

**PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER ADMINISTRATIVE BUILDING, ROOM #6
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA
SHERATON GRAND HOTEL – ROOM 2322, 1230 J STREET, SACRAMENTO, CA 95814**

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
October 2, 2024**

5:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #779

1. CALL TO ORDER

A. Recess to Closed Session

B. Closed Session

i. Conference with Real Property Negotiator

The Board of Directors will conduct 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

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. Camarillo Community Band - Dan Rhymes

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

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

A. Minutes for Regular Board Meeting of September 4, 2024, and Special Board Meeting of September 12, 2024

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

District's disbursements dated on or before August 31, 2024.

C. Financial Reports

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for August 2024.

D. Consideration and Approval of Regular Board of Director Meeting Dates for 2025

Scheduling of the regular Board of Director meeting dates for calendar year 2025.

E. Consideration and Approval of Annual Review of District Investment Policy

No changes are recommended for this year's annual review of the Investment Policy which was initially passed via Resolution No. 740 on June 7, 2023.

F. Consideration and Approval to Issue a Request for Proposals (RFP) for Type II Slurry Seal and Striping at Various Park Parking Lots

Staff is seeking authorization to issue a Request for Proposals for Type II Slurry Seal and Striping at Dos Caminos, Mel Vincent, Pitts Ranch, Pleasant Valley Fields, Bob Kildee Community, and Camarillo Grove Parks.

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval for the Selection and Authorization to Purchase Playground Equipment for Quito and Calleguas Creek Parks

The adopted FY 2024-2025 Capital Improvement Projects Budget allocated \$400,000 for the purchase and installation of new replacement playground(s) and Quito Park and Calleguas Creek Park are up for consideration.

Suggested Action: A MOTION to:

1. Approve the selection of playground equipment from Play & Park Structures and authorize the purchase of selected equipment for both Quito Park and Calleguas Creek Park in an amount not to exceed \$400,000, **and**
2. Authorize the General Manager to execute the necessary purchase agreements with Play and Park Structures, securing the 55% discount and facilitating the replacement of two playgrounds within the current budget.

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, Personnel**
- 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 (*i.e.*, a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 114. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

**Pleasant Valley Recreation and Park District
Senior Center at Community Center
Minutes of Regular Meeting
September 4, 2024**

6:00 P.M.

REGULAR MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. AMENDMENTS TO THE AGENDA

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

**Motion to
Approve the
Agenda as
Presented**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

5. PRESENTATIONS

A. 2024 CARPD Awards of Distinction

Doug Nickles with California Association of Recreation & Park Districts (CARPD) presented 3 Awards of Distinction to the District; one for Outstanding New Facility – Friendship Field at Freedom Park, one for Outstanding Volunteer – Aruna Pandurangan who has assisted with food distribution and other district events, and one for Outstanding Performance for the District’s Safety programs and awards received from CAPRI site inspections.

B. End of Summer District Highlights – Recreation Supervisor Elianna Vargas presented highlights of the summer programs and events. Also, the Senior Center is partnering with Osher Lifelong Learning Institute (OLLI) to offer classes here for 50+ age participants.

C. Foundation for Pleasant Valley Parks Updates – Jodie Pena with the Foundation Board presented an update on the Foundation happenings. They are working on a new logo and rebranding and have offered new ways to donate on the website. The board has 3 open positions and fundraisers will go towards District scholarships and inclusive playground equipment.

6. PUBLIC COMMENT

No comments.

7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of July 3, 2024 and Special Board Meeting of July 17, 2024
- B. Warrants, Accounts Payable & Payroll
- C. Financial Reports
- D. Consideration and Review of the District’s Conflict of Interest Code
- E. Consideration and Approval of Park Impact Fee FY 2024 Annual Report
- F. Consideration and Approval to Issue a Request for Proposals (RFP) for Landscape Maintenance Services Covering all District Parks Except for Freedom Park, Las Posas Equestrian Park and Pleasant Valley Fields

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

Motion to Approve Consent Agenda

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

8. PUBLIC HEARING

- A. Consideration and Approval of Resolution No. 778 Finding that it is Reasonably Foreseeable that Inhabitants of the Shea Homes Development of the Subdivision at Tract 5976 Located on APN 163-0-017-275 & -185 in Camarillo, CA 93010, will be Served by Improvements at Freedom Park and Improvements to the District Community Center Campus

Administrative Services Manager Justin Kiraly presented Resolution No. 778 for consideration that inhabitants of the Shea Homes Development’s 281 senior housing units will be served by improvements at Freedom Park and the Community Center.

Chair Malloy opened the Public Hearing and invited members of the public to speak either for or against approving the resolution. Hearing none, Chair Malloy closed the Public Hearing.

Chair Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dransfeldt to adopt Resolution No. 778, finding that it is reasonably foreseeable inhabitants of the Shea Homes Development of the Subdivision at Tract 5976 located on APN 163-0-017-275 & -185 in Camarillo, CA 93010, will be served by improvements at Freedom Park and improvements to the District Community Center Campus.

Motion to Adopt Reso 778, Shea Homes Park in Lieu Fees Findings

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

9. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval to Authorize the Board Chair to Sign a Memorandum of Understanding – Healthy Camarillo Between the Pleasant Valley Recreation and Park District, City of Camarillo, and Camarillo Health Care District

General Manager Mary Otten presented the Healthy Camarillo initiative as created by the Healthy Camarillo Ad Hoc Committee which consists of members from the City of Camarillo, the Camarillo Health Care District and the Pleasant Valley Recreation and Park District. Discussion included concern that the MOU did not address specific expectations or costs.

Chair Malloy called for a motion. A motion was made by Director Dransfeldt and seconded by Director Roberts to authorize the Board Chair to sign the Memorandum of Understanding - Healthy Camarillo between the Pleasant Valley Recreation and Park District, City of Camarillo, and Camarillo Health Care District.

Motion to Approve MOU for Healthy Camarillo

Voting was as follows:

Ayes: Dransfeldt, Roberts, Magner, Chair Malloy

Noes: Kelley

Absent:

Carried

Motion: Carried

10. ORAL COMMUNICATION - INFORMATIONAL ITEMS

A. Chair Malloy – Chair Malloy reported that he attended the State of the City event and noted that the City understands that the community would not have the Summer Concert Series and the Christmas Parade without the assistance of the District.

B. Ventura County Special District Association/California Special District Association – VCSDA – Director Magner reported that she, Chair Malloy and General Manager Otten attended the VCSDA meeting on Aug 6. CSDA - Director Magner stated that the legislative session ended Sept 1, 2024. Ms Magner will attend the CSDA Annual Showcase in September in Indian Wells.

C. Santa Monica Mountains Conservancy – Director Dransfeldt stated that the next meeting will be on September 16.

D. Standing Committees – Finance – Director Dransfeldt stated that the cash report is up from last year. Our savings are greater because the District made additional CalPERS unfunded liability payments. Policy – Director Kelley stated that possible changes to the tournament policy were discussed with most of the stakeholders there.

E. Foundation for Pleasant Valley Recreation and Parks – Report given during the presentations.

F. General Manager’s Report – General Manager Mary Otten reported on current projects and improvements that staff are working on along with programs and special events. The Freedom Park Pickleball Complex has been moved out of planning and development and will proceed to building and safety next. The City waived the requirement for removal of

the existing poles and undergrounding of the existing overhead utilities and the in lieu fee to save hundreds of thousands of dollars. Construction may begin in late spring 2025. The completion of the renovations at Lokker Park should be in early October. The demolition of the Senior Center restrooms and the Auditorium stage restroom will begin on Monday, September 9 and the slide should be installed at Pitts Ranch Park this week.

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

10. ADJOURNMENT

Chair Malloy adjourned the meeting at 7:29 p.m.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Mark Malloy
Chair

**PLEASANT VALLEY RECREATION & PARK DISTRICT
CONFERENCE ROOM, 1605 E. BURNLEY ST., CAMARILLO, CA
RENAISSANCE ESMERALDA RESORT – ROOM 7041, 44400 INDIAN WELLS
LANE, INDIAN WELLS, CA 92210**

**BOARD OF DIRECTORS
MINUTES OF SPECIAL MEETING
September 12, 2024**

12:30 P.M.

SPECIAL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All present.

4. ADOPTION OF AGENDA

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

**Motion to
Approve
Agenda as
Presented**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

5. PUBLIC COMMENT

None.

6. RECESS TO CLOSED SESSION

A. 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 the 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.

7. RECONVENE INTO OPEN SESSION

i. Appointment of an Ad Hoc Committee

No action was taken on an Ad Hoc Committee and there was nothing to report out.

8. ADJOURNMENT

Chair Malloy adjourned the meeting at 1:16 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
 August 2024

| | Date | Amount | |
|-----------------------|--------------------|------------------------|-------------------------------|
| Accounts Payables: | 8/31/2024 | \$ 941,098.33 | |
| | Total | \$ 941,098.33 | |
| Payroll (Total Cost): | 8/1/2024 | \$ 194,970.28 | |
| | 8/15/2024 | \$ 198,882.30 | |
| | 8/29/2024 | \$ 168,147.02 | |
| | Total | \$ 561,999.60 | |
| Payroll AP Payments | 8/1/2024 | \$ 41,848.30 | PERS Health Insurance Premium |
| | 8/1/2024 | \$ 3,490.64 | Guardian |
| | 8/1/2024 | \$ 562.95 | VSP |
| | 8/1/2024 | \$ 2,079.64 | Hartford |
| | 8/1/2024 | \$ 18,874.96 | CALPERS - Ret-PR 8/1/2024 |
| | 8/15/2024 | \$ 18,803.96 | CALPERS- Ret-PR-8/15/2024 |
| | 8/29/2024 | \$ 19,387.13 | CALPERS- Ret-PR-8/29/2024 |
| | Total | \$ 105,047.58 | |
| | Grand Total | \$ 1,608,145.51 | |

CASH REPORT

| | 8/31/2024 | 8/31/2023 |
|--------------------------------------|-------------------------|-------------------------|
| | Balance | Balance |
| Debt Service - Restricted | \$ 154,146.47 | \$ 145,621.34 |
| 457 Pension Trust Restricted | \$ 74,924.76 | \$ 70,821.42 |
| Cal CLASS/PW Quimby Fee - Restricted | \$ 4,480,456.63 | \$ 4,481,735.30 |
| VC Pool Quimby- Restricted | \$ 2,710,639.38 | \$ 2,579,202.12 |
| Park Impact Fees | \$ 2,170,247.09 | \$ 228,424.49 |
| Miracle League 805 | \$ - | \$ 423,531.81 |
| FCDP Checking | \$ - | \$ 13,846.66 |
| Total | \$ 9,590,414.33 | \$ 7,943,183.14 |
| Semi-Restricted Funds | | |
| Assessment | \$ 1,285,092.38 | \$ 1,071,041.52 |
| LAIF - Capital | \$ 1,518,214.63 | \$ 1,402,761.19 |
| PacWest/CalCLASS - Capital | \$ 2,007,938.70 | \$ 1,893,900.19 |
| 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 | \$ 6,667,066.80 | \$ 6,085,367.79 |
| Unrestricted Funds | | |
| Contingency | \$ 5,343,751.13 | \$ 4,103,622.17 |
| General Fund Checking | \$ 390,777.63 | \$ 344,413.14 |
| Total | \$ 5,734,528.76 | \$ 4,448,035.31 |
| Total of all Funds | \$ 21,992,009.89 | \$ 18,476,586.24 |

| | 9/13/2024 | 9/30/2023 |
|--------------------------------------|-------------------------|-------------------------|
| | Balance | Balance |
| Debt Service - Restricted | \$ 154,146.47 | \$ 146,269.25 |
| 457 Pension Trust Restricted | \$ 74,924.76 | \$ 71,132.59 |
| Cal CLASS/PW Quimby Fee - Restricted | \$ 4,469,189.67 | \$ 4,497,229.61 |
| VC Pool Quimby- Restricted | \$ 2,710,639.38 | \$ 2,579,202.12 |
| Park Impact Fees | \$ 2,170,247.09 | \$ 2,000,767.77 |
| Miracle League 805 | \$ - | \$ 315,255.68 |
| FCDP Checking | \$ - | \$ 13,846.66 |
| Total | \$ 9,579,147.37 | \$ 9,623,703.68 |
| Semi-Restricted Funds | | |
| Assessment | \$ 1,266,942.51 | \$ 1,019,403.44 |
| LAIF - Capital | \$ 1,518,214.63 | \$ 1,402,761.19 |
| PacWest/CalCLASS - Capital | \$ 2,007,938.70 | \$ 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 | \$ 6,648,916.93 | \$ 6,042,396.51 |
| Unrestricted Funds | | |
| Contingency | \$ 4,943,751.13 | \$ 3,524,561.58 |
| General Fund Checking | \$ 383,889.95 | \$ 334,829.07 |
| Total | \$ 5,327,641.08 | \$ 3,859,390.65 |
| Total of all Funds | \$ 21,555,705.38 | \$ 19,525,490.84 |

Bank Reconciliation

Board Audit

User: CWebster
 Printed: 09/05/2024 - 4:09PM
 Date Range: 08/01/2024 - 08/31/2024
 Systems: 'AP'



| Check No. | Vendor/Employee | Transaction Description | Date | Amount |
|---|------------------------------|------------------------------------|------------|------------|
| Fund: 10 General Fund | | | | |
| Department: 00 Non Departmentalized | | | | |
| 0 | AFLAC | AFLAC: BILLING PERIOD JULY 20 | 08/01/2024 | 992.16 |
| 0 | CALPERS HEALTH | CALPERS: HEALTH INS AUG BILL | 08/01/2024 | 41,848.30 |
| 0 | CALPERS PENSION | CALPERS: PR CONT 8/1/2024 / PLA | 08/01/2024 | 18,874.96 |
| 0 | CALPERS PENSION | CALPERS: PR CONT 8/15/2024 / PL | 08/15/2024 | 18,803.96 |
| 0 | CALPERS PENSION | CALPERS: PERS CONT PR 8/29/202 | 08/29/2024 | 19,387.13 |
| 0 | EMPLOYMENT DEVELOPMENT DI | EDD: DE88 PMT / PR 8/1/2024 | 08/01/2024 | 4,662.42 |
| 0 | EMPLOYMENT DEVELOPMENT DI | EDD: DE88 PAYMENT / PR 8/15/202 | 08/15/2024 | 4,744.57 |
| 0 | EMPLOYMENT DEVELOPMENT DI | EDD: DE88 PMT /PR 8/29/2024 | 08/29/2024 | 4,986.12 |
| 0 | GUARDIAN | GUARDIAN DENTAL: AUG 2024 B | 08/01/2024 | 3,490.64 |
| 0 | HARTFORD LIFE & ACC. INSURAN | HARTFORD: BILLING PERIOD AU | 08/01/2024 | 2,079.64 |
| 0 | HUB INTERNATIONAL INSURANC | HUB: INSURANCE COVERAGE JU | 08/21/2024 | 3,783.00 |
| 0 | INTERNAL REVENUE SERVICE - O | IRS: EFTPS 941 PMT / PR 8/1/2024 | 08/01/2024 | 30,888.24 |
| 0 | INTERNAL REVENUE SERVICE - O | IRS: EFTPS 941 PMT/ PR 8/15/2024 | 08/15/2024 | 31,821.77 |
| 0 | INTERNAL REVENUE SERVICE - O | IRS: EFTPS / 941 PMT / PR 8/29/202 | 08/29/2024 | 31,422.75 |
| 0 | VSP | VSP: BILLING DATE AUG 2024 | 08/01/2024 | 562.95 |
| 27249 | METLIFE INSURANCE CO USA | METLIFE: JUAREZ, JAVIER/SSN 4: | 08/01/2024 | 100.00 |
| 27262 | MARITA CRUZ | CRUZ, M: CLEANING DEP REFUN | 08/08/2024 | 50.00 |
| 27270 | ROSEMARY GONZALEZ | GONZALEZ, R: CLEANING DEP RI | 08/08/2024 | 50.00 |
| 27277 | DARLENE NERI | NERI, D: CLEANING DEP REFUND | 08/08/2024 | 100.00 |
| 27285 | VENTURA COUNTY SCOTTISH RIT | VC SCOTTISH RITE: CLEANING D | 08/08/2024 | 200.00 |
| 27293 | METLIFE INSURANCE CO USA | METLIFE: JUAREZ, JAVIER/SSN 4: | 08/15/2024 | 100.00 |
| 27311 | LILIANA CANO | CANO, L: CLEANING DEP REFUNI | 08/21/2024 | 100.00 |
| 27314 | NORA FEDE | FEDE, N: CLEANING DEP REFUNI | 08/21/2024 | 50.00 |
| 27320 | AMY PEREZ | PEREZ, A: CLEANING DEP REFUN | 08/21/2024 | 300.00 |
| 27324 | YMCA - CHILDCARE | YMCA CHILDCARE: RENTAL SEC | 08/21/2024 | 3,960.00 |
| 27326 | METLIFE INSURANCE CO USA | METLIF: JUAREZ, JAVIER/SSM 43: | 08/29/2024 | 100.00 |
| Total for Department: 00 Non Departmentalized | | | | 223,458.61 |
| Department: 03 Recreation | | | | |
| 0 | AMAZON | AMAZON: SUPPLIES | 08/08/2024 | 404.00 |
| 0 | B&H FOTO & ELECTRONICS CORP | B&H: JBL STEREO SYSTEM | 08/21/2024 | 804.36 |
| 0 | DEBRA GREENWOOD | GREENWOOD, D: WATER EXERCI | 08/08/2024 | 1,305.20 |
| 0 | DEBRA GREENWOOD | GREENWOOD, D: WATER EXERCI | 08/21/2024 | 761.15 |
| 0 | ESTELA LIZARRAGA | LIZARRAGA, E: JULY 2024 CLASS | 08/08/2024 | 741.00 |
| 0 | JANET SNYDER | SNYDER, J: DANCE TEN/ 16 ENRO | 08/08/2024 | 504.00 |
| 0 | KATIE SHINDEN | SHINDEN, KATIE: KINDERMUSIK | 08/08/2024 | 1,201.20 |
| 0 | PATRICIA J. BOLLAND | BOLLAND, P: JAZZERCISE CLASS | 08/08/2024 | 682.50 |
| 0 | PAUL MARTINEZ | MARTINEZ, P: FORFEIT UMPIRE F | 08/08/2024 | 40.00 |
| 0 | SOCAL GAS COMPANY | SCG: SVC DATE 2024-6/21 - 7/23 / A | 08/01/2024 | 2,116.05 |
| 0 | US BANK | US BANK: CAL CARD STMT 7/22/2 | 08/13/2024 | 3,472.79 |
| 27252 | ADOLFO CAMARILLO HIGH SCHC | ACHS ASB: REFUND RAINOUT/AC | 08/08/2024 | 151.25 |
| 27257 | BINGO WEST #4 | BINGO WEST: SUPPLIES | 08/08/2024 | 1,246.25 |
| 27264 | CLINTON DINGMAN | DINGMAN, C: FORFEIT UMPIRE F | 08/08/2024 | 40.00 |
| 27265 | DURHAM SCHOOL SERVICES | DURHAM SCHOOL SVC: 7/10/2024 | 08/08/2024 | 2,508.24 |
| 27271 | GOOSETOWN PRODUCTIONS INC. | GOOSETOWN: MUSIC FREQS / SC | 08/08/2024 | 5,637.50 |
| 27281 | ERIK TARKIANEN | TARKIANEN,E: THE 805 SOCIAL C | 08/08/2024 | 1,000.00 |
| 27282 | THE FINISH LINE | THE FINISH LINE: SPRING 2024 B/ | 08/08/2024 | 3,481.09 |
| 27287 | ALL GOOD DRIVING SCHOOL, INC | ALLGOOD DRIVING: 5 ENROLLEI | 08/08/2024 | 150.50 |

