

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
September 7, 2016**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #567

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.
- 5. PRESENTATIONS**
 - A. District Highlights/Summer Recap
 - B. Mil Vet Expo
 - C. CC Playground Equipment Addition
- 6. PUBLIC COMMENT** - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. **Minutes for Special Meeting June 23, 2016 and Regular Meeting July 6, 2016**
Approval receives and files minutes.
 - B. **Warrants, Accounts Payable & Payroll**
Approval of District's disbursements dated on or before August 25, 2016.
 - C. **Financial Report**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial report of July 31, 2016.
 - D. **Budget Adjustment for Part-Time Administrative Services Worker**
Approval of fiscal year 2016-2017 budget adjustment allows for funding for the Part-Time Administrative Services Worker.

E. Consideration and Adoption of Resolution No. 566 Amending the Conflict of Interest Code

The adoption of Resolution No. 566 will update and amend the current Conflict of Interest Code.

8. NEW ITEMS-DISCUSSION/ACTION

A. Out of Range Employee Salaries

Approval of the updated salary schedule will reflect the current employees out of range.

Suggested Action: A MOTION to Approve updated salary schedule to reflect the current salaries of employees out of range.

B. Approval of the Addendum to the Contract Agreement Between the District and Quality Landscape Care for Landscape Maintenance Services Located at Mel Vincent Park

Approval of the addendum to the contract agreement establishes landscape maintenance services at the new Mel Vincent Park.

Suggested Action: A MOTION to Approve the addendum to the contract agreement between the District and Quality Landscape Care for landscape maintenance services to include maintenance for Mel Vincent Park.

C. Branding – Park Signs

Approval of pilot program for park signs at suggested parks will allow for an examination of sign material, placement and size.

Suggested Action: A MOTION to approve pilot program for park signs at Adolfo Park, Mission Oaks Park, and Woodcreek Park.

D. Consideration and Approval to Request Proposals for District Needs Assessment

Approval of the RFP for the District Needs Assessment is required in order to continue with the identification of additional funding mechanisms, facilities, and programs to meet the needs identified in the 2013 Strategic Plan and Capital Improvement Plan.

Suggested Action: A MOTION to Approve Request for Proposals (RFP) for the Needs Assessment required to further enhance the District's understanding of the community's needs.

E. Consideration and Approval of Bid Specifications and Request for Proposal for Parking Lot Repairs at Bob Kildee Park

Approval of the bid specifications and RFP will begin the process for the parking lot asphalt replacement at Bob Kildee Park.

Suggested Action: A MOTION to Approve the bid specifications and the Request for Proposal (RFP) for the asphalt replacement located at Bob Kildee Park parking lot and direct staff to solicit proposals for the approved bid specifications.

F. Consideration and Approval of Request for Proposals for a Five-Year Lease on a Color Copier

An equipment evaluation for this fiscal year recommended replacement of the current Canon color copier.

Suggested Action: A MOTION to Approve the Request for Proposals (RFP) for a new five-year lease on a Color Copier.

G. Consideration and Approval of Two Representatives for the Ad Hoc Needs Assessment Committee

Approval will assign two representatives for an Ad Hoc Needs Assessment Committee.

Suggested Action: A MOTION to Approve two selected representatives for the Ad Hoc Needs Assessment Committee.

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

- A. Chairman Mishler
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Personnel, Policy
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager's Report

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

11. ADJOURNMENT

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

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 24. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
June 23, 2016**

1. CALL TO ORDER

Call to Order

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:00 p.m. by Chairman Mishler.

2. PLEDGE of ALLEGIANCE

3. ROLL CALL

Roll Call

Ayes: Kelley, Magner, Malloy, Dixon, Chairman Mishler

Absent:

Also present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Recreation Services Manager Amy Stewart, Park Services Manager Bob Cerasuolo, Customer Service Representative and Board Recording Secretary Karen Roberts, Recreation Supervisor Jane Raab, Matthew Lorimer, Judy Sheggrud and Jay Evans.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

Chairman Mishler accepted three speaker cards from Board Recording Secretary Karen Roberts. Matthew Lorimer of Camarillo handed out photos of recent vandalism of graffiti on signs across the street from Pleasant Valley Fields. Mr. Lorimer stated that the police said the vandalism was related to gang activity and Mr. Lorimer mentioned that people frequent the area late at night.

6. NAMING NEW PARK WITHIN SPRINGVILLE DEVELOPMENT

General Manager Mary Otten presented an overview of the naming policy adopted by the Board in July 2015 and submitted lists of possible names to be considered for the new park within the Springville Development. Judy Sheggrud of Camarillo stated that she would like the new park to be named after her father, Melville Vincent who passed away one year ago but who had been very involved with the District as a board member and an avid proponent of tennis at Bob Kildee Park. Discussion included preferences to naming parks after people who have had a history with the District, the difficulty of naming parks, and the consideration of the local and agricultural history of the property.

