huber	United Water Conservation District		
	Chris Stephens	Ventura Port District		
	William Ulrich	Ojai Valley Sanitary District		

Board President/Chair/Presiding Officer Printed Name Board President/Chair/Presiding Officer Signature

Date: _____

- 9. ORAL COMMUNICATION INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:
 - A. Chair Malloy
 - B. Ventura County/California Special District Association
 - C. Santa Monica Mountains Conservancy
 - D. Standing Committees Finance
 - E. Foundation for Pleasant Valley Recreation and Parks
 - F. General Manager's Report
 - G. Board Members