| Check No. | Vendor/Employee | Transaction Description | Date | Amount |
|-------------------------------------|--------------------------------|------------------------------------|------------|------------|
| 27288 | DANIEL E HOWARD | HOWARD, D: JU-JITSU CLASSES / | 08/08/2024 | 386.10 |
| 27289 | PARKER ANDERSON ENRICHMEN | PARKER-ANDERSON ENRICH: KII | 08/08/2024 | 2,587.00 |
| 27290 | PLAY-WELL TEKNOLOGIES | PLAY-WELL TEKNOLOGIES: LEG | 08/08/2024 | 5,276.70 |
| 27291 | DUNCAN YOUNG | YOUNG, D: GYMNASTIC CLASSE | 08/08/2024 | 1,206.40 |
| 27292 | YOUTH EVOLUTION ACTIVITIES | YOUTH EVOLUTION: JUN-JUL 202 | 08/08/2024 | 404.95 |
| 27299 | BENJAMIN BUTLER | BUTLER, B: PR CK 81709 REPLAC | 08/15/2024 | 99.16 |
| 27307 | PETER VAPOR | VAPOR, P: SUMMER HEAD REF FE | 08/15/2024 | 290.00 |
| 27315 | FENCE FACTORY RENTALS | FENCE FACTORY: FENCE RENTAI | 08/21/2024 | 677.00 |
| 27319 | OAKS SERVICES, LLC | OAKS EVENT RENTAL: LIGHT TO | 08/21/2024 | 1,049.00 |
| 27325 | STANDARD SITE RENTALS INC | STANDARD SITE RENTALS: HANI | 08/21/2024 | 2,072.57 |
| Total for Department: 03 Recreation | | | | 40,295.96 |
| Department: 04 Parks | | | | |
| 0 | AMAZON | AMAZON: STRING WINDER | 08/08/2024 | 406.49 |
| 0 | ARAMSCO INC. | ARAMSCO: JANITORIAL SUPPLIE | 08/08/2024 | 477.78 |
| 0 | ARAMSCO INC. | ARAMSCO: TOILET TISSUES / CAI | 08/21/2024 | 5,593.25 |
| 0 | CULLIGAN OF VENTURA COUNTY | CULLIGAN: EQUIP - TICKET# 3272 | 08/08/2024 | 43.80 |
| 0 | E.J.HARRISON AND SONS, INC. | E J HARRISON: JULY 2024 BILLING | 08/08/2024 | 5,739.59 |
| 0 | GRAINGER | GRAINGER: BREAKER LOCKOUT | 08/08/2024 | 75.24 |
| 0 | HUB INTERNATIONAL INSURANC | HUB: INSURANCE COVERAGE JU | 08/21/2024 | -131.87 |
| 0 | LINCOLN AQUATICS | LINCOLN AQUATICS: HRR SENSO | 08/08/2024 | 2,939.19 |
| 0 | MAXIMUS SERAFIN | SERAFIN, M: BOOTS REIMB | 08/08/2024 | 150.14 |
| 0 | MAXIMUS SERAFIN | SERAFIN, M: PANTS REIMB | 08/21/2024 | 200.00 |
| 0 | PLAY & PARK STRUCTURES | PLAY & PARK STRUCTURES: PLA' | 08/21/2024 | 454,755.44 |
| 0 | SITEONE LANDSCAPE SUPPLY LL | SITEONE: IRRIGATION / FREEDOM | 08/08/2024 | 1,811.85 |
| 0 | SITEONE LANDSCAPE SUPPLY LL | SITEONE: IRRIGATION / MISSION | 08/21/2024 | 811.72 |
| 0 | SOCAL GAS COMPANY | SCG: SVC DATE 2024-6/20 - 7/22 / C | 08/01/2024 | 178.84 |
| 0 | SOUTHERN CALIF EDISON COMP/ | SCE: SVC DATE 2024-6/28 - 7/30 / L | 08/07/2024 | 3,090.12 |
| 0 | SOUTHERN CALIF EDISON COMP/ | SCE: SVC DATE 2024-7/9 - 8/6 / BOI | 08/19/2024 | 6,085.03 |
| 0 | TMOBILE/SPRINT | T MOBILE: JUL 2024 BILLING | 08/08/2024 | 268.50 |
| 0 | UNITED SITE SERVICES OF CA INC | UNITED SITE: SVC DATE 2024-6/13 | 08/08/2024 | 415.05 |
| 0 | UNITED SITE SERVICES OF CA INC | UNITED SITE: ADA & HAND WASI | 08/21/2024 | 226.88 |
| 0 | US BANK | US BANK: CAL CARD STMT 7/22/2 | 08/13/2024 | 3,780.32 |
| 0 | WATER & SANITATION SERVICES | WATER & SANITATION: SVC DATI | 08/21/2024 | 641.92 |
| 0 | WEX BANK | WEX: FUEL PURCHASES / JULY 20 | 08/08/2024 | 6,546.62 |
| 27250 | CITY OF CAMARILLO | CITY OF CAM: SVC DATE: 2024-6/ | 08/07/2024 | 74,247.41 |
| 27252 | ADOLFO CAMARILLO HIGH SCHC | ACHS ASB: REFUND RAINOUT/AC | 08/08/2024 | 709.00 |
| 27255 | B & B DO IT CENTER | B&B: AC BELT COMMUNITY CEN | 08/08/2024 | 942.44 |
| 27256 | BIGBRAND TIRE & SERVICE | BIG BRAND TIRES: BOB CAT TIRE | 08/08/2024 | 2,482.75 |
| 27258 | CITY OF OXNARD-CITY TREASUR | CITY OF OXNARD: RECYCLING S | 08/08/2024 | 277.73 |
| 27259 | COASTAL PIPCO IRRIGATION INC. | COASTAL PIPCO: IRRIGATION / FI | 08/08/2024 | 933.45 |
| 27260 | COUNTY OF VENTURA | COUNTY OF VENTURA: REV DISI | 08/08/2024 | 162.50 |
| 27261 | COUNTY OF VENTURA | COUNTY OF VENTURA: ENVIRON | 08/08/2024 | 684.00 |
| 27263 | DIAL SECURITY | DIAL SECURITY: EVENT 5/18/2024 | 08/08/2024 | 812.00 |
| 27267 | FENCE FACTORY RENTALS | FENCE FACTORY: PLAYGROUND | 08/08/2024 | 2,050.00 |
| 27268 | LESLIE S GILMER III | SG MASONRY: CONCRETE INSPE | 08/08/2024 | 565.00 |
| 27269 | GNR FENCE INC | GNR FENCE: FENCE REPAIR / CAM | 08/08/2024 | 5,300.00 |
| 27272 | GREENFIELDS OUTDOOR FITNESS | GREENFIELDS OUTDOOR FITNES | 08/08/2024 | 364.65 |
| 27273 | JOHN DEERE FINANCIAL | JOHN DEERE FINANCIAL: TRACT | 08/08/2024 | 89.48 |
| 27274 | M & B SERVICES INC. | M & B SVCS: GAS LEAK REPAIR/ | 08/08/2024 | 5,272.31 |
| 27275 | NAPA AUTO PARTS | NAPA: FILTER / TRUCK# 36 | 08/08/2024 | 335.25 |
| 27278 | PHOENIX GROUP INFORMATION S | PHOENIX: ADMIN / PCSC APR 202 | 08/08/2024 | 100.00 |
| 27280 | SUPERIOR POOL PRODUCTS LLC | SUPERIOR POOL CREDIT ON ACC | 08/08/2024 | 64.57 |
| 27283 | THOMPSON BUILDING MATERIAL | THOMPSON BLDG MATERIALS: F | 08/08/2024 | 97.91 |
| 27284 | TURF STAR INC. | TURF STAR: MOWER | 08/08/2024 | 318.95 |
| 27294 | CAMROSA WATER DISTRICT | CAMROSA: SVC DATE 2024-6/30 - | 08/14/2024 | 30,534.58 |
| 27295 | CITY OF CAMARILLO | CITY OF CAM: SVC DATE 2024-6/1 | 08/14/2024 | 14,012.30 |
| 27296 | CRESTVIEW MUTUAL WATER CO. | CRESTVIEW WATER: JULY 2024 BI | 08/14/2024 | 116.06 |
| 27298 | B & B DO IT CENTER | B&B: ROOM 1-5 FLOORS / COMMI | 08/15/2024 | 1,213.45 |
| 27300 | COASTAL PIPCO IRRIGATION INC. | COASTAL PIPCO: IRRIGATION / M | 08/15/2024 | 206.15 |
| 27303 | NAPA AUTO PARTS | NAPA: BIG SHOT CAN/ BOBCAT | 08/15/2024 | 437.15 |
| 27306 | SUPERIOR POOL PRODUCTS LLC | SUPERIOR POOL: CHLORINE / AQ | 08/15/2024 | 76.91 |

| Check No. | Vendor/Employee | Transaction Description | Date | Amount |
|---|------------------------------|---------------------------------|------------|------------|
| 27308 | AMERICAN RESOURCE RECVY | AMERICAN RESOURCE RECVY: J | 08/21/2024 | 947.39 |
| 27309 | B & B DO IT CENTER | B&B: PLUMBING / COMMUNITY C | 08/21/2024 | 198.33 |
| 27313 | E.J. HARRISON ROLLOFFS | EJ ROLLOFFS: R/O CONTAINER /E | 08/21/2024 | 2,527.83 |
| 27316 | JORDAN & BAIN LANDSCAPE ARC | JORDAN & BAIN: LANDSCAPE & | 08/21/2024 | 2,626.54 |
| Total for Department: 04 Parks | | | | 642,811.99 |
| Department: 05 Administration | | | | |
| 0 | AMAZON | AMAZON: REMOTE / CABLE | 08/08/2024 | 177.00 |
| 0 | AMERICAN LEGAL PUBLISHING C | AMERICAN LEGAL PUBLISHING: | 08/21/2024 | 450.00 |
| 0 | AMILIA TECHNOLOGIES USA, INC | AMILIA: JULY 2024 ACTIVITY | 08/08/2024 | 6,656.02 |
| 0 | CALPERS HEALTH | CALPERS: ADMIN FEE AUG BILLI | 08/01/2024 | 1,553.64 |
| 0 | CALPERS PENSION | CALPERS: GASB-68 REPORTS & S | 08/21/2024 | 1,050.00 |
| 0 | CULLIGAN OF VENTURA COUNTY | CULLIGAN: EQUIP - SVC DATE A | 08/08/2024 | 35.70 |
| 0 | GANNET MEDIA CORP | GANNETT: LOCALIQ / VC STAR A | 08/21/2024 | 174.44 |
| 0 | GUARDIAN | GUARDIAN DENTAL: AUG 2024 B | 08/01/2024 | 51.49 |
| 0 | HUB INTERNATIONAL INSURANC | HUB: PMT PROCESSING FEE JULY | 08/21/2024 | 3.00 |
| 0 | J. THAYER COMPANY | J THAYER: SUPPLIES | 08/21/2024 | 590.09 |
| 0 | JENNIFER STRAIN | STRAIN, J: MILEAGE REIMB 7/27/ | 08/15/2024 | 123.28 |
| 0 | KONICA MINOLTA | KONICA MINOLTA: JULY 2024 MO | 08/21/2024 | 3.44 |
| 0 | KONICA MINOLTA PREMIER FINA | KONICA MINOLTA: BILLING DATI | 08/21/2024 | 573.19 |
| 0 | NOT JUST PRINTING | NOT JUST PRINTING: CHECKS RE | 08/21/2024 | 288.98 |
| 0 | STAPLES BUSINESS ADVANTAGE | STAPLES: SUPPLIES | 08/08/2024 | 56.62 |
| 0 | TMOBILE/SPRINT | T MOBILE: JUL 2024 BILLING | 08/08/2024 | 47.80 |
| 0 | US BANK | US BANK: CAL CARD STMT 7/22/2 | 08/13/2024 | 2,811.78 |
| 0 | VSP | VSP: BILLING DATE AUG 2024 /RE | 08/01/2024 | 20.85 |
| 0 | WATER & SANITATION SERVICES | WATER & SANITATION: PMT PRO | 08/21/2024 | 0.75 |
| 27251 | ACORN NEWSPAPERS | THE ACORN: AD NOTICE 6/15/202 | 08/08/2024 | 110.84 |
| 27253 | ADVANTAGE TELECOM | ADVANTAGE: INTERNET SVC AU | 08/08/2024 | 1,794.97 |
| 27254 | ALLCONNECTED, INC. | ALLCONNECTED: DOMAIN RENE | 08/08/2024 | 21.24 |
| 27279 | PRODUCTIVE PARKS LLC | PRODUCTIVE PARKS LLC: SOFTW | 08/08/2024 | 6,018.72 |
| 27297 | ALLCONNECTED, INC. | ALLCONNECTED: AUG 2024 MON | 08/15/2024 | 7,284.14 |
| 27301 | COMMUNITY MEMORIAL HEALTH | CMHC: EE HEALTH/DRUG TESTIN | 08/15/2024 | 240.00 |
| 27310 | BAY ALARM | BAY ALARM: CAMAERA SYSTEM | 08/21/2024 | 385.50 |
| 27312 | COUNTY OF VENTURA | COUNTY OF VENTURA: ACCOUN | 08/21/2024 | 68.40 |
| 27322 | DAVID TORFEH | TORFEH, D: 7/27/2024 HIKE/ BUTT | 08/21/2024 | 50.00 |
| Total for Department: 05 Administration | | | | 30,641.88 |
| Total for Fund:10 General Fund | | | | 937,208.44 |

| Check No. | Vendor/Employee | Transaction Description | Date | Amount |
|---|-------------------------------|-------------------------------|------------|-----------|
| Fund: 20 Assessment Fund | | | | |
| Department: 00 Non Departmentalized | | | | |
| 27266 | EXECUTIVE FACILITIES SERVICES | EXECUTIVE FACILITIES: JANITOI | 08/08/2024 | 1,002.25 |
| 27276 | NATURAL GREEN LANDSCAPES, I | NATURAL GREEN LANDSCAPE: JI | 08/08/2024 | 16,659.27 |
| 27286 | WEST COAST ARBORISTS INC. | WEST COAST ARBORISTS: TREE I | 08/08/2024 | 3,065.40 |
| 27302 | EXECUTIVE FACILITIES SERVICES | EXECUTIVE FACILITYES: JANITO | 08/15/2024 | 8,280.00 |
| 27304 | NUTRIEN AG SOLUTIONS, INC | NUTRIEN: FERTILIZER | 08/15/2024 | 1,937.38 |
| 27305 | SHOWSCAPES, INC | SHOWSCAPES: LANDSCAPE MAI | 08/15/2024 | 21,373.33 |
| 27323 | WEST COAST ARBORISTS INC. | WEST COAST ARBORIST: TREE TI | 08/21/2024 | 510.90 |
| Total for Department: 00 Non Departmentalized | | | | 52,828.53 |
| Total for Fund:20 Assessment Fund | | | | 52,828.53 |

| Check No. | Vendor/Employee | Transaction Description | Date | Amount |
|--|------------------------------|--------------------------------|------------|-----------|
| Fund: 30 Park Dedication Fund | | | | |
| Department: 00 | | | | |
| 27295 | CITY OF CAMARILLO | CITY OF CAM: SVC DATE 2024-6/3 | 08/14/2024 | 244.82 |
| 27317 | LAUTERBACH & ASSOCIATES, INC | LAUTERBACH & ASSOC: SVC 7/20 | 08/21/2024 | 12,239.16 |
| 27318 | McKINLEY ELEVATOR CORPORAT | McKINLEY ELEVATOR: 50% DEPO | 08/21/2024 | 24,750.00 |
| | | | | |
| Total for Department: 00 | | | | 37,233.98 |
| | | | | |
| Total for Fund:30 Park Dedication Fund | | | | 37,233.98 |

| Check No. | Vendor/Employee | Transaction Description | Date | Amount |
|-----------|-----------------|-------------------------|------|--------------|
| | | Grand Total | | 1,027,270.95 |