Chairman Mishler called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve the name, *Mel Vincent Park*, for the new park at the Springville Development.

**Motion to
Approve New
Park Name as
Mel Vincent
Park**

Voting was as follows:

Ayes: Magner, Malloy, Kelley, Dixon, Chairman Mishler

Noes:

Absent:

Motion: Carried

7. CALL FOR NOMINATIONS FOR VENTURA LAFCO SPECIAL DISTRICT ALTERNATE MEMBER

Administrative Services Manager Leonore Young provided information regarding an open alternate member seat with the Ventura LAFCo Independent Special District. Chairman Mishler stated that he would be interested in being nominated to fill the open seat. Staff will bring back a nominating resolution for adoption by the Board for the July 6, 2016 Regular Board meeting.

8. REVIEW AND DISCUSSION OF THE GRAND JURY REPORT TITLED "CAMARILLO CONGREGATE MEAL PROGRAM"

Matthew Lorimer of Camarillo stated that the Grand Jury Report did not address the fact that for over five years, 300 people have been receiving food on Fridays through a program that Mr. Lorimer introduced at the Senior Center. Mr. Lorimer suggested that the District check into grants to fund a culinary school and that the non-profit Foundation for Pleasant Valley Recreation and Parks could sign up with Food Share.

General Manager Mary Otten outlined the facts, findings, and recommendations of the Ventura County Grand Jury Final Report of the Camarillo Congregate Meal Program. Facts needed to be clarified as the report grouped the City of Camarillo, the Camarillo Health Care District (CHCD) and PVRPD together as one agency. PVRPD disagreed with some of the findings and the recommendations were unwarranted. Discussion included the report's obliviousness to the District's mission statement, the need to include the extent of the Senior Center programs and number of senior constituents served on an annual basis, and the continuing collaboration of PVRPD with CHCD and the City of Camarillo. Staff will submit a written response to the Ventura County Grand Jury Report to the Presiding Judge of the Superior Court.

9. ORAL COMMUNICATIONS

None.

10. ADJOURNMENT

Chairman Mishler adjourned the meeting at 6:27 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Mike Mishler
Chairman

**Pleasant Valley Recreation and Park District
Minutes of Regular Meeting
July 6, 2016**

1. CALL TO ORDER

Call to Order

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

2. PLEDGE OF ALLEGIANCE

Director Malloy led the pledge.

3. ROLL CALL

Roll Call

Ayes: Kelley, Magner, Malloy, Dixon, Chairman Mishler

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Recreation Services Manager Amy Stewart, Park Services Manager Bob Cerasuolo, Park Supervisor Matt Parker, Customer Service Representative and Board Recording Secretary Karen Roberts, Recreation Supervisor Lanny Binney, Aquatics Center Coordinator Macy Andersen, Human Resources Specialist Kathryn Drewry, Administrative Analyst Mitchell Cameron, Recreation Specialist Denise Cleric, Recreation Coordinator Christina Alatorre, Assistant Aquatics Center Coordinator Tyler Erickson, Camp Director Katlyn Simber, Program Specialist Emily Raab, Dan Rhymes, Karen Gatchel, Bob Aaron, Matthew Lorimer, Cheryl Marks, Marty Lince, Bennett Gill, James Driver and Beatrice Driver.

4. AMENDMENTS TO THE AGENDA

Chairman Mishler called for a motion. A motion was made by Director Malloy and seconded by Director Dixon to approve the Agenda as presented.

**Motion to
Approve
Agenda**

Voting was as follows:

Ayes: Malloy, Dixon, Kelley, Magner, Chairman Mishler

Noes:

Absent:

Motion: Carried

Carried

5. PRESENTATIONS

A. District Highlights/Spotlight - National Recreation and Park Month

Recreation Services Manager Amy Stewart presented the highlights of the District's June/July activities, programs, and special events. June attendance at the Aquatic Center was around 12,500 including swim lessons, programs and activities. In the parks, playground maintenance continues along with irrigation repairs and new trail sections at Camarillo Grove Park. The Senior Center hosted a trip to Laughlin, Nevada in June. Drop-in sports continue at Freedom Gym with pickleball starting in the fall. Movies in the Park are held Fridays during the summer at the Community Center Park and Camp Funtastic is in full swing.

In addition to the highlights, Ms. Stewart spotlighted July as the National Recreation & Parks Month. On July 7 the Camarillo Community Band kicks off its summer concerts at

the Community Center Park and a Mediterranean Garden Tour will be held July 9 beginning at the Camarillo Grove Nature Center. Select outdoor education classes will be discounted during July with the code – *Summer Fun*. At Camarillo Grove Park, trails have been improved and enhanced to now include 2.5 miles of