| Developer | | Project | | | | Quimby Funds | | GL Code |
|--|----------------|--|------------------------|------------------------|-------------------------|------------------------|-------------------|------------------|
| No. | Location | Description | Budgeted | Expended | Awarded | Balance | Committed Date | Allocation Date |
| AMLI | | | | | | | | |
| 1 | Nancy Bush | Nancy Bush Picnic Area(s) | \$ 45,600.00 | \$ 20,585.62 | \$ 615,709.00 | \$ 615,709.00 | | 7/31/2019 |
| 2 | Valle Lindo | Valle Lindo RR/Pavillion* | \$ 425,000.00 | \$ 364,574.44 | | \$ 586,123.38 | | 8446 |
| 3 | Nancy Bush | Nancy Bush Playground | \$ 250,000.00 | \$ 221,548.94 | | \$ 221,548.94 | 12/6/2018 | 8444 |
| TOTALS | | | \$ 720,600.00 | \$ 615,709.00 | | \$ - | 10/3/2018 | 8445 |
| *Amount allocated exceeds fee total due to Valle Lindo Restroom Project, excess expenses to be allocated from KB Homes | | | | | | | | |
| FAIRFIELD LLC | | | | | | | | |
| 1 | Freedom | Freedom Baseball Fields- Non-Contract Cost | | \$ 504,121.78 | \$ 2,250,489.70 | \$ 2,250,489.70 | 11/7/2018 | 8459 |
| 2 | Freedom | Freedom Baseball Fields- Contract Cost | \$ 1,100,000.00 | \$ 411,628.87 | | \$ 1,746,367.92 | | |
| 3 | PVAC | PVAC Restrooms and Showers | \$ 500,000.00 | \$ 647,336.74 | | \$ 1,334,739.05 | | |
| 4 | PV Fields | Fertilizer Injector System | \$ 60,000.00 | \$ 50,788.90 | | \$ 687,402.31 | | 8469 |
| 5 | | Senior and Community Rec Fee Project | | \$ 47,393.23 | | \$ 636,613.41 | | 8478 |
| 6 | | Senior and Community Rec Fee Exterior Proj | | | | \$ 589,270.18 | | 8511 |
| 7 | | Community Center Kitchen Expansion | \$ 250,000.00 | \$ 280,649.20 | | \$ 308,570.98 | | 8480 |
| 8 | | Community Center Classroom and Auditorium Enhancements | | | | | | |
| 9 | | Freedom Park Parking Lot Enhancement | | | | | | |
| 10 | | Freedom Park Landscape and Walking Path | | | | | | |
| 11 | | Camarillo Grove Nature Center | | | | | | |
| ELACORA MISSION OAKS | | | \$ 1,910,000.00 | \$ 1,941,918.72 | \$ 2,649,209.00 | \$ 308,570.98 | | 8/8/2021 |
| 1 | Encanto | PG Equipment Installation | | \$ 189,887.74 | | \$ 2,459,321.26 | 11/3/2016 | |
| 2 | Arneill Reh Pk | Arneill Ranch Park Renovation | \$ 1,500,000.00 | \$ 1,496,641.96 | | \$ 962,679.30 | 11/5/2020 | 8464 |
| 3 | | Pickleball | \$ 1,400,000.00 | \$ 317,864.02 | | \$ 644,815.28 | | 8493 |
| 4 | | Camarillo Nature Center | \$ 300,000.00 | | | \$ 644,815.28 | | |
| 5 | | Freedom Park Landscape and Walking Path | | | | \$ 644,815.28 | | |
| | | Freedom Baseball Fields | | | | \$ 644,815.28 | | |
| KB HOMES | | | \$ 3,200,000.00 | \$ 2,004,393.72 | \$ 474,353.00 | \$ 474,353.00 | | 8/10/2021 |
| 1 | Valle Lindo | Valle Lindo RR/Pavillion* | \$ 425,000.00 | \$ 32,368.30 | | \$ 441,984.70 | | 8444 |
| 2 | Med Vincent | Med Vincent Park Restrooms | \$ 139,500.00 | \$ 166,253.78 | | \$ 275,730.92 | | 8460 |
| 3 | Nancy Bush | Nancy Bush Pavillion | \$ 65,000.00 | \$ 31,537.74 | | \$ 244,193.18 | | 8447 |
| 4 | | Community Center Classroom and Auditorium Enhancements | | \$ 949.16 | | \$ 243,244.02 | | 8513 |
| 5 | | Des Caminos Expansion and ADA | | | | \$ 243,244.02 | | |
| CRESTVIEW | | | \$ 629,500.00 | \$ 231,108.98 | \$ 243,244.02 | \$ 243,244.02 | | |
| 1 | | Senior/Community Center ADA | \$ 21,612.25 | \$ 21,612.25 | \$ 21,612.25 | \$ 21,612.25 | 6/7/2023 | 8510 |
| HABITAT FOR HUMANITY | | | \$ 21,612.25 | \$ 21,612.25 | \$ - | \$ - | | |
| 1 | | Community Center Improvements | \$ 35,242.00 | | \$ 35,242.00 | \$ 35,242.00 | 9/17/2024 | |
| 2 | | Freedom Pickleball Courts | \$ 35,242.00 | | \$ 35,242.00 | \$ 35,242.00 | | |
| SHEA HOMES | | | \$ 70,484.00 | \$ - | \$ 35,242.00 | \$ 35,242.00 | | |
| 1 | | Multi-Generation Center | \$ 1,000,000.00 | | \$ 1,264,500.00 | \$ 1,264,500.00 | 7/5/2023 | 8504 |
| Williams Homes | | | \$ 1,000,000.00 | \$ - | \$ 1,264,500.00 | \$ 1,264,500.00 | | |
| Somis Ranch Phase 1 | | | \$ 2,840,447.45 | \$ 2,840,447.45 | \$ 2,840,447.45 | \$ 2,840,447.45 | 7/29/2027 | |
| Somis Ranch Phase 2 | | | \$ 347,625.00 | \$ 347,625.00 | \$ 347,625.00 | \$ 347,625.00 | 8/5/2027 | |
| Barry 60 LP | | | \$ 278,100.00 | \$ 278,100.00 | \$ 278,100.00 | \$ 278,100.00 | 10/20/2027 | |
| Interest | | | \$ 313,508.00 | \$ 313,508.00 | \$ 313,508.00 | \$ 313,508.00 | 3/15/2028 | |
| Grand Total | | | \$ 7,552,196.25 | \$ 4,814,742.67 | \$ 12,005,838.68 | \$ 7,191,096.01 | | |

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 | \$ 6,983.00 | Art Wahl | Stern Residence |
| 12/21/2021 | \$ 158,222.80 | Levon Ghukasyan | Village at the Park |
| 3/23/2022 | \$ 6,983.00 | Crestview Ranch | Spanish Hills Estates |
| Total Received | \$ 172,347.20 | | |
| Interest Earned | \$ 11.90 | | |
| PVRPD Administrative Fee | \$ (3,446.94) | | |
| City Administrative Fee | \$ (3,446.94) | | |

FY2023

| Date Received | Amount | Applicant | Project |
|---------------------------------|---------------------|----------------------------------|---------------------|
| 9/29/2022 | \$ 218.40 | Raymond Dickerhoff | Wedgewood Weddings |
| 1/10/2023 | \$ 7,712.79 | Travis Rodriguez | Jenkins Residence |
| 3/6/2023 | \$ 7,712.79 | Michael Dubin | 600 Corte Corride |
| 4/25/2023 | \$ 187.98 | Daiva McBride | House of Bamboo |
| 4/28/2023 | \$ 7,712.79 | Phineas Turner | RPD-206 |
| 5/4/2023 | \$ 69.81 | Sustainability Engineering Group | Ralph's Fuel Center |
| 5/24/2023 | \$ 17,511.56 | RJ Rieves | Rexford Ind. |
| 5/26/2023 | \$ 7,945.00 | Siamak Rezvani | Crestview |
| Total Received | \$ 49,071.12 | | |
| Interest Earned | \$ 5,998.78 | | |
| PVRPD Administrative Fee | \$ (981.42) | | |
| City Administrative Fee | \$ (981.42) | | |

FY2024

| Date Received | Amount | Applicant | Project |
|---------------------------------|------------------------|-----------------|----------------------------|
| 9/7/2023 | \$ 1,771,314.00 | Grant Williams | RPD-201 Camino Ruiz |
| 11/30/2023 | \$ 2,060.00 | Dillon Merchant | Chick Fil-A |
| 3/5/2024 | \$ 660.00 | Mahdi Rezvan | Arneill Pharmacy |
| 3/18/2024 | \$ 18,577.89 | Robert Goetsch | IPD-405 |
| 3/26/2024 | \$ 21,706.91 | Charles Sandlin | Gleson/Dawson Self Storage |
| YTD Received | \$ 1,814,318.80 | | |
| YTD Interest Earned | \$ 93,232.69 | | |
| PVRPD Administrative Fee | \$ (36,286.38) | | |
| City Administrative Fee | \$ (36,286.38) | | |
| Balance as of 6/30/2024 | \$ 2,126,123.77 | | |

FY2025

| Date Received | Amount | Applicant | Project |
|--------------------------------|------------------------|-----------------|---------|
| 7/19/2024 | \$ 8,159.33 | Crestview Ranch | PR-1061 |
| 7/19/2024 | \$ 8,159.33 | Crestview Ranch | PR-1062 |
| 7/19/2024 | \$ 8,159.33 | Crestview Ranch | PR-1063 |
| YTD Received | \$ 24,477.99 | | |
| YTD Interest Earned | \$ 19,645.33 | | |
| Balance as of 8/31/2024 | \$ 2,170,247.09 | | |

| 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 | Mar-23 | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 |
|-------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| California CLASS | 4.77% | 5.00% | 5.15% | 5.23% | 5.29% | 5.45% | 5.48% | 5.51% | 5.55% |
| | | | | | | | | | |
| | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 |
| California CLASS | 5.54% | 5.47% | 5.44% | 5.42% | 5.40% | 5.39% | 5.40% | 5.42% | 5.05% |

- Rates are determined at the end of the month

Ventura County Pool

| Investment Name | Mar-23 | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Ventura County Pool | 3.11% | 3.60% | 3.49% | 3.56% | 3.49% | 3.51% | 3.64% | 3.78% | 4.02% |
| | | | | | | | | | |
| | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 |
| Ventura County Pool | 4.26% | 4.29% | 4.39% | 4.41% | 4.52% | 4.56% | 4.57% | 4.51% | 4.52% |

Local Agency Investment Fund (LAIF)

| Investment Name | Mar-23 | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Local Agency Investment Fund (LAIF) | 2.83% | 2.87% | 2.99% | 3.17% | 3.31% | 3.43% | 3.53% | 3.67% | 3.84% |
| | | | | | | | | | |
| | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 |
| Local Agency Investment Fund (LAIF) | 3.93% | 4.01% | 4.12% | 4.23% | 4.27% | 4.33% | 4.48% | 4.52% | 4.58% |

Banc of California

| Investment Name | Mar-23 | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 |
|---------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Banc of California | 0.04% | 0.04% | 0.04% | 0.04% | 0.04% | 0.04% | 0.04% | 0.04% | 0.04% |
| | | | | | | | | | |
| | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-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 MANAGER
By: Justin Kiraly, Administrative Services Manager

DATE: October 2, 2024

SUBJECT: FINANCE REPORT AUGUST 2024

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH AUGUST 31, 2024

The District's Statements of Revenues and Expenditures for the period of August 1, 2024, through August 31, 2024, with a year-to-date comparison for the period of August 1, 2023, through August 31, 2023, are attached. The percentage rate used is 16.7% for Period 2 of the current fiscal year.

REVENUES

Total revenue including the 2nd month ending August 31, 2024, for Fund 10 (General Fund) has an overall increase of \$68,776 in comparison to Fiscal Year 2023-2024. The variance from the prior year includes: 1) increase in Rentals (5530) of \$51,502, and 2) increase in Public Fees (5510-5520) received in the amount of \$1,771. The increase in Rentals is due to increases in rental fees. Public fees have seen an increase due to continued interest from residents in District offered classes and programming.

Total revenue recorded for Fund 20 for August 2024, the Assessment District Fund, was \$5,874 in interest earnings.

Total revenue recorded for Fund 30 for August 2024, the Quimby Fund, was \$18,530 in interest. Quimby funds are only collected when new housing developments are subdivided.

Total revenue recorded for Fund 40 for August 2024, the Park Impact Fees Fund, was \$9,872 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 \$89,224. 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 \$89,876 in comparison to the same period last year.

Adjusting for reserves, the increase in Services and Supplies year-to-date is \$93,081. This increase includes Insurance Liability (6410) being \$23,264 more than last year; an increase in Business Services (7180) of \$38,718 due to transition of Springbrook from enterprise system to cloud based system and increased modules; an increase in Professional Services (7100) of \$23,003 due to prior year Summer Concert Series payments in an incorrect account; and an increase in Utilities – Water (7820) of \$26,081 due to increased water rates and a more consistently hot summer.

Fund 10 Capital Expenditures are at \$457,382, for the carryover Playground replacement at Lokker Park.

Fund 10 Total Expenditures year to date are \$656,761 more compared to this point last year.

Fund 20 Expenditures are \$51,826 in Services and Supplies as of this month.

Fund 30 Expenditures are \$5,029 in Pickleball and \$32,205 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 80.24%, Fund 20 by 96.17%, and Fund 30 by 98.84%. Fund 40 has no budget.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for August 31, 2024, for Fund 10, Fund 20, Fund 30, Fund 40.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of August 31, 2024, Fund 10
(2 pages)
- 2) Financial Statement of Revenue and Expenditures as of August 31, 2024, Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of August 31, 2024, Fund 30
(1 page)
- 4) Financial Statement of Revenue and Expenditures as of August 31, 2024, Fund 40
(1 page)

General Ledger
Fund 10 General Fund
August 2024 16.7%

| Description | Account | Period Amount | One Year Prior Actual | Year to Date | Budget | Budget Remaining | % of Budget Used |
|------------------------------|-----------|----------------------|------------------------|------------------------|-------------------------|-------------------------|------------------|
| Revenue | | | | | | | |
| Tax Apportionment | 5110-5240 | \$ - | \$ - | \$ - | \$ 8,877,226.00 | \$ 8,877,226.00 | 0.00% |
| Interest Earnings | 5310 | \$ 37,229.33 | \$ 82,457.76 | \$ 77,322.08 | \$ 270,000.00 | \$ 192,677.92 | 28.64% |
| Carryover Balance | 5502 | \$ - | \$ - | \$ - | \$ 75,000.00 | \$ 75,000.00 | 0.00% |
| Park Patrol Citations | 5506 | \$ - | \$ 1,223.32 | \$ 753.77 | \$ 2,300.00 | \$ 1,546.23 | 32.77% |
| Bingo - Primary Revenue | 5508 | \$ 1,533.50 | \$ 3,126.00 | \$ 3,533.50 | \$ 19,750.00 | \$ 16,216.50 | 17.89% |
| Excess Bingo Revenue | 5509 | \$ - | \$ 849.00 | \$ 919.05 | \$ 240.00 | \$ (679.05) | 382.94% |
| Contract Classes-Public Fees | 5510 | \$ 36,616.94 | \$ 55,534.67 | \$ 60,045.45 | \$ 204,565.00 | \$ 144,519.55 | 29.35% |
| Public Fees | 5511 | \$ 40,729.55 | \$ 153,834.04 | \$ 151,317.54 | \$ 364,429.00 | \$ 213,111.46 | 41.52% |
| Public Fees-Entry Fees | 5520 | \$ 3,628.00 | \$ 11,044.50 | \$ 10,821.00 | \$ 41,600.00 | \$ 30,779.00 | 26.01% |
| Vending Concessions | 5525 | \$ 259.65 | \$ - | \$ 259.65 | \$ 1,450.00 | \$ 1,190.35 | 17.91% |
| Rental | 5530 | \$ 46,552.55 | \$ 128,876.60 | \$ 180,379.03 | \$ 690,023.00 | \$ 509,643.97 | 26.14% |
| Cell Tower Revenue | 5535 | \$ 13,215.48 | \$ 33,663.79 | \$ 34,979.67 | \$ 166,109.00 | \$ 131,129.33 | 21.06% |
| Parking Fees | 5540 | \$ 3,729.41 | \$ 2,086.86 | \$ 6,571.49 | \$ 10,350.00 | \$ 3,778.51 | 63.49% |
| Advertising Revenue | 5555 | \$ 2,295.00 | \$ (50.00) | \$ 2,535.00 | \$ 6,000.00 | \$ 3,465.00 | 42.25% |
| Sponsorships/Donations | 5558 | \$ 500.00 | \$ (750.00) | \$ 500.00 | \$ 5,000.00 | \$ 4,500.00 | 10.00% |
| Special Event | 5561 | \$ - | \$ - | \$ - | \$ 129,700.00 | \$ 129,700.00 | 0.00% |
| Staffing Cost Recovery | 5563 | \$ 18,395.00 | \$ 5,656.00 | \$ 30,757.50 | \$ 65,960.00 | \$ 35,202.50 | 46.63% |
| Special Event Permits | 5564 | \$ 100.00 | \$ 600.00 | \$ 200.00 | \$ - | \$ (200.00) | - |
| Security Services - Recovery | 5566 | \$ (750.00) | \$ 1,050.00 | \$ (630.00) | \$ - | \$ 630.00 | - |
| Contributions | 5570 | \$ 200.00 | \$ 351.32 | \$ 670.91 | \$ - | \$ (670.91) | - |
| Other Misc Revenue | 5575 | \$ 5,292.50 | \$ 8,905.00 | \$ 21,492.50 | \$ 53,684.00 | \$ 32,191.50 | 40.04% |
| Restricted Donations | 5576 | \$ 572.64 | \$ 5,598.00 | \$ 572.64 | \$ - | \$ (572.64) | - |
| Incentive Income | 5585 | \$ 26.44 | \$ 22.88 | \$ 26.44 | \$ 1,700.00 | \$ 1,673.56 | 1.56% |
| Reimbursement - ROPS | 5600 | \$ - | \$ 161,273.64 | \$ 141,101.73 | \$ 560,000.00 | \$ 418,898.27 | 25.20% |
| Revenue | | \$ 210,125.99 | \$ 655,353.38 | \$ 724,128.95 | \$ 11,545,086.00 | \$ 10,820,957.05 | 6.27% |
| YTD Comparison | | | | \$ 68,775.57 | | | |
| Personnel | | | | | | | |
| Full Time Salaries | 6100 | \$ 332,046.21 | \$ 388,221.03 | \$ 436,053.87 | \$ 3,094,949.00 | \$ 2,658,895.13 | 14.09% |
| Overtime Salaries | 6101 | \$ 1,889.82 | \$ 2,229.96 | \$ 2,104.06 | \$ 28,035.00 | \$ 25,930.94 | 7.51% |
| Car Allowance | 6105 | \$ 692.28 | \$ 923.04 | \$ 923.04 | \$ 6,000.00 | \$ 5,076.96 | 15.38% |
| Cell Phone Allowance | 6108 | \$ 1,920.00 | \$ 2,314.07 | \$ 2,466.00 | \$ 18,070.00 | \$ 15,604.00 | 13.65% |
| Part-Time Salaries | 6110 | \$ 106,821.01 | \$ 121,193.82 | \$ 140,023.80 | \$ 608,614.00 | \$ 468,590.20 | 23.01% |
| Retirement | 6120 | \$ 62,069.40 | \$ 72,257.17 | \$ 81,194.29 | \$ 576,288.00 | \$ 495,093.71 | 14.09% |
| 457 Pension | 6121 | \$ 87.17 | \$ 6,127.62 | \$ 5,998.98 | \$ 7,000.00 | \$ 1,001.02 | 85.70% |
| Deferred Compensation | 6125 | \$ 599.19 | \$ 798.92 | \$ 798.92 | \$ 5,592.00 | \$ 4,793.08 | 14.29% |
| Employee Insurance | 6130 | \$ 34,630.17 | \$ 41,157.24 | \$ 51,999.02 | \$ 488,032.00 | \$ 436,032.98 | 10.65% |
| Workers Compensation | 6140 | \$ 21,333.38 | \$ 25,104.07 | \$ 27,989.07 | \$ 192,345.00 | \$ 164,355.93 | 14.55% |
| Unemployment Insurance | 6150 | \$ - | \$ - | \$ - | \$ 10,000.00 | \$ 10,000.00 | 0.00% |
| PERS Unfunded Liability | 6170 | \$ - | \$ 494,762.00 | \$ 515,039.00 | \$ 582,241.00 | \$ 67,202.00 | 88.46% |
| Personnel | | \$ 562,088.63 | \$ 1,155,088.94 | \$ 1,264,590.05 | \$ 5,617,166.00 | \$ 4,352,575.95 | 22.51% |
| YTD Comparison | | | | \$ 109,501.11 | | | |
| Services and Supplies | | | | | | | |
| Telephone/Internet | 6210 | \$ 2,123.22 | \$ 3,432.29 | \$ 3,697.07 | \$ 23,720.00 | \$ 20,022.93 | 15.59% |
| IT Services | 6220 | \$ 7,305.38 | \$ 13,785.68 | \$ 19,938.06 | \$ 72,199.00 | \$ 52,260.94 | 27.62% |
| IT Hardware | 6230 | \$ - | \$ - | \$ - | \$ 7,200.00 | \$ 7,200.00 | 0.00% |
| Hardware/Software Services | 6240 | \$ 4,234.61 | \$ 8,721.13 | \$ 7,905.41 | \$ 45,854.00 | \$ 37,948.59 | 17.24% |
| Pool Chemicals | 6310 | \$ 1,622.49 | \$ 895.52 | \$ 1,622.49 | \$ 7,250.00 | \$ 5,627.51 | 22.38% |
| Janitorial Supplies | 6320 | \$ 6,071.03 | \$ 8,004.86 | \$ 11,662.66 | \$ 68,343.00 | \$ 56,680.34 | 17.06% |
| Kitchen Supplies | 6330 | \$ - | \$ 33.30 | \$ - | \$ 700.00 | \$ 700.00 | 0.00% |
| Food Supplies | 6340 | \$ 842.56 | \$ 253.68 | \$ 842.56 | \$ 7,545.00 | \$ 6,702.44 | 11.17% |
| Water Maint & Service | 6350 | \$ 79.50 | \$ 114.55 | \$ 115.20 | \$ 908.00 | \$ 792.80 | 12.69% |
| 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 | \$ - | \$ - | \$ - | \$ 4,000.00 | \$ 4,000.00 | 0.00% |
| Fuel | 6510 | \$ 6,786.91 | \$ 6,354.19 | \$ 6,786.91 | \$ 58,204.00 | \$ 51,417.09 | 11.66% |
| Vehicle Maintenance | 6520 | \$ 4,894.91 | \$ 4,784.74 | \$ 5,903.65 | \$ 41,910.00 | \$ 36,006.35 | 14.09% |
| Building Repair | 6610 | \$ 3,337.08 | \$ 954.21 | \$ 5,354.84 | \$ 67,750.00 | \$ 62,395.16 | 7.90% |
| HVAC Maintenance/Repairs | 6620 | \$ - | \$ - | \$ - | \$ 9,128.00 | \$ 9,128.00 | 0.00% |
| Playground Maintenance | 6630 | \$ 404.80 | \$ - | \$ 1,302.71 | \$ 35,000.00 | \$ 33,697.29 | 3.72% |
| Grounds Maintenance | 6710 | \$ 11,146.42 | \$ 8,411.33 | \$ 11,690.38 | \$ 104,760.00 | \$ 93,069.62 | 11.16% |
| Contracted Pest Control | 6730 | \$ - | \$ - | \$ - | \$ 7,200.00 | \$ 7,200.00 | 0.00% |
| Rubbish & Refuse | 6740 | \$ 9,214.81 | \$ 7,731.85 | \$ 9,214.81 | \$ 92,763.00 | \$ 83,548.19 | 9.93% |
| Vandalism/Theft | 6750 | \$ - | \$ - | \$ - | \$ 1,500.00 | \$ 1,500.00 | 0.00% |
| Memberships | 6810 | \$ - | \$ 5,105.00 | \$ 4,955.00 | \$ 17,052.00 | \$ 12,097.00 | 29.06% |
| Office Supplies | 6910 | \$ 1,172.33 | \$ 1,727.95 | \$ 2,775.10 | \$ 33,950.00 | \$ 31,174.90 | 8.17% |
| Postage Expense | 6920 | \$ - | \$ 5,855.92 | \$ 6,464.20 | \$ 20,200.00 | \$ 13,735.80 | 32.00% |
| Advertising Expense | 6930 | \$ 174.44 | \$ - | \$ 174.44 | \$ 3,540.00 | \$ 3,365.56 | 4.93% |
| Printing Charges | 6940 | \$ 576.63 | \$ 1,274.31 | \$ 1,149.82 | \$ 13,121.00 | \$ 11,971.18 | 8.76% |
| Bank & Registration Fees | 6950 | \$ 3,846.17 | \$ 63.76 | \$ 3,914.09 | \$ 33,920.00 | \$ 30,005.91 | 11.54% |
| Approp Redev/Collection Fees | 6960 | \$ - | \$ - | \$ - | \$ 728,891.00 | \$ 728,891.00 | 0.00% |
| Minor Furn Fixture & Equip | 6980 | \$ - | \$ - | \$ - | \$ 9,437.00 | \$ 9,437.00 | 0.00% |
| Fingerprint Fees (HR) | 7010 | \$ 112.00 | \$ 208.00 | \$ 112.00 | \$ 3,360.00 | \$ 3,248.00 | 3.33% |
| Fire & Safety Insp Fees | 7020 | \$ - | \$ - | \$ - | \$ 6,675.00 | \$ 6,675.00 | 0.00% |
| Permit & Licensing Fees | 7030 | \$ - | \$ 1,775.00 | \$ - | \$ 9,110.00 | \$ 9,110.00 | 0.00% |

General Ledger
Fund 10 General Fund
August 2024 16.7%

| Description | Account | Period Amount | One Year Prior Actual | Year to Date | Budget | Budget Remaining | % of Budget Used |
|--------------------------------|---------|------------------------|--------------------------|--------------------------|-------------------------|-------------------------|------------------|
| Professional Services | 7100 | \$ 6,737.99 | \$ 210.00 | \$ 23,212.99 | \$ 130,200.00 | \$ 106,987.01 | 17.83% |
| Legal Services | 7110 | \$ - | \$ 4,694.50 | \$ - | \$ 96,000.00 | \$ 96,000.00 | 0.00% |
| Typeset and Print Services | 7115 | \$ - | \$ 11,681.76 | \$ - | \$ 38,100.00 | \$ 38,100.00 | 0.00% |
| Instructor Services | 7120 | \$ 15,256.70 | \$ 22,850.85 | \$ 16,245.55 | \$ 113,635.00 | \$ 97,389.45 | 14.30% |
| PERS Admin Fees | 7125 | \$ 112.92 | \$ 297.77 | \$ 260.27 | \$ 2,200.00 | \$ 1,939.73 | 11.83% |
| Audit Services | 7130 | \$ - | \$ 750.00 | \$ - | \$ 17,425.00 | \$ 17,425.00 | 0.00% |
| Medical & Health Svcs | 7140 | \$ 240.00 | \$ 120.00 | \$ 240.00 | \$ 10,720.00 | \$ 10,480.00 | 2.24% |
| Security Services | 7150 | \$ 1,197.50 | \$ 923.50 | \$ 1,527.50 | \$ 7,122.00 | \$ 5,594.50 | 21.45% |
| Entertainment Services | 7160 | \$ 1,000.00 | \$ 25,544.27 | \$ 1,000.00 | \$ 4,300.00 | \$ 3,300.00 | 23.26% |
| Business Services | 7180 | \$ 8,962.66 | \$ 27,103.10 | \$ 65,820.80 | \$ 180,532.00 | \$ 114,711.20 | 36.46% |
| Umpire/Referee Services | 7190 | \$ 370.00 | \$ 100.00 | \$ 370.00 | \$ 1,700.00 | \$ 1,330.00 | 21.76% |
| Subscriptions | 7210 | \$ 11.98 | \$ 9.99 | \$ 11.98 | \$ 3,017.00 | \$ 3,005.02 | 0.40% |
| Rents & Leases - Equip | 7310 | \$ 6,263.62 | \$ 1,564.13 | \$ 6,678.67 | \$ 50,870.00 | \$ 44,191.33 | 13.13% |
| Bldg/Field Leases & Rental | 7320 | \$ - | \$ - | \$ - | \$ 60.00 | \$ 60.00 | 0.00% |
| Division Supplies | 7410 | \$ 804.36 | \$ 483.52 | \$ 804.36 | \$ 16,660.00 | \$ 15,855.64 | 4.83% |
| Program/Event Supplies | 7420 | \$ - | \$ 2,018.02 | \$ 200.55 | \$ 19,330.00 | \$ 19,129.45 | 1.04% |
| Bingo Supplies | 7430 | \$ 1,246.25 | \$ 288.13 | \$ 1,306.82 | \$ 5,400.00 | \$ 4,093.18 | 24.20% |
| Sporting Goods | 7440 | \$ - | \$ 1,592.66 | \$ 878.21 | \$ 11,620.00 | \$ 10,741.79 | 7.56% |
| Arts and Craft Supplies | 7450 | \$ 404.00 | \$ - | \$ 404.00 | \$ 1,575.00 | \$ 1,171.00 | 25.65% |
| Training Supplies | 7460 | \$ - | \$ - | \$ - | \$ 4,770.00 | \$ 4,770.00 | 0.00% |
| Small Tools | 7500 | \$ 284.14 | \$ - | \$ 326.41 | \$ 6,000.00 | \$ 5,673.59 | 5.44% |
| Safety Supplies | 7510 | \$ - | \$ 214.29 | \$ - | \$ 4,619.00 | \$ 4,619.00 | 0.00% |
| Uniform Allowance | 7610 | \$ - | \$ - | \$ - | \$ 16,765.00 | \$ 16,765.00 | 0.00% |
| Safety Clothing | 7620 | \$ 350.14 | \$ - | \$ 350.14 | \$ 6,450.00 | \$ 6,099.86 | 5.43% |
| Conference&Seminar Staff | 7710 | \$ - | \$ 4,795.00 | \$ - | \$ 20,453.00 | \$ 20,453.00 | 0.00% |
| Conference&Seminar Board | 7715 | \$ - | \$ 750.00 | \$ - | \$ 2,475.00 | \$ 2,475.00 | 0.00% |
| Conference&Seminar Travel Exp | 7720 | \$ 775.00 | \$ 549.96 | \$ 775.00 | \$ 5,854.00 | \$ 5,079.00 | 13.24% |
| Out of Town Travel Board | 7725 | \$ - | \$ - | \$ - | \$ 2,970.00 | \$ 2,970.00 | 0.00% |
| Private Vehicle Mileage | 7730 | \$ 123.28 | \$ 1.96 | \$ 123.28 | \$ 4,882.00 | \$ 4,758.72 | 2.53% |
| Buses/Excursions | 7750 | \$ 2,508.24 | \$ 5,287.10 | \$ 2,508.24 | \$ 12,200.00 | \$ 9,691.76 | 20.56% |
| Tuition/Book Reimbursement | 7760 | \$ - | \$ - | \$ - | \$ 4,000.00 | \$ 4,000.00 | 0.00% |
| Utilities - Gas | 7810 | \$ 2,294.89 | \$ 422.70 | \$ 2,294.89 | \$ 49,413.00 | \$ 47,118.11 | 4.64% |
| Utilities - Water | 7820 | \$ 79,660.95 | \$ 52,852.07 | \$ 79,660.95 | \$ 905,155.00 | \$ 825,494.05 | 8.80% |
| Utilities - Electric | 7830 | \$ 9,175.15 | \$ 8,561.33 | \$ 9,175.15 | \$ 236,994.00 | \$ 227,818.85 | 3.87% |
| Airport Assessment Exp | 7840 | \$ - | \$ - | \$ - | \$ 14,000.00 | \$ 14,000.00 | 0.00% |
| Awards and Certificates | 7910 | \$ 3,481.09 | \$ 682.32 | \$ 3,481.09 | \$ 18,730.00 | \$ 15,248.91 | 18.59% |
| Meals for Staff Training | 7920 | \$ 273.03 | \$ 94.31 | \$ 273.03 | \$ 3,500.00 | \$ 3,226.97 | 7.80% |
| Employee Morale | 7930 | \$ 236.08 | \$ - | \$ 236.08 | \$ 5,500.00 | \$ 5,263.92 | 4.29% |
| COP Debt - PV Fields | 7950 | \$ - | \$ - | \$ - | \$ 293,214.00 | \$ 293,214.00 | 0.00% |
| Reserve Computer Fleet | 7971 | \$ - | \$ 5,000.00 | \$ 7,000.00 | \$ 7,000.00 | \$ - | 100.00% |
| Reserve Dry Period | 7973 | \$ - | \$ 65,203.00 | \$ 50,000.00 | \$ 50,000.00 | \$ - | 100.00% |
| Reserve Capital Improvements | 7974 | \$ - | \$ 20,000.00 | \$ - | \$ - | \$ - | - |
| Reserve Repair/Oper/Admin | 7975 | \$ - | \$ 20,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ - | 100.00% |
| Reserve - Compensated Absences | 7976 | \$ - | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ - | 100.00% |
| Services and Supplies | | \$ 205,715.26 | \$ 577,927.51 | \$ 667,805.36 | \$ 4,439,888.00 | \$ 3,772,082.64 | 15.04% |
| YTD Comparison | | | | \$ 89,877.85 | | | |
| Capital | | | | | | | |
| General Capital | 8400 | \$ - | \$ - | \$ - | \$ 535,000.00 | \$ 535,000.00 | 0.00% |
| Equip/Facility Replacement | 8420 | \$ - | \$ - | \$ - | \$ 55,000.00 | \$ 55,000.00 | 0.00% |
| Lokker Playground | 8507 | \$ 457,381.98 | \$ - | \$ 457,381.98 | \$ 630,471.08 | \$ 173,089.10 | 72.55% |
| Community Center Alarm | 8517 | \$ - | \$ - | \$ - | \$ 120,000.00 | \$ 120,000.00 | 0.00% |
| Bob Kildee Parking Lot | 8518 | \$ - | \$ - | \$ - | \$ 117,089.00 | \$ 117,089.00 | 0.00% |
| Cam Grove Parking Lot | 8519 | \$ - | \$ - | \$ - | \$ 110,063.00 | \$ 110,063.00 | 0.00% |
| Cam Grove BBQ | 8520 | \$ - | \$ - | \$ - | \$ 30,000.00 | \$ 30,000.00 | 0.00% |
| Dos Caminos Parking Lot | 8521 | \$ - | \$ - | \$ - | \$ 30,000.00 | \$ 30,000.00 | 0.00% |
| Mel Vincent Parking Lot | 8522 | \$ - | \$ - | \$ - | \$ 27,000.00 | \$ 27,000.00 | 0.00% |
| Pitts Ranch Tennis Court Resur | 8523 | \$ - | \$ - | \$ - | \$ 40,000.00 | \$ 40,000.00 | 0.00% |
| Pitts Ranch Parking Lot | 8524 | \$ - | \$ - | \$ - | \$ 25,000.00 | \$ 25,000.00 | 0.00% |
| PV Parking Lot | 8526 | \$ - | \$ - | \$ - | \$ 186,000.00 | \$ 186,000.00 | 0.00% |
| PV Field VFD Replacement | 8527 | \$ - | \$ - | \$ - | \$ 50,000.00 | \$ 50,000.00 | 0.00% |
| Springville Iron Fence Replace | 8528 | \$ - | \$ - | \$ - | \$ 80,000.00 | \$ 80,000.00 | 0.00% |
| Capital | | \$ 457,381.98 | \$ - | \$ 457,381.98 | \$ 2,035,623.08 | \$ 1,578,241.10 | 22.47% |
| YTD Comparison | | | | \$ 457,381.98 | | | |
| Expense | | \$ 1,225,185.87 | \$ 1,733,016.45 | \$ 2,389,777.39 | \$ 12,092,677.08 | \$ 9,702,899.69 | 19.76% |
| YTD Comparison | | | | \$ 656,760.94 | | | |
| Revenue Total | | \$ 210,125.99 | \$ 655,353.38 | \$ 724,128.95 | \$ 11,545,086.00 | \$ 10,820,957.05 | 6.27% |
| Expense Total | | \$ 1,225,185.87 | \$ 1,733,016.45 | \$ 2,389,777.39 | \$ 12,092,677.08 | \$ 9,702,899.69 | 19.76% |
| YTD Revenue-Expenses | | | \$ (1,077,663.07) | \$ (1,665,648.44) | | | |
| YTD Comparison | | | | \$ (587,985.37) | | | |

General Ledger
Fund 20 Assessment Fund
August 2024 16.7%

| Description | Account | Period Amount | One Year Prior Actual | Year to Date | Budget | Budget Remaining | % of Budget Used |
|------------------------------|---------|---------------------|-----------------------|-----------------------|------------------------|------------------------|------------------|
| Revenue | | | | | | | |
| Interest Earnings | 5310 | \$ 5,874.30 | \$ 10,138.64 | \$ 11,888.66 | \$ 35,000.00 | \$ 23,111.34 | 33.97% |
| Assessment Revenue | 5500 | \$ - | \$ - | \$ - | \$ 1,341,735.00 | \$ 1,341,735.00 | 0.00% |
| Revenue | | \$ 5,874.30 | \$ 10,138.64 | \$ 11,888.66 | \$ 1,376,735.00 | \$ 1,364,846.34 | 0.86% |
| YTD Comparison | | | | \$ 1,750.02 | | | |
| Services and Supplies | | | | | | | |
| Incidental Costs - Assess | 6709 | \$ - | \$ - | \$ - | \$ 19,444.00 | \$ 19,444.00 | 0.00% |
| Grounds Maintenance | 6710 | \$ 1,937.38 | \$ 4,528.82 | \$ 1,937.38 | \$ 78,293.00 | \$ 76,355.62 | 2.47% |
| Tree Care | 6719 | \$ 3,576.30 | \$ - | \$ 3,576.30 | \$ 120,000.00 | \$ 116,423.70 | 2.98% |
| Contracted LS Services | 6720 | \$ 46,312.60 | \$ 20,159.27 | \$ 46,312.60 | \$ 610,938.00 | \$ 564,625.40 | 7.58% |
| 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 | \$ - | \$ - | \$ - | \$ 460,555.00 | \$ 460,555.00 | 0.00% |
| Services and Supplies | | \$ 51,826.28 | \$ 24,688.09 | \$ 51,826.28 | \$ 1,352,800.00 | \$ 1,300,973.72 | 3.83% |
| YTD Comparison | | | | \$ 27,138.19 | | | |
| Expense | | \$ 51,826.28 | \$ 24,688.09 | \$ 51,826.28 | \$ 1,352,800.00 | \$ 1,300,973.72 | 3.83% |
| YTD Comparison | | | | \$ 27,138.19 | | | |
| Revenue Total | | \$ 5,874.30 | \$ 10,138.64 | \$ 11,888.66 | \$ 1,376,735.00 | \$ 1,364,846.34 | 0.86% |
| Expense Total | | \$ 51,826.28 | \$ 24,688.09 | \$ 51,826.28 | \$ 1,352,800.00 | \$ 1,300,973.72 | 3.83% |
| YTD Revenue-Expenses | | \$ - | \$ (14,549.45) | \$ (39,937.62) | | | |
| YTD Comparison | | | | \$ (25,388.17) | | | |

General Ledger
Fund 30 Quimby Fund
August 2024 16.7%

| Description | Account | Period Amount | One Year Prior Actual | Year to Date | Budget | Budget Remaining | % of Budget Used |
|--------------------------------|---------|---------------------|-----------------------|---------------------|------------------------|------------------------|------------------|
| Revenue | | | | | | | |
| Interest Earnings | 5310 | \$ 18,530.22 | \$ 53,446.93 | \$ 37,075.70 | \$ 200,000.00 | \$ 162,924.30 | 18.54% |
| Revenue | | \$ 18,530.22 | \$ 53,446.93 | \$ 37,075.70 | \$ 200,000.00 | \$ 162,924.30 | 18.54% |
| Capital | | | | | | | |
| Pickleball Sports Complex | 8493 | \$ 5,028.98 | \$ 267.89 | \$ 5,028.98 | \$ 1,100,000.00 | \$ 1,094,971.02 | 0.46% |
| Multi-Generation Center | 8504 | \$ - | \$ - | \$ - | \$ 1,000,000.00 | \$ 1,000,000.00 | 0.00% |
| Auditorium ADA Improvements | 8511 | \$ 32,205.00 | \$ - | \$ 32,205.00 | \$ 355,964.00 | \$ 323,759.00 | 9.05% |
| Community Ctr/Classroom Enhanc | 8513 | \$ - | \$ - | \$ - | \$ 244,193.00 | \$ 244,193.00 | 0.00% |
| Freedom Park ADA Bathroom | 8529 | \$ - | \$ - | \$ - | \$ 500,000.00 | \$ 500,000.00 | 0.00% |
| Capital | | \$ 37,233.98 | \$ 267.89 | \$ 37,233.98 | \$ 3,200,157.00 | \$ 3,162,923.02 | 1.16% |
| Expense | | \$ 37,233.98 | \$ 267.89 | \$ 37,233.98 | \$ 3,200,157.00 | \$ 3,162,923.02 | 1.16% |
| Revenue Total | | \$ 18,530.22 | \$ 53,446.93 | \$ 37,075.70 | \$ 200,000.00 | \$ 162,924.30 | 18.54% |
| Expense Total | | \$ 37,233.98 | \$ 267.89 | \$ 37,233.98 | \$ 3,200,157.00 | \$ 3,162,923.02 | 1.16% |
| YTD Revenue-Expenses | | | \$ 53,179.04 | \$ (158.28) | | | |

| Date Received | Amount | Amount Earmarked | Developer | Development Case # | Amount Expended | Balance | Allocation Date |
|---------------|------------------------|------------------------|-------------------------------|-----------------------|------------------------|------------------------|-----------------|
| 7/31/14 | \$ 615,709.00 | \$ 720,600.00 | AMLI Residential | Springville (RPD-173) | \$ 615,709.00 | \$ - | 7/31/2019 |
| 1/31/15 | \$ 2,250,489.70 | \$ 2,250,489.70 | Fairfield LLC | | \$ 1,941,918.72 | \$ 308,570.98 | 1/31/2020 |
| 8/8/16 | \$ 2,649,209.00 | \$ 3,200,000.00 | Comstock/Elacora Mission Oaks | | \$ 2,004,393.72 | \$ 644,815.28 | 8/8/2021 |
| 8/10/16 | \$ 474,353.00 | \$ 629,500.00 | KB Homes | | \$ 231,108.98 | \$ 243,244.02 | 8/10/2021 |
| 6/7/18 | \$ 21,612.25 | \$ 21,612.25 | Crestview | | \$ 21,612.25 | \$ - | 6/7/2023 |
| 6/27/18 | \$ - | \$ - | Aldersgate Construction | | \$ 146,682.55 | \$ - | REFUNDED |
| 3/6/19 | \$ 35,242.00 | \$ 70,484.00 | Habitat for Humanity | Barry St (RPD-203) | \$ - | \$ 35,242.00 | 9/17/2024 |
| 9/12/19 | \$ - | \$ - | Aldersgate Construction | | \$ 92,200.46 | \$ - | REFUNDED |
| 11/21/19 | \$ 1,264,500.00 | \$ 1,000,000.00 | Shea Homes | | \$ - | \$ 1,264,500.00 | 11/21/2024 |
| 7/29/22 | \$ 2,840,447.45 | \$ - | Williams Homes | | \$ - | \$ 2,840,447.45 | 7/29/2027 |
| 8/5/22 | \$ 347,625.00 | \$ - | Somis Ranch Phase 1 | | \$ - | \$ 347,625.00 | 8/5/2027 |
| 10/20/22 | \$ 278,100.00 | \$ - | Somis Ranch Phase 2 | | \$ - | \$ 278,100.00 | 10/20/2027 |
| 3/15/23 | \$ 313,508.00 | \$ - | Barry 60 LP | | \$ - | \$ 313,508.00 | 3/15/2028 |
| | \$ 915,043.28 | \$ - | Interest Account | | \$ - | \$ 915,043.28 | |
| Total | \$12,005,838.68 | \$ 7,892,685.95 | | | \$ 5,053,625.68 | \$ 7,191,096.01 | |

General Ledger
Fund 40 Park Impact Fee Fund
August 2024 16.7%

| Description | Account | Period Amount | One Year Prior Actual | Year to Date | Budget | Budget Remaining | % of Budget Used |
|----------------------|---------|--------------------|-----------------------|---------------------|---------------------|---------------------|------------------|
| Revenue | | | | | | | |
| Interest Earnings | 5310 | \$ 9,872.26 | \$ 2,024.77 | \$ 19,645.33 | \$ 65,000.00 | \$ 45,354.67 | 30.22% |
| Park Impact Fees | 5450 | \$ - | \$ - | \$ 24,477.99 | \$ - | \$ (24,477.99) | 0.00% |
| Revenue | | \$ 9,872.26 | \$ 2,024.77 | \$ 44,123.32 | \$ 65,000.00 | \$ 20,876.68 | 67.88% |
| Revenue Total | | \$ 9,872.26 | \$ 2,024.77 | \$ 44,123.32 | \$ 65,000.00 | \$ 20,876.68 | 67.88% |
| Expense Total | | \$ - | \$ - | \$ - | \$ - | \$ - | 0.00% |

**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: October 2, 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 October 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: Justin Kiraly, Administrative Services Manager

DATE: October 2, 2024

**SUBJECT: CONSIDERATION AND APPROVAL OF ANNUAL
REVIEW OF DISTRICT INVESTMENT POLICY**

BACKGROUND

The District seeks to ensure the prudent management of its financial resources by diversifying its financial resources among various investment accounts, including California CLASS, the Ventura County Pool (VC Pool), and Local Agency Investment Fund (LAIF). By allocating funds among these accounts, the District enhances the security of its investments while aiming for liquidity, return, and risk management in line with public agency guidelines.

Each of these investment options is selected based on their compliance with the provisions outlined in Sections 53600 et seq, of the Government Code of California, which governs the investment of public funds. This code provides guidance on matters such as the prioritization of safety, liquidity, and yield, and the need to safeguard public funds while maximizing returns. The District ensures that its investment decisions are made with a conservative approach, prioritizing safety and the maintenance of adequate cash flow for operations. As a best practice, the Investment Policy should be reviewed on an annual basis.

ANALYSIS

The Board recently reviewed and updated the Investment Policy on June 7, 2023, with Board Resolution No. 740. This review confirmed that the policy was in full compliance with state law and met the District's investment objectives.

Staff took the policy to the July 23, 2024 Finance Committee for discussion, and it is now being presented to the Board with the recommendation of no changes. The Investment Policy continues to emphasize the principles of safety, liquidity, and yield which are the core tenets guiding public investment strategies.

FISCAL IMPACT

There is no Fiscal impact with this item.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goal and Strategy:

- **1.2:** Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

RECOMMENDATION

Staff recommends the Board review the Investment Policy with the suggestion of no changes this year.

ATTACHMENTS

- 1) PVRPD Investment Policy (4 pages)



PLEASANT VALLEY RECREATION AND PARK DISTRICT

INVESTMENT POLICY

Board Approved

June 7, 2023

The Investment Policy set forth by the Pleasant Valley Recreation and Park District is to invest public funds in a manner that will provide the highest investment return with maximum security while meeting the daily cash flow demands of the District and conforming to all State and local statutes governing the investment of public funds.

OBJECTIVES

The cash management system of the Pleasant Valley Recreation and Park District is designed to accurately monitor and forecast expenditures and revenues, thus insuring the investment of monies to the fullest extent possible. Consistent with this factor, the State Legislature has declared the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (Government Code (GC) §53600.6 and §53630.1). Government Code Section 53601, et seq., allows the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency.

Government Code §53646(a) states that the fiscal officer of a local agency is required to annually prepare and submit an investment policy and such policy, and any change thereto, is to be considered by the local agency's legislative body at a public meeting.

CRITERIA FOR SELECTING INVESTMENTS

SAFETY

Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

CREDIT RISK

Credit risk is defined as a risk of loss due to failure of the issuer of the security. The risk shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio so that the failure of any one issuer does not unduly harm the District's capital base and cash flow.

MARKET RISK

Market risk is defined as market value fluctuations due to overall changes in the general level of interest rates. This risk shall be mitigated by limiting the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis, eliminating the need to sell securities prior to maturity and avoiding the purchase of long-term securities for the sole purpose of short-term speculation.

LIQUIDITY

The District's investment portfolio shall be structured in a manner which will provide funds



PLEASANT VALLEY RECREATION AND PARK DISTRICT

INVESTMENT POLICY

Board Approved

June 7, 2023

from maturing securities and interest payments to meet anticipated cash flow demands. Additionally, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets.

YIELD

The District's investment portfolio shall be designed with the objective of attaining a market rate of return throughout market and economic cycles, commensurate with the District's risk constraints and cash flow characteristics of the portfolio. These policies specifically prohibit trading securities for the sole purpose of speculating or taking an unhedged position on the future direction of interest rates.

AUTHORIZED AND SUITABLE INVESTMENTS

All investments shall be made in accordance with Sections 53600 et seq., of the Government Code of California. The Investment Policy applies to all financial assets of the District. The Pleasant Valley Recreation and Park District can diversify its investments by security type and institution. Permitted investments/deposits include:

- a) Local Agency Bonds
- b) U.S. Treasury Obligations
- c) State Obligations
- d) CA Local Agency Obligations
- e) U.S. Agency Obligations
- f) Repurchase Agreements
- g) Collateralized Bank Deposits
- h) Bank/Time Deposits
- i) County Pooled Investment Funds
- j) Joint Power Authority Pool
- k) State Pool Local Agency Investment Fund
- l) The Local Agency Investment Fund (LAIF)
- m) CalTRUST

Other permitted investments/deposits with percentage and maturity limits are:

- a) Bankers' Acceptance, Foreign/Domestic - with a minimum rating of "A1" by Standard & Poor's or "P1" by the Federal Reserve System and the maturity does not exceed 180 days maturity or 40% of the total portfolio.
- b) Commercial Paper – Short-term instruments with fixed coupons, fixed maturity and no call provisions issued by corporations organized and operating within the United States, with an "A1/P1" rating or better. Purchases may not exceed 270 days maturity or 25% of the portfolio.
- c) Negotiable Certificates of Deposit – Issued by nationally or state-chartered banks; savings or federal associations; state or federal credit unions; or federally licensed or state licensed branches of foreign banks. Purchases may not exceed 30% of the



PLEASANT VALLEY RECREATION AND PARK DISTRICT

INVESTMENT POLICY

Board Approved

June 7, 2023

portfolio and final maturity may not exceed five (5) years from date of purchase.

d) CD Placement Services (CDAR's) – 30% not exceeding five (5) Years

e) Medium-Term "A" Rated Notes – A maximum of five (5) years until maturity issued by corporations organized and operating within the United States and rated in the rating category of "A-" or better of Moody's Investment Services, Inc. and Standard and Poor's Corporation. Purchases may not exceed 30% of the portfolio.

f) Money Market Funds - provided that no deposit made pursuant to this paragraph in any one institution shall exceed the amount insured by the Federal Deposit Insurance Corporation. They must have the highest rating from at least two nationally recognized statistical ratings organization (NRSRO's), must maintain a daily principal per share value of \$1.00 per share and distribute interest monthly, and must have a minimum of \$500 million in assets under management and funds shall not exceed 20% of the District total portfolio.

g) Mortgage Pass-Through Securities "AA" Rating – 20% not exceeding (5) Years

No more than 30% of the total portfolio shall be invested in any single type of investment. (*Note: Pooled investments, consisting of a variety of instruments, are not subject to this 30% rule. Such pools include The Local Agency Investment Fund, California CLASS, and the Ventura County Treasury Fund.*)

RESPONSIBILITIES

Responsibilities of the Accounting Department

The Accounting Department is charged with the responsibility for maintaining custody of all public funds and securities belonging to or under the control of the District, and for the deposit and investment of those funds in accordance with principles of sound treasury management and with applicable laws and ordinances.

Responsibilities of the District's Auditing Firm

The District's auditing firm's responsibilities shall include but not be limited to the examination and analysis of fiscal procedures and the examination, checking and verification of accounts and expenditures. A review of the District's investment program is a part of the responsibility described above.

Responsibilities of the Board of Directors

The Board of Directors shall annually review and approve the written Investment Policy. As provided in the Policy, the Directors shall receive, review, and accept quarterly and monthly investment reports, per California Government Code section 53646, and Government Code section 53607, which will be included in Financial Reports at regularly scheduled meetings.

The Board and persons authorized to make investment decisions subject to these policies are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee



**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

INVESTMENT POLICY

Board Approved

June 7, 2023

shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in the next issued quarterly report and appropriate action are taken to control adverse developments. When a deviation poses a significant risk to the District's financial position, the Board shall be notified immediately.

Investment Policy

| Investment Policy Date | Investment Policy Resolution Number |
|-------------------------------|--|
| 7/2/2008 | No Resolution |
| 7/1/2009 | No Resolution |
| 7/7/2010 | No Resolution |
| 7/6/2011 | No Resolution |
| 7/11/2012 | No Resolution |
| 7/10/2013 | No Resolution |
| 7/2/2014 | No Resolution |
| 4/1/2015 | No Resolution |
| 9/1/2021 | Resolution No. 689 |
| 6/7/2023 | Resolution No. 740 |

**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: October 2, 2024

**SUBJECT: CONSIDERATION AND APPROVAL FOR THE
ISSUANCE OF A REQUEST FOR PROPOSAL (RFP) FOR
TYPE II SLURRY SEAL AND STRIPING AT VARIOUS
PARK PARKING LOTS**

BACKGROUND

The District is committed to maintaining and enhancing the infrastructure of its parks and facilities to ensure the safety, functionality, and aesthetic appeal of these public spaces. A critical component of this infrastructure is the parking lots, which serve as the entry points for park visitors and contribute to the overall accessibility and usability of the parks.

As part of this ongoing effort to infrastructure management and proactive maintenance, Staff has identified the need for Type II slurry seal and striping at various park parking lots. The slurry seal is a preventative maintenance treatment designed to protect the surface and asphalt from water infiltration, weathering, and deterioration, thereby preserving the integrity of the pavement, extending its lifespan, and providing clear, visible markings for safe vehicle and pedestrian use.

This maintenance project will not only enhance the physical condition of the parking lots but also improve the overall user experience, demonstrating the District's ongoing investment in park infrastructure and public safety.

ANALYSIS

The Type II slurry seal is a pavement preservation method that involves applying a mixture of asphalt emulsion, aggregate, and other additives to the surface of existing asphalt pavement. This process fills small cracks and voids, providing a new wearing surface and restoring the pavement's original appearance. The application of new striping ensures that parking spaces, directional arrows, and other markings are clearly visible, enhancing safety and organization.

The parks identified for this maintenance work include:

1. Dos Caminos Park
2. Mel Vincent Park
3. Pitts Ranch Park
4. Pleasant Valley Fields

A detailed inspection of these parking lots revealed various levels of wear and tear, with surface cracking and faded striping being the most common issues. Applying Type II slurry seal and restriping will address these problems and help prevent more significant damage that could result in higher repair costs in the future.

The scope of work will include the cleaning of existing pavement surfaces, applying Type II slurry seal, and re-striping of parking stalls and other pavement markings. The project aims to complete the work with minimal disruption to park activities while ensuring compliance with all relevant safety and environmental standards.

The RFP process will involve:

1. Advertisement of the RFP through appropriate channels.
2. Pre-bid meeting to address contractor questions.
3. Evaluation of submitted proposals based on qualifications, experience, and cost.
4. Selection of the most responsive and responsible bidder.

FISCAL IMPACT

There is no fiscal impact with the action on this item. The estimated cost for the Type II slurry seal and striping at the various park parking lots is approximately \$495,150. This amount has been budgeted in the Fiscal Year 2024-2025 Capital budget. The actual cost will be determined through the competitive bidding process, and Staff will return to the Board with a recommendation for contract award once bids have been received and evaluated.

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

Staff recommends the Board of Directors authorize Staff to issue a Request for Proposal (RFP) for the Type II slurry seal and striping at the designated park parking lots.

ATTACHMENTS

- 1) Request For Proposal – Type II Slurry Seal (75 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

**VARIOUS PARKS - PARKING LOT SLURRY SEALING
PROJECT**

FISCAL YEAR 2024-2025

SPEC NO. SSVPL-24-25

BID OPENING: TUESDAY, NOVEMBER 12, 2024, AT 10:00 A.M.

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

PARKING LOT SLURRY SEALING PROJECT

SPEC NO. SSVPL-24-25

FISCAL YEAR 2024-2025

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Nick Marienthal, Park Supervisor

Date 10/1/2024

PLEASANT VALLEY RECREATION & PARK DISTRICT
PARKING LOT SLURRY SEALING PROJECT

SPEC NO. SSVPL-24-25

FISCAL YEAR 2024-2025

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

FOR THE

**PARKING LOT SLURRY SEALING PROJECT
SPEC NO. SSVPL-24-25**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation And Park District, 1605 E. Burnley Street Camarillo, CA 93010, up to the hour of **10:00 A.M. Tuesday, November 12, 2024**, at which time they will be publicly opened and read aloud in the **Conference Room 1605 E. Burnley St, Camarillo, California**, for performing the following work:

**PARKING LOT SLURRY SEALING PROJECT
SPEC NO. SSVPL-24-25**

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

The words "**PARKING LOT SLURRY SEALING PROJECT, SPEC. NO. SSVPL-24-25**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Supervisor, Nick Marienthal, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **Wednesday, October 30, 20224, at 10:00 A.M., at Pleasant Valley Fields 200 West Park Court, in the West Parking Lot, Camarillo, CA 93010.**

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to be completed. The work will take place at **Pleasant Valley Fields, 200 Westpark Court, Mel Vincent Park, 668 Calistoga Road, Pitts Ranch Park, 1400 Flynn Road, Bob Kildee Park, 1030 Temple Avenue, Dos Caminos Park 2198 North Ponderosa Road, in Camarillo, California**, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE ENGINEER'S ESTIMATE FOR THIS PROJECT IS: N/A.

COMPLETION OF WORK: All work to be done under this contract shall be completed within **THIRTY (30) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Engineer.

LIQUIDATED DAMAGES: Liquidated damages of \$250/day will apply to this project. See Special Provisions for detailed information on liquidated damages.

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/request-for-proposals-bids>.

STATE LABOR STANDARDS & WAGE REQUIREMENTS: In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article IX of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

AWARD OF CONTRACT: Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

SUBCONTRACTOR'S LIST: Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid or \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

BID GUARANTY: Bids must be accompanied by cash, or by cashier's or certified check made payable to the Pleasant Valley Recreation & Park District, or by a **bid bond** executed by an

admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the Pleasant Valley Recreation & Park District as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 7-3.2 of the 2021 Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "**C 32**" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

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

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

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

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

INSTRUCTIONS TO BIDDERS

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

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **PARKING LOT SLURRY SEALING PROJECT, SPEC NO. SSVPL-24-25**. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

DELIVERY OF BIDS: The bids shall be delivered by the time and to the place stipulated in the "Notice Inviting Sealed Bids." It is the bidder's sole responsibility to see that his or her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present at bid opening.

MODIFICATIONS AND ALTERNATIVE BIDS: Unauthorized conditions, limitations, or provisos attached to a bid will render it unresponsive and may cause its rejection. The complete bid forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative bids will not be considered unless called for. No oral, telegraphic, or telephonic bid or modifications will be considered.

WITHDRAWAL OF BID: The bid may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his or her duly authorized representative, and is filed with the Clerk of the Board. **No bid may be withdrawn during the period of sixty (60) days after the opening of bids.**

BID GUARANTY: Each bid shall be accompanied by cash, or a cashier's or certified check, or by a bid bond in the amount of **ten percent (10%)** of the amount named in the bid. Said check or bond shall be made payable to the District and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within fifteen (15) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the District. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the District, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN BIDS: In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit

basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total Item Amount" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total Item Amount" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit costs.

If the "Total Contract Amount" does not equal the sum of the item totals, then the Engineer, after resolving any discrepancy in the item price totals, shall sum the total column and the resultant amount shall be considered the "Total Contract Amount".

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specifications. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidder**" bound herein. No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract", is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or from a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Information Required of Bidders." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

SUBCONTRACTOR'S LIST: Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid or \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefor.

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

TAXES: No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

DISQUALIFICATION OF BIDDERS: More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bidders, will disqualify a Bidder.

RETURN OF BID GUARANTIES: Within **ten (10) days** after award of the contract, the District will return the bid guaranties made by check accompanying each of the bids except for the three (3) lowest bidders. All other bid guaranties made by check will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany. Bid guaranties made by bond shall be void according to the bid bond language, page D-1.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within **sixty (60) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the District written notice of the withdrawal of his or her bid.

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

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate on an "occurrence" basis, for bodily injury, personal injury, and property damage, and a \$10,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.

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

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

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

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

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per occurrence or claim, and \$2,000,000 policy aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The District, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Builder’s risk insurance. Upon commencement of construction and with approval of District, Contractor shall obtain and maintain builder’s risk insurance for the entire duration of the project until only the District has an insurable interest. The Builder’s Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the project following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the project.

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to District to ensure adequacy of terms and sublimits and shall be submitted to the District prior to commencement of construction.

Other provisions or requirements

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

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

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

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

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

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

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

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

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

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to District for review.

Agency's right to revise requirements. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the District and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

Timely notice of claims. Contractor shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

BONDS: The required bonds in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement and throughout the duration of the work.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum

of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. **The payment bond shall be unconditional and remain in force during the entire term of the contract** agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers

SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND: All insurers are to be rated A or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances. All sureties shall be admitted surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the District object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the District the following documents:

- (a) A copy of the “Certificate of Authority” of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the “Certificate of Authority” of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the “Certificate of Authority” of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to timely deliver these documents shall require the District to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond’s validity.

EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

EMPLOYMENT OF APPRENTICES: Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

WAGE RATES: In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

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

SAFETY PERMIT: The Contractor, and not the District, shall be responsible for performing safety inspections for this project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Engineer prior to commencement of work.

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

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

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

PARKING LOT SLURRY SEALING PROJECT

SPEC NO. SSVPL-24-25

FISCAL YEAR 2024-2025

PLEASANT VALLEY RECREATION & PARK DISTRICT

**BID FOR THE
PARKING LOT SLURRY SEALING PROJECT**

SPEC NO. SSVPL-24-25

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as “**PARKING LOT SLURRY SEALING PROJECT, SPEC NO. SSVPL-24-25**” which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2021 Edition):

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**PARKING LOT SLURRY SEALING PROJECT, SPEC NO. LLPG-24-25**”, for the sum set forth in the following schedule:

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

**PARKING LOT SLURRY SEALING PROJECT
SPEC NO. SSVPL-24-25**

BID SCHEDULE

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

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

Bidder Name

Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 202__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$_____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

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

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

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

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

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

(9) List at least three (3) completed _____ projects completed in the last __ months:

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

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

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

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

Date of Inspection: _____

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

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

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

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

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

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

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

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

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

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

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

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

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

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

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

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

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

QUESTIONNAIRE

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

Yes _____ No _____

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

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

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

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

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

Contractor's State License Number and Classification

License Expiration Date

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

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

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

The undersigned declares:

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

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

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

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

AGREEMENT

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

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

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "PARKING LOT SLURRY SEALING PROJECT, SPEC NO. PPG-24-25" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within **Thirty-five (35) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

ARTICLE IV: The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges the provisions of Labor Code Section 1860 requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies that it is in compliance with such provisions.

ARTICLE VII: The Contractor shall supply the District with Certificates evidencing all required insurance policies as described in the Instructions to Bidders.

ARTICLE VIII: The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under Labor Code Sections 17771.1 and 1777.7 is prohibited from working on this Project.

ARTICLE IX: Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>) and the contractor shall post all required job site notices. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor agrees that eight hours' labor constitutes a legal day's work.

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 5-3.2 of the 2021 Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 5-3.3 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

Dated _____, 202_

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 202_

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

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

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

PARKING LOT SLURRY SEALING PROJECT

SPEC NO. SSVPL-24-25

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 202__.

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

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

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

Labor Code Section 3700

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

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

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

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

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

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

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

APPRENTICESHIP REQUIREMENTS

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

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

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

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

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

NOTICE

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

SCOPE OF WORK: This project will take place within the Pleasant Valley Recreation & Park District. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

LOCATION OF WORK: The work will take place at 848 Vista Coto Verde in Camarillo, California.

STANDARD SPECIFICATIONS: The Standard Specifications of the District are contained in the 2021 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California (“Greenbook”). Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

LEGAL ADDRESS OF CONTRACTOR: The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the District to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

RECOVERY OF DAMAGES: The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

MONIES MAY BE RETAINED: The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the Engineer, incurred by the District, for which the Contractor is liable under the contract.

SALES AND/OR TAXES: Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

ALLOWABLE VARIATION: When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

PROTECTION OF PUBLIC UTILITIES: The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the District or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

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

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

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

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

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

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

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

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

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

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

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION SCHEDULES: Prior to issuing the "Notice to Proceed", the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Engineer, at the time of the preconstruction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Engineer within two (2) working days. The "Notice to Proceed" will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Engineer will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time project completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

CONSTRUCTION WORKING HOURS: The Contractor's regular hours of work will be from 7:00 AM to 5:00 PM on all working days as defined in Section 1-2 of the Greenbook .

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

PARKING LOT SLURRY SEALING PROJECT

SPEC NO. SSVPL-24-25_____

FISCAL YEAR 2024-2025

1. GENERAL

A. THE REQUIREMENT: All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2021 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans ("Greenbook"). In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

B. DEFINITION OF TERMS: Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Director, Engineer - The District's Public Works and District Engineer, acting either directly or through authorized agents. Also referred to herein as District Engineer.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

C. SCOPE AND CONTROL OF THE WORK:

PROJECT PLANS: The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications.

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

“2-1.1 Plans and Specifications. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.”

Section 2 is amended by adding thereto the following new Subsection 2-1.2 Record Drawings:

“2-1.2 Record Drawings.

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of “as built” conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.”

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within Thirty **(30) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Engineer.

(2) In the event that the Engineer is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

E. FINAL INVOICE AND PAYMENT:

(1) Whenever in the opinion of the Engineer the Contractor shall have completely performed the contract on his or her part, the Engineer shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein

agreed to be done by the Contractor. The Contractor will then submit to the Engineer for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. District will pay this invoice less any amounts District is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Ventura County Recorder, the District shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts, and shall release the faithful performance bond and the labor and material bond once all applicable disputes have been resolved. The District will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

F. RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 7-3.2 of the 2021 Standard Specifications for Public Works Construction.

G. SUBSTITUTION OF SECURITIES FOR RETENTION: Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the District.

H. NO PERSONAL LIABILITY: No agent of the Pleasant Valley Recreation & Park District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

I. UNPAID CLAIMS: If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by

Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

J. ADDITIONAL SURETY: If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Engineer within fifteen (15) days after notice and, in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

K. NOISE CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

L. PERMITS AND LICENSES: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the District has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

M. PAYMENTS: Attention is directed to Subsection 7-3.2 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

N. LEGAL ACTIONS AGAINST THE DISTRICT: In the event litigation is brought against the District concerning compliance by the District with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the District prohibits the Contractor from performing all or any portion of the work, the delay will be considered a utility delay within the meaning of Subsection 4-2.5 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the District is prohibited from requiring the Contractor to perform all or any portion of the work, the District may, if it so elects, eliminate the enjoined work pursuant to Section 2-7 of the Standard Specifications or terminate the contract in accordance with Subsections 6-6 and 6-7 of the Standard Specifications.

(3) If the final judgment in the action prohibits the District from requiring the Contractor to perform all or any portion of the work, the District will either eliminate the enjoined work pursuant to Section 2-7 of the Standard Specifications or terminate the contract in accordance with Subsections 6-6 and 6-7 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the Engineer deems necessary to secure the project for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.

[6] Provide the Engineer with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Engineer may request.

[7] Dispose of materials not yet used in the work as directed by Engineer. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 7-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the District all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Engineer may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 7-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the District.

[3] When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Engineer formally accept the contract, and immediately upon and after such acceptance by the

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

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District, or otherwise disposed of as directed by the Engineer.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in excess of

that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

O. TRENCHING: In accordance with Section 6705 of the California Labor Code,

No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural engineer employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees.

The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code."

In addition, pursuant to Public Contracts Code § 7104, if the project involves digging trenches or other excavations that extend deeper than four feet below the surface:

(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties."

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

P. CHANGES IN WORK:

The following Section is hereby added:

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

Q. CONTROL OF MATERIALS:

The following sections are added to Section 4:

"4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the District's Board, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within a reasonable time as

determined by the Engineer, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Engineer in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Engineer prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.”

“4-4.1 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.”

Section 4-5 shall be replaced with the following:

“4-5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.”

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

S. CONFERENCES AND MEETING: When and as directed by the Engineer, the Contractor shall attend all conferences and meetings that the Engineer deems necessary for the proper progress of work under this contract.

T. UNDERGROUND SERVICE ALERT: Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification

center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be

presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.”

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

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

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

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

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

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

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

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

“20104.2. Claims; requirements; tort claims excluded

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Y. DELAYS AND EXTENSIONS OF TIME

6-4.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-4.2 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

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

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

2. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL: In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Engineer with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Engineer.

B. UTILITIES: It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations, and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Engineer. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Engineer. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

C. LOCATION: The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

D. RELOCATION: The second sentence of the last paragraph of Subsection 402-4 of the Standard Specifications is hereby deleted and replaced with the following:

“When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or

subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.”

E. DELAYS: The second paragraph of Subsection 402-5 is hereby deleted and replaced with the following two paragraphs:

“The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 402-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.”

F. AIR POLLUTION CONTROL

Section 3-12.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

“The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

G. WATER POLLUTION: The Contractor shall comply with the requirements of Subsection 3-12.6 of the Standard Specifications and shall conduct his or her operations so as to prevent portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

H. PROJECT APPEARANCE: The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

I. WORK HOURS: The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Engineer.

In the event work is allowed by the Engineer outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Engineer as a matter of public safety or to otherwise insure the quality of the work.

J. CONSTRUCTION YARD: It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer and must be free of objectionable material. The Contractor must submit to the Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Engineer. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite and if such location is used, it shall be submitted in writing and approved by the District Engineer. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

K. SANITARY CONVENIENCE: Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Engineer, and the use of such facilities shall be strictly enforced by the Contractor.

L. INSPECTION: The Engineer, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Engineer or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer or his or her authorized agent and accepted or estimated for payment.

M. RESPONSIBILITY OF THE DISTRICT: The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

N. RECYCLING OF MATERIALS: Contractor's Obligation. Recycling of asphalt concrete, portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

O. TRAFFIC AND ACCESS: *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Engineer.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-

weather paved pedestrian walkway shall be provided at all times, except as permitted by the Engineer. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

P. STREET CLOSURES, DETOURS, BARRICADES, PARKING: Street closures will not be allowed, except as specifically permitted by the Engineer.

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

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Engineer for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: "Traffic Control" no additional compensation will be allowed therefor.

TECHNICAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

PARKING LOT SLURRY SEALING PROJECT

SPEC NO. SSVPL-24-25

Locations:

- 1) Dos Caminos Park – 2198 N Ponderosa Rd. Camarillo, CA. 93010**
- 2) Mel Vincent Park - 668 Calistoga Rd. Camarillo, CA. 93010**
- 3) Pitts Ranch Park – 1400 Flynn Rd. Camarillo, CA. 93012**
- 4) Pleasant Valley Fields – 200 Westpark Court, Camarillo, CA. 93012**

See Attachments

Technical Specifications for Parking Lot Maintenance

1 1. Crack Sealing (Cold Pour)

Materials:

- **Crack Sealant:** Cold-applied asphalt emulsion crack sealant meeting ASTM D3405 or ASTM D6690 Type I.
- **Primer:** If required, use an asphalt-based primer compatible with the crack sealant.

Equipment:

- Crack cleaning tools such as wire brushes or compressed air to remove debris.
- Pour pots or hand-held applicators for applying the sealant.
- Squeegees for ensuring even coverage.

Preparation:

- **Crack Cleaning:** Remove loose material, debris, and vegetation from the cracks using compressed air or hand tools.
- **Crack Drying:** Ensure the cracks are dry before applying sealant.

Application:

- **Temperature:** Apply sealant when pavement temperature is between 40°F and 100°F.
- **Filling:** Pour the sealant directly into the cracks until slightly overfilled.
- **Tooling:** Use a squeegee to smooth the sealant and ensure it fills the crack evenly.

Curing:

- Allow 24 to 48 hours for the sealant to cure before opening the area to traffic, as per the manufacturer's recommendations.

2. Type II Slurry Sealing

Materials:

- **Aggregate:** Crushed, angular, Type II aggregate conforming to ISSA A143 standards.
- **Emulsion:** Polymer-modified asphalt emulsion meeting ISSA A143 specifications.
- **Water:** Potable water free of harmful salts and contaminants.
- **Additives:** Mineral fillers like Portland cement, hydrated lime, or aluminum sulfate as required.

Equipment:

- Slurry seal mixing machine with continuous flow mixing and agitating capabilities.
- Spreader box with augers and a drag box for even distribution.

Preparation:

- **Surface Cleaning:** Remove all loose material, dust, and debris using mechanical sweepers and high-pressure air.
- **Crack Sealing:** Perform crack sealing as specified above, ensuring all cracks are sealed before slurry application.
- **Surface Priming:** If required, apply a tack coat to improve adhesion.

Application:

- **Mixing:** Blend aggregate, emulsion, water, and additives to achieve a homogeneous mix.
- **Spreading:** Apply the slurry mix uniformly over the pavement using the spreader box. Maintain consistent thickness and ensure no ridges or uneven surfaces.
- **Edge Control:** Use edge protectors to ensure clean and straight edges along curbs and gutters.

Curing:

- Allow the slurry seal to cure for 24 to 48 hours, depending on weather conditions and manufacturer's recommendations, before allowing traffic.

3. Striping and Curb Painting**Materials:**

- **Paint:** Traffic-grade, waterborne or solvent-borne paint conforming to state DOT standards (e.g., Caltrans for California).
- **Glass Beads:** For reflective striping, use glass beads meeting AASHTO M247 standards.

Equipment:

- Airless or air-atomized striping machine.
- Stencils for specific markings (e.g., handicap symbols, arrows).
- Wire brushes or mechanical grinders for surface preparation.

Preparation:

- **Surface Cleaning:** Ensure the surface is clean, dry, and free of loose material, oil, and debris.
- **Layout:** Mark the layout using chalk lines or temporary paint.

Application:

- **Temperature:** Apply paint when the pavement temperature is above 50°F and below 95°F.
- **Striping:** Apply paint using a striping machine at the specified thickness and width. For reflective striping, apply glass beads immediately after the paint.
- **Curb Painting:** Use brushes or rollers to apply paint to curbs, ensuring even coverage and avoiding drips.

Curing:

- Allow the paint to dry and cure per the manufacturer's recommendations before allowing traffic.

General Notes

- **Weather Conditions:** Do not apply materials during rain or when rain is imminent within 24 hours of application.
- **Traffic Control:** Implement appropriate traffic control measures to protect workers and ensure the safety of the public.
- **Quality Control:** Regularly check the work to ensure compliance with specifications, including material quality, application thickness, and curing times.

APPENDIX A

CONSTRUCTION DRAWINGS

See Attachments

**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: October 2, 2024

**SUBJECT: CONSIDERATION AND APPROVAL FOR THE
SELECTION AND AUTHORIZATION TO PURCHASE
PLAYGROUND EQUIPMENT FOR QUITO AND
CALLEGUAS CREEK PARKS**

BACKGROUND

The adopted FY 2024-2025 Capital Improvement Projects Budget allocated \$400,000 for the purchase and installation of new replacement playground(s) at parks to be determined by staff. As part of the playground replacement plan and park improvement initiative, the District has identified Quito Park and Calleguas Creek Park as priority sites due to the age and condition of the existing equipment.

Quito Park has the oldest playground in the District, with equipment that was last replaced in 1996. Calleguas Creek Park's playground equipment was last replaced in 2000 and is also in need of modernization. The existing playground equipment no longer meets current safety and accessibility standards and must be replaced to enhance the overall safety and accessibility of these playgrounds overall. While no formal public outreach was conducted for this project, staff reviewed industry best practices (age of equipment, maintenance, ability to locate broken parts etc.) and current safety standards to ensure that the selected options for play equipment will meet the needs of the community and align with the District budget.

ANALYSIS

After evaluating several vendors and playground equipment options, staff selected Play & Park Structures for the playground equipment replacement. This decision was based on multiple factors, including the cost-effectiveness of the equipment, the vendor's proven past performance working with the District, and their familiarity with the City of Camarillo and State building code compliance requirements. These considerations demonstrate a comprehensive approach to vendor selection that prioritizes quality, reliability, and compliance.

Furthermore, the proposed equipment from Play & Park Structures includes a variety of play features suitable for children of different ages and abilities. This inclusivity in design ensures that the playground will be engaging and accessible to a wide range of youth, promoting a safe and enjoyable play environment for all users. Moreover, each option was tailored to offer unique play

features that enhance the overall playability and engagement for park visitors. By providing a variety of play features, the proposed options aim to cater to the diverse needs of youth and the community.

Staff worked closely with the vendor to develop two different options for each site, Quito Park and Calleguas Creek Park, while adhering to the allocated budget of \$400,000 for this year's Capital Improvement Program (CIP). All options include equipment that satisfies safety and accessibility standards while offering distinct play features. Additionally, the selected designs have been carefully chosen to fit within the existing footprint of the current playground structures, minimizing disruption to the surrounding park space and preserving the overall layout of each park. This approach ensures a seamless integration of the new equipment while enhancing the play experience for the community. This comprehensive approach allows the Board of Directors to select the option that best fits with the specific needs of the District's parks at Calleguas Creek Park and Quito Park.

Calleguas Creek Park (prices include demo, install, and discount):

1. Option #1: \$111,542.16
 - a. Recommended for ages 5 to 12
 - b. 14 Total Play Components / 7 elevated components
 - c. User Capacity 40-50
 - d. Pour In Play Area leads to play equipment
 - e. Swings include reflection selfie swing and belt swings
2. Option #2: \$120,074.80
 - a. Recommended for ages 5 to 12
 - b. 12 Total Play Components / 6 elevated components: structures to include slides are higher
 - c. User Capacity 40-50
 - d. Pour In Play Area leads to play equipment
 - e. Swings include reflection selfie swing and belt swings

Quito Park (prices include demo, install, and discount):

1. Option #1: \$ 164,181.49
 - a. Recommended for ages 2 to 5 or 5 to 12
 - b. 14 Total Play Components / 7 elevated components
 - c. User Capacity 45-55
 - d. Pour In Play Area is 184 square feet that leads to play structure
 - e. Swings include reflection selfie swing, tween mate swing and ADA swing
2. Option #2: \$211,354.04
 - a. Recommended for ages 5 to 12
 - b. 16 Total Play Components / 8 Elevated Components
 - c. Climbing Structure
 - d. User Capacity 75-85
 - e. Pour In Play Area leads to play equipment and is under the swings (730 square ft)
 - f. Swings include reflection selfie swing, tween mate swing and ADA swing

A key factor influencing these options is the 55% discount on the play structure being offered by Play & Park Structures. Although the vendor implemented a price increase as of October 1, 2024, they have agreed to hold the previous pricing for the District. This discount allows the District to stretch its funding further, enabling the replacement of playgrounds at both parks within the allocated budget.

FISCAL IMPACT

The total cost for purchasing and installing playground equipment at both Quito Park and Calleguas Creek Park is estimated at \$282,600 - \$338,300, reflecting the 55% discount offered by Play & Park Structures. Without this discount, the project would have exceeded the \$400,000 budget, limiting the District to a single playground replacement. Funding is available through the Capital Improvement Program (CIP).

The tables below outline the cost for each park’s playground option, followed by all the possible total cost combinations based on the playground selection for each park.

| Park | Option #1 Cost | Option #2 Cost |
|----------------------|----------------|----------------|
| Quito Park | \$164,181.49 | \$211,354.04 |
| Calleguas Creek Park | \$111,542.16 | \$120,074.80 |

Cost Combinations

| Calleguas Park Option | Quito Park Option | Total Cost |
|--------------------------|--------------------------|--------------|
| Option #1 (\$111,542.16) | Option #1 (\$164,181.49) | \$275,723.65 |
| Option #1 (\$111,542.16) | Option #2 (\$211,354.04) | \$322,896.20 |
| Option #2 (\$120,074.80) | Option #1 (\$164,181.49) | \$284,256.29 |
| Option #2 (\$120,074.80) | Option #2 (\$211,354.04) | \$331,428.84 |

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

Staff recommends the Board of Directors review and select from the two playground options developed in collaboration with the vendor.

Suggested Actions: A MOTION to:

1. Approve the selection of playground equipment from Play & Park Structures and authorize the purchase of selected equipment for both Quito Park and Calleguas Creek Park in an amount not to exceed \$400,000, **and**

2. Authorize the General Manager to execute the necessary purchase agreements with Play & Park Structures, securing the 55% discount and facilitating the replacement of two playgrounds within the current budget.

ATTACHMENTS

- 1) Professional Services Agreement with Play & Park Structures (8 pages)
- 2) Calleguas Creek Playground Option 1 and Quotes (9 pages)
- 3) Calleguas Creek Playground Option 2 and Quotes (8 pages)
- 4) Quito Park Playground Option 1 and Quotes (7 pages)
- 5) Quito Park Playground Option 2 and Quotes (8 pages)

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

This agreement is made and entered into on this 2nd day of October, 2024 between the **PLEASANT VALLEY RECREATION AND PARK DISTRICT**, a public agency ("District"), and **PLAYCORE WISCONSIN, INC. DBA PLAY & PARK STRUCTURES** a Wisconsin Corporation ("Contractor").

RECITALS

WHEREAS, the District desires to contract with Contractor for certain services necessary for the purchase and installation of the playground located at **Quito Park 7073 Quito Court, Camarillo, CA. 93012** and **Calleguas Creek Park 675 Avenida Valencia, Camarillo, CA. 93012** ("Project").

WHEREAS, Contractor 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

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

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 9, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than **October 30, 2024**. Contractor 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 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 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 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.

4. Independent Contractor Relationship

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Contractor to District being that of an independent contractor. Contractor 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. Contractor 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 Contractor or its staff 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 represents and warrants that the personnel used to provide services to the District pursuant to this Agreement are classified by Contractor as employees. Contractor 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 Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health

benefits to Contractor. In the event that Contractor or any staff of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the District, then Contractor 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 Contractor or any staff Contractor used to provide services under this Agreement are employees of the District.

5. Compliance with Laws

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

6. Environmental Laws.

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

7. Licenses, Permits, Fees and Assessments.

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

8. Payment to Contractor

District shall pay Contractor upon completion of the work within thirty (30) days after receipt of Contractor'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 Contractor's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Contractor's work.

Total Project Cost Not to Exceed: Four Hundred dollars and no cents or \$400,000.00

9. Termination of Contract

Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to the other party. Upon receipt of any notice of termination, Contractor 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 Contractor in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Contractor. 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 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.

10. Insurance

Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance 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, 04/13. 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.

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

Automotive Insurance: 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.

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, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's Manager. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny Contractor access to the Property. Contractor agrees that the provisions of this Section 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. 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 Contractor, 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 Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

11. Indemnification

Contractor shall defend, indemnify, and hold harmless the District, its officers, employees, volunteers, and agents ("District Parties") from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including actual or alleged claims, causes of action, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in connection with performance of work hereunder by Contractor, any subcontractor, anyone directly or indirectly employed by any of them or Contractor's failure to comply with any of its obligations contained in the agreement, unless such claims are caused by the active negligence or misconduct of District and/or District Parties. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement to the District and the District's Parties for all legal expenses and costs incurred by each of them. Contractor's obligation shall not be restricted to insurance or self-insurance proceeds, if any, received by the District or the District's Parties.

12. 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.

13. 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.

14. 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 Contractor: Playcore Wisconsin, Inc. dba Play & Park Structures.
Attn: Clint Whiteside
544, Chestnut Street
Chattanooga, TN 374002

To District: Pleasant Valley Recreation and Park District
Attn: Matthew Parker
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.

15. No Waiver

No failure or delay by District in asserting any of District's rights and remedies as to any default of Contractor shall operate as a waiver of the default, of any subsequent or other default by Contractor, 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.

16. 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.

17. Incorporation of Recitals

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

18. 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.

19. Additional Provisions

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

20. 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.

21. Conflict of Interest.

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.

22. 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.

23. 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

By: _____
Mary Otten, General Manager

CONTRACTOR:
Playcore Wisconsin, Inc. dba Play & Park Structures a
Wisconsin Corporation

By: _____
Name: Clint Whiteside
Its: Director of Sales

SAMPLE

EXHIBIT "A"
LIABILITY INSURANCE REQUIREMENTS

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

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

- ❖ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, **\$4,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ❖ **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- ❖ **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Waiver of Subrogation Endorsement required.
- ❖ **Professional Liability (Errors and Omissions):** *When applicable* – Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- ❖ **Sexual Abuse and Molestation (SAM):** *When applicable* - If the CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation and the work will include contact with minors, Contractor shall obtain and maintain a SAM policy covering with a limit no less than **\$1,000,000** per occurrence or claim.
- ❖ **Insured:** Must match entity named within the agreement.
- ❖ **Insurer's Affording Coverage:** Must have an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District.
- ❖ **Policy Effective/Expiration Date:** Must cover dates of service or event.
- ❖ **Description of Operations:** Must read "Pleasant Valley Recreation and Park District, its elected and appointed officials, agents, volunteers, and employees are listed as an Additional Insured, during and until completion of the referenced project." 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*)

Endorsements – Endorsements must include or state the following:

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

Contractor will furnish all labor and materials necessary to complete work as identified in Quote # XXX (attached)

SAMPLE



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 Marintal
 1605 E. Burnley St
 Camarillo, CA 93010
 Phone: 805-482-1996
 NMarintal@pvrrpd.org

Quote Number: 821-170592B
 Quote Date: 9/13/2024

| Stock ID | Description | Quantity | Weight | Unit Price | Amount |
|----------|--|----------|----------|-------------|-----------------------|
| RDU | CUSTOM DURAMAX 5-12 STRUCTURE | 1 | 2348.171 | \$49,862.00 | \$49,862.00 |
| | 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 | Swings | 1 | 609 | \$6,347.00 | \$6,347.00 |
| | 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 |
| EWF | 118 CY OF EWF | 1 | 0 | \$2,580.00 | \$2,580.00 |
| EWF | EWF FREIGHT (BLOWN IN - PREVAILING WAGE) | 1 | 0 | \$8,916.00 | \$8,916.00 |
| PIP | 162 SF OF PIP ADA RAMP <i>- Scope PIP ADA Ramps 126 SF, 8' CFH Quote includes a 3.25" cushion layer and a 0.5" wear layer Includes a color mix of 50% Black and 50% Green No Design No TTA Aromatic Binder Prevailing Wages Based on good job access Borders / Sub base / Site prep BY OTHERS Security is the responsibility of the Contractor/Customer and is NOT included in our Price. Includes Taxes.</i> | 1 | 0 | \$6,010.00 | \$6,010.00 |
| INSTALL | Labor to Demo existing structure and EWF | 1 | 0 | \$23,185.00 | \$23,185.00 |
| INSTALL | Labor to prep for EWF and PIP for ADA | 1 | 0 | \$32,715.00 | \$32,715.00 |
| INSTALL | Access Install PPS equipment 821-170590 - | 1 | 0 | \$32,715.00 | 102,155.00 |

Per specifications
 - Labor: Prevailing Wage. Conditions-
 Exclusions: Estimate includes demo of existing structures, footings and surfacing along with chain link construction fence. Concrete containment curb to remain. No additional containment is anticipated. Offloading of equipment will be provided as long as everything arrives at once while we are onsite during construction. Additional mobilizations for delays may be subject to additional fees. Staging area will be required within 100 feet of work area along with access to a hose bib for water. Access: Site should be clear, level and allow for unrestricted access of trucks and machinery. Staging area for dumpsters and equipment will be required within 100' of playground. Footer Excavation: Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public or private), tree stumps, rock, or any other concealed materials or conditions that may result in additional labor or materials cost. Utilities: PDPlay will have public utilities marked out prior to digging but it is the owner's responsibility to locate and mark any private utilities. PDPlay is not liable for any damage resulting from an unmarked private utility.

| | | | | | |
|-----|---|---|---|------------|------------|
| FEE | <p>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.</p> | 1 | 0 | \$2,735.00 | \$2,735.00 |
|-----|---|---|---|------------|------------|

Total Weight: 2968.171

SubTotal: \$132,350.00
 Discount: ~~123,155~~ 10

Estimated Freight: \$4,342.30
Tax: \$2,273.96
Total Amount: \$111,542.16

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.

Shipment: order shall ship within 45-60 days after Play & Park Structures' receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

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): _____

Signature: _____

Title: _____

Purchase Amount: _____ \$111,542.16

P.O. No: _____

Date: _____

Phone: _____

E-mail: _____

Order Information

Bill to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Fax: _____

Ship to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Jobsite Contact: _____

Jobsite Phone: _____

Jobsite Fax: _____

Enter desired color palette name: _____

OR

Enter desired color: Uprights (_____)

Decks (_____)

Accents (_____) Roofs/Tubes (_____)

Slides/Panels (_____)

Play & Park Structures of Central Coast CA

By: _____

Salesperson's signature

Salespersons's Signature

Customer's Signature

Callegaus Park - Option 1
675 Avenida Valencia,
Camarillo, CA 93012

Play & Park Structures



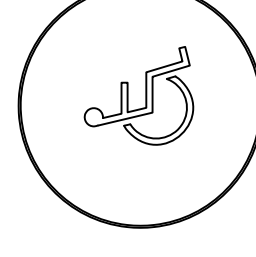
This play equipment is recommended for children ages:
5-12

Minimum Area Required:
61'-0" X 39'-0"

Scale: 1/4" = 1'-0"
This drawing can be scaled only when in an 24" x 36" format

Drawn By:
J. Swiecichowski
Date:
9/13/2024
Quote Number:
821-170592B

play&park structures
A PLAYCORE Company
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com

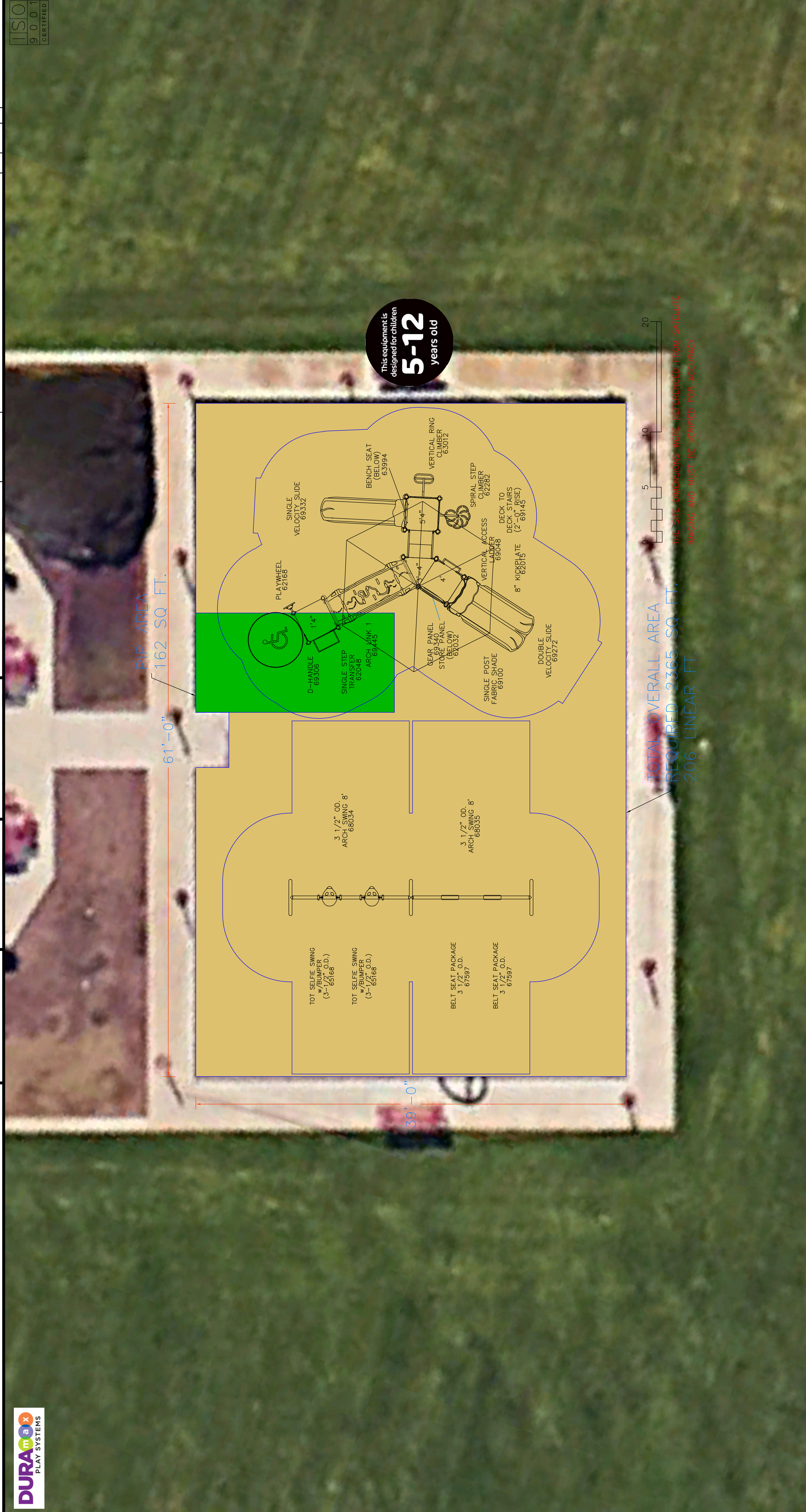


Total Play Components
Elevated Play Components
Elevated Play Components Accessible by Ramp
Elevated Components Accessible by Transfer
Accessible Ground Level Components Shown
Different Types of Ground Level Components

14
7
0
7
7
3

Req.
Req.
Req.
Req.
Req.

User Capacity
40-50
Critical Fall Height
8'-0"



This equipment is designed for children
5-12
years old

TOTAL OVERALL AREA
REQUIRED 2365 SQ FT.
206 LINEAR FT.

THE SITE DIMENSIONS WERE REFERENCED FROM SATELLITE
IMAGERY AND MUST BE VERIFIED FOR ACCURACY.

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. **IMPORTANT:** 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 cushion accidental falls.



UPRIGHT BRONZE

ACCENT SPRING GREEN

DECK BROWN

PLASTIC BEIGE

HDPE YELLOW

HDPE-C N/A

SHADE LIME

ROOF N/A

CABLE N/A

MAX/APEX N/A

CALLEGAUS PARK - OPTION 1

CAMARILLO, CALIFORNIA

821-170592B

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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A PLAYCORE Company

544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM



UPRIGHT BRONZE

ACCENT SPRING GREEN

DECK BROWN

PLASTIC BEIGE

HDPE YELLOW

HDPE-C N/A

SHADE LIME

ROOF N/A

CABLE N/A

MAX/APEX N/A

CALLEGAUS PARK - OPTION 1
CAMARILLO, CALIFORNIA

821-170592B

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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 CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM



UPRIGHT BRONZE

ACCENT SPRING GREEN

DECK BROWN

PLASTIC BEIGE

HDPE YELLOW

HDPE-C N/A

SHADE LIME

ROOF N/A

CABLE N/A

MAX/APEX N/A

CALLEGAUS PARK - OPTION 1

CAMARILLO, CALIFORNIA

821-170592B

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structures[®]

A PLAYCORE Company

544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM



UPRIGHT BRONZE

ACCENT SPRING GREEN

DECK BROWN

PLASTIC BEIGE

HDPE YELLOW

HDPE-C N/A

SHADE LIME

ROOF N/A

CABLE N/A

MAX/APEX N/A

CALLEGAUS PARK - OPTION 1

CAMARILLO, CALIFORNIA

821-170592B

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.



544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM



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 2

Pleasant Valley Recreation & Park District
 Attn: Nick Marintal
 1605 E. Burnley St
 Camarillo, CA 93010
 Phone: 805-482-1996
 NMarintal@pvrrpd.org

Quote Number: 821-170593B
 Quote Date: 9/23/2024

| Stock ID | Description | Quantity | Weight | Unit Price | Amount |
|----------|--|----------|---------|-------------|-------------|
| RDU | CUSTOM DURAMAX 5-12 STRUCTURE | 1 | 3176.64 | \$54,958.00 | \$54,958.00 |
| | 60919 -- ZIG ZAG ADAPTER | 7 | | | |
| | 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 | | | |
| | 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 | 609 | \$6,347.00 | \$6,347.00 |
| | 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 |
| EWF | 118 CY OF EWF | 1 | 0 | \$2,580.00 | \$2,580.00 |
| EWF | EWF FREIGHT (BLOWN IN - PREVAILING WAGE) | 1 | 0 | \$8,916.00 | \$8,916.00 |
| PIP | 162 SF OF PIP ADA RAMP <i>- Scope PIP ADA Ramps 126 SF, 8' CFH Quote includes a 3.25" cushion layer and a 0.5" wear layer Includes a color mix of 50% Black and 50% Green No Design No TTA Aromatic Binder Prevailing Wages Based on good job access Borders / Sub base / Site prep BY OTHERS Security is the responsibility of the Contractor/Customer and is NOT included in our Price. Includes Taxes.</i> | 1 | 0 | \$6,010.00 | \$6,010.00 |
| INSTALL | Labor to Demo existing structure and EWF | 1 | 0 | \$23,185.00 | \$23,185.00 |
| INSTALL | Labor to prep for EWF and PIP for ADA Access and Install PPS equipment 821-170593 - Per specifications <i>- Labor: Prevailing Wage. Conditions- Exclusions: Estimate includes demo of</i> | 1 | 0 | \$36,725.00 | \$36,725.00 |

existing structures, footings and surfacing along with chain link construction fence. Concrete containment curb to remain. No additional containment is anticipated. Offloading of equipment will be provided as long as everything arrives at once while we are onsite during construction. Additional mobilizations for delays may be subject to additional fees. Staging area will be required within 100 feet of work area along with access to a hose bib for water. Access: Site should be clear, level and allow for unrestricted access of trucks and machinery. Staging area for dumpsters and equipment will be required within 100' of playground. Footer Excavation: Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public or private), tree stumps, rock, or any other concealed materials or conditions that may result in additional labor or materials cost. Utilities: PDPlay will have public utilities marked out prior to digging but it is the owner's responsibility to locate and mark any private utilities. PDPlay is not liable for any damage resulting from an unmarked private utility.

| | | | | | |
|-----|--|---|---|------------|------------|
| FEE | <p>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.</p> | 1 | 0 | \$2,735.00 | \$2,735.00 |
|-----|--|---|---|------------|------------|

Total Weight: 3796.64

SubTotal: \$141,456.00
Discount: \$30,226.90
Estimated Freight: \$6,405.49
Tax: \$2,440.21
Total Amount: \$122,155.80

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.

Shipment: order shall ship within 45-60 days after Play & Park Structures' receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

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): _____

Signature: _____

Title: _____

Purchase Amount: _____ \$120,074.80

P.O. No: _____

Date: _____

Phone: _____

E-mail: _____

Order Information

Bill to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Fax: _____

Ship to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Jobsite Contact: _____

Jobsite Phone: _____

Jobsite Fax: _____

Enter desired color palette name: _____

OR

Enter desired color: Uprights (_____)

Decks (_____)

Accents (_____) Roofs/Tubes (_____)

Slides/Panels (_____)

Play & Park Structures of Central Coast CA

By: _____

Salesperson's signature

Salespersons's Signature

Customer's Signature

Callegaus Park - Option 2
675 Avenida Valencia,
Camarillo, CA 93012

Play & Park Structures



This play equipment is recommended for children ages:

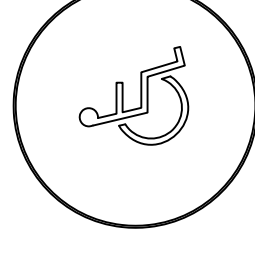
5-12

Minimum Area Required:
61'-0" X 39'-0"

Scale: 1/4" = 1'-0"
This drawing can be scaled only when in an 24" x 36" format

Drawn By:
J. Swiecichowski
Date:
9/13/2024
Quote Number:
821-170593B

play&park structures
A PLAYCORE Company
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com

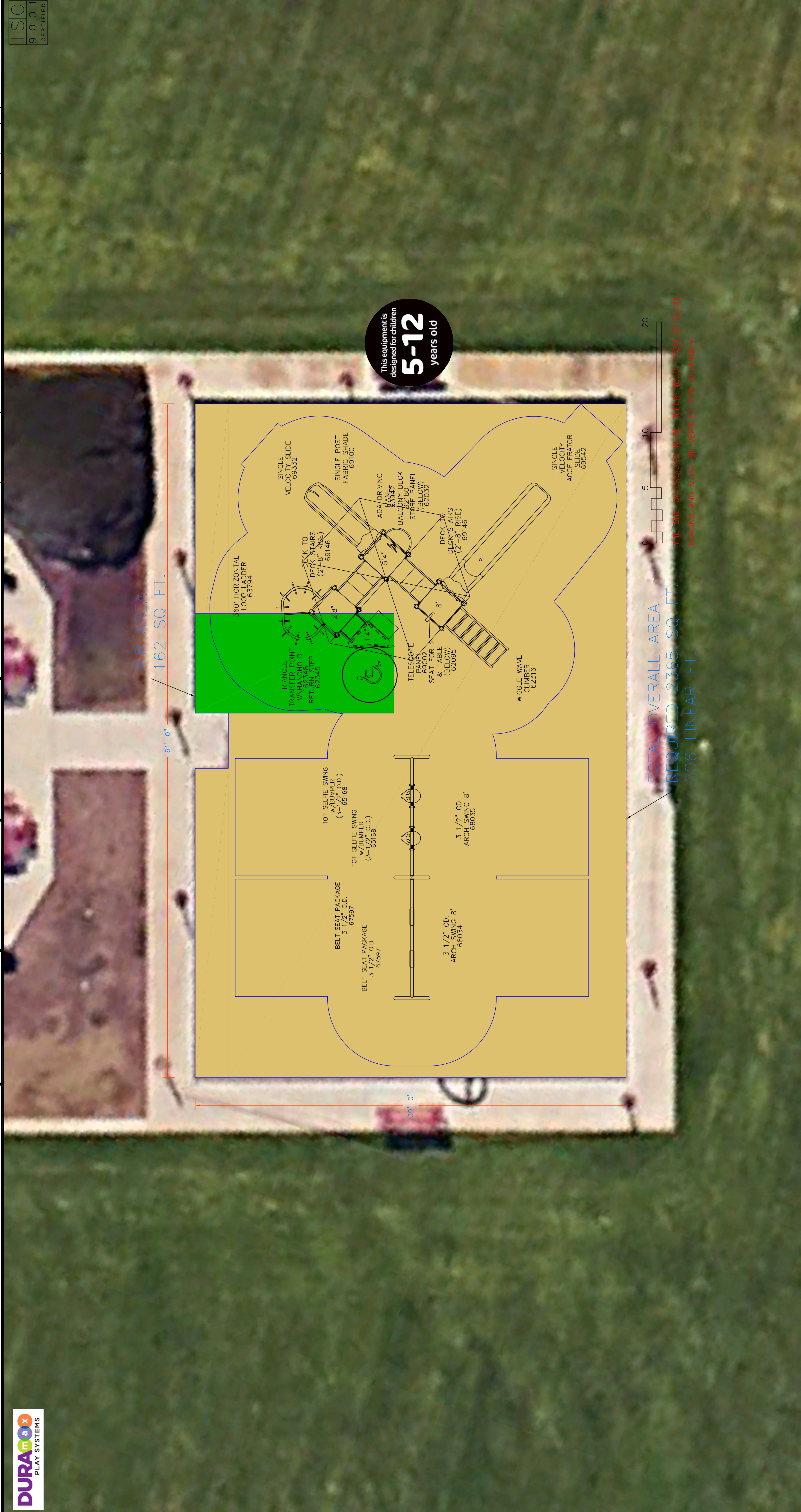


Total Play Components
Elevated Play Components
Elevated Play Components Accessible by Ramp
Elevated Components Accessible by Transfer
Accessible Ground Level Components Shown
Different Types of Ground Level Components

12
6
0
6
6
3

Req. 0
Req. 3
Req. 6
Req. 2
Req. 2

User Capacity
40-50
Critical Fall Height
8'-0"



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. **IMPORTANT:** 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 cushion accidental falls.



UPRIGHT BRONZE

ACCENT CHAMPAGNE/YELLO DECK GRAY

PLASTIC GREEN/SP GREEN

HDPE GREEN/SP GREEN

HDPE-C N/A

SHADE FOREST GREEN

ROOF N/A

CABLE N/A

MAX/APEX N/A

CALLEGAUS PARK - OPTION 2

CAMARILLO, CALIFORNIA

821-170593B

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

play&park
structures[®]

A PLAYCORE Company

544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM



UPRIGHT BRONZE

ACCENT CHAMPAGNE/YELLO DECK GRAY

PLASTIC GREEN/SP GREEN

HDPE GREEN/SP GREEN

HDPE-C N/A

SHADE FOREST GREEN

ROOF N/A

CABLE N/A

MAX/APEX N/A

CALLEGAUS PARK - OPTION 2

CAMARILLO, CALIFORNIA

821-170593B

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CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM



UPRIGHT BRONZE

ACCENT CHAMPAGNE/YELLO DECK GRAY

PLASTIC GREEN/SP GREEN

HDPE GREEN/SP GREEN

HDPE-C N/A

SHADE FOREST GREEN

ROOF N/A

CABLE N/A

MAX/APEX N/A

CALLEGAUS PARK - OPTION 2

CAMARILLO, CALIFORNIA

821-170593B

play&park
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CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM

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UPRIGHT BRONZE

ACCENT CHAMPAGNE/YELLO DECK GRAY

PLASTIC GREEN/SP GREEN

HDPE GREEN/SP GREEN

HDPE GREEN/SP GREEN

HDPE-C N/A

SHADE FOREST GREEN

ROOF N/A

CABLE N/A

MAX/APEX N/A

CALLEGAUS PARK - OPTION 2

CAMARILLO, CALIFORNIA

821-170593B

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structures
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544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM



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 - Option 1

Pleasant Valley Recreation & Park District
 Attn: Nick Marintal
 1605 E. Burnley St
 Camarillo, CA 93010
 Phone: 805-482-1996
 NMarintal@pvrrpd.org

Quote Number: 821-170590A
 Quote Date: 9/6/2024

| Stock ID | Description | Quantity | Weight | Unit Price | Amount |
|----------|---|----------|--------|-------------|-------------|
| RDU | CUSTOM SUPERMAX STRUCTURE | 1 | 2815.5 | \$53,673.00 | \$53,673.00 |
| | 60059 -- 5"OD ALUM UPR 10'W/CAP | 2 | | | |
| | 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 | | | |
| | 69332 -- 5'-4"SGL VELOCITY SLIDE | 1 | | | |
| | 71000 -- SQUARE DECK | 3 | | | |
| | 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 ATTACH | 1 | | | |
| | 71968 -- Shop Panel | 1 | | | |
| | G60041 -- 13'POST W/O CAP GALV | 1 | | | |
| RDU | SWINGS | 1 | 772 | \$12,758.00 | \$12,758.00 |
| | 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 |
| EWF | 214 CY OF EWF - 4,279 SF COVERAGE ____ 12 INCH DEPTH | 1 | 0 | \$4,675.00 | \$4,675.00 |
| EWF | EWF FREIGHT (BLOWN IN - PREVAILING WAGE) | 1 | 0 | \$16,161.00 | \$16,161.00 |
| PIP | 184 SF OF PIP ADA RAMP - Scope PIP ADA Pads 184 SF, 8' CFH 55 LF of Turndown Quote includes a 3.25" cushion layer and a 0.5" wear layer Includes a color mix of 50% Black and 50% Blue No Design No TTA Aromatic Binder Prevailing Wages Based on good job access Borders / Sub base / Site prep BY OTHERS Security is the responsibility of the Contractor/Customer and is NOT included in our Price. Includes Tax. | 1 | 0 | \$7,510.00 | \$7,510.00 |
| INSTALL | Labor to Demo existing structure and sand Labor to prep for EWF and PIP for ADA | 1 | 0 | \$32,920.00 | \$32,920.00 |

| | | | | | |
|---------|---|---|---|-------------|-------------|
| INSTALL | <p>Access Install PPS equipment 821-170590 - Per specifications - Labor: Prevailing Wage. Conditions- Exclusions: Estimate includes demo of existing structures, footings and surfacing along with chain link construction fence. Concrete containment curb to remain. No additional containment is anticipated. Offloading of equipment will be provided as long as everything arrives at once while we are onsite during construction. Additional mobilizations for delays may be subject to additional fees. Staging area will be required within 100 feet of work area along with access to a hose bib for water. Access: Site should be clear, level and allow for unrestricted access of trucks and machinery. Staging area for dumpsters and equipment will be required within 100' of playground. Footer Excavation: Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public or private), tree stumps, rock, or any other concealed materials or conditions that may result in additional labor or materials cost. Utilities: PDPlay will have public utilities marked out prior to digging but it is the owner's responsibility to locate and mark any private utilities. PDPlay is not liable for any damage resulting from an unmarked private utility.</p> | 1 | 0 | \$55,435.00 | \$55,435.00 |
|---------|---|---|---|-------------|-------------|

| | | | | | |
|-----|---|---|---|------------|------------|
| FEE | <p>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.</p> | 1 | 0 | \$2,735.00 | \$2,735.00 |
|-----|---|---|---|------------|------------|

Discount: \$29,520.15
Estimated Freight: \$4,819.67
Tax: \$3,014.97
Total Amount: \$164,181.49

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

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

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): _____

Signature: _____

Title: _____

Purchase Amount: _____ \$164,181.49

Order Information

Bill to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Billing Contact: _____

Billing Phone: _____

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

By: _____

Salesperson's signature

P.O. No: _____

Date: _____

Phone: _____

E-mail: _____

Ship to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Jobsite Contact: _____

Jobsite Phone: _____

Jobsite Fax: _____

Salespersons's Signature

Customer's Signature

PLAY



SITE FURNISHINGS



Shade, Shelter, Dog Agility
Equipment, Outdoor
Fitness Equipment

SPECTATOR SEATING



SURFACING



Quito Park
1605 Burnley St
Camarillo CA 93010

Play and Park Structures



This play equipment is recommended for children ages: 2-5 or 5-12
Minimum Area Required: 102'-11" x 44'-0"

Scale: 1/8" = 1'-0"
This drawing can be scaled only when in an 11" x 17" format

Drawn By:
Tiffany Brown
Date:
9/10/24
Quote Number:
821-170590A

play&park structures
A PLAYCORE COMPANY
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com



Total Play Components
Elevated Play Components
Elevated Play Components Accessible by Ramp
Elevated Components Accessible by Transfer
Accessible Ground Level Components Shown
Different Types of Ground Level Components

14
7
0
7
3
4

User Capacity
45-55
Critical Fall Height
8'-0"



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.

IMPORTANT: 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 cushion accidental falls.



QUITO PARK OPTION 1
CAMARILLO, CA

821-170590A

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.



544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
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QUITO PARK OPTION 1
CAMARILLO, CA

821-170590A

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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 - Option 2

Pleasant Valley Recreation & Park District
 Attn: Nick Marintal
 1605 E. Burnley St
 Camarillo, CA 93010
 Phone: 805-482-1996
 NMarintal@pvrrpd.org

Quote Number: 821-170591A
 Quote Date: 9/13/2024

| Stock ID | Description | Quantity | Weight | Unit Price | Amount |
|----------|---|----------|---------|-------------|-------------|
| RDU | CUSTOM SUPERMAX UNIT | 1 | 3343.74 | \$63,250.00 | \$63,250.00 |
| | 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 | 1 | | | |
| | 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 | 763 | \$12,798.00 | \$12,798.00 |
| | 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 | \$15,844.00 | \$15,844.00 |
| 313199 | PPS OWNER'S KIT | 1 | 11 | \$0.00 | \$0.00 |
| EWF | 214 CY OF EWF | 1 | 0 | \$4,675.00 | \$4,675.00 |
| | - 4,279 SF COVERAGE ____ 12 INCH DEPTH | | | | |
| EWF | EWF FREIGHT (BLOWN IN - PREVAILING WAGE) | 1 | 0 | \$16,161.00 | \$16,161.00 |
| PIP | 730 SF OF PIP ADA RAMP | 1 | 0 | \$22,360.00 | \$22,360.00 |
| | - Scope PIP ADA Pads 730 Total SF, 8' CFH Pad 1 (Play Structure) 261 SF 65 LF of Turndown | | | | |

Pad 2 (Swing Bay) 469 SF 92 LF of Turndown Quote includes a 3.25" cushion layer and a 0.5" wear layer Includes a color mix of 50% Black and 50% Blue No Design No TTA Aromatic Binder Prevailing Wages Based on good job access Borders / Sub base / Site prep BY OTHERS Security is the responsibility of the Contractor/Customer and is NOT included in our Price. Tax Included.

| | | | | | |
|---------|--|---|---|-------------|-------------|
| INSTALL | Labor to Demo existing structure | 1 | 0 | \$32,920.00 | \$32,920.00 |
| INSTALL | Labor to prep for EWF and PIP for ADA Access and Prep for ADA Access for PIP under swings off of concrete walkway. Install PPS equipment 821-170591 and Climber - Per specifications - Conditions-Exclusions: Estimate is for demo and install of equipment. Demo includes removal of 12" of sand over 4532 sf only, if sand is deeper than 12" there will be additional disposal fees and additional fees to bring in base to get to proper sub-grade. This is to avoid any issues that we faced at Lokker Park. Staging are will be required within 100 feet of work area along with access to a hose bib for water. Access: Site should be clear, level and allow for unrestricted access of trucks and machinery. Staging area for dumpsters and equipment will be required within 100' of playground. Footer Excavation: Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public or private), tree stumps, rock, or any other concealed materials or conditions that may result in additional labor or materials cost. Utilities: PDPlay will have public utilities marked out prior to digging but it is the owner's responsibility to locate and mark any private utilities. PDPlay is not liable for any damage resulting from an unmarked private utility. | 1 | 0 | \$61,980.00 | \$61,980.00 |
| 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 | 1 | 0 | \$2,735.00 | \$2,735.00 |

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.

Total Weight: 4117.74

SubTotal: \$232,723.00
Discount: \$34,787.50
Estimated Freight: \$8,939.53
Tax: \$4,479.01
Total Amount: \$211,354.04

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

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

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): _____

Signature: _____

Title: _____

Purchase Amount: _____ \$211,354.04

Order Information

Bill to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Billing Contact: _____

Billing Phone: _____

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

By: _____

Salesperson's signature

P.O. No: _____

Date: _____

Phone: _____

E-mail: _____

Ship to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Jobsite Contact: _____

Jobsite Phone: _____

Jobsite Fax: _____

Salespersons's Signature

Customer's Signature

PLAY



SITE FURNISHINGS



Shade, Shelter, Dog Agility
Equipment, Outdoor
Fitness Equipment

SPECTATOR SEATING



SURFACING





QUITO PARK OPTION 1

CAMARILLO, CA

821-170591B

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

821-170591B

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MINERAL

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, Personnel
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager’s Report
- G. Board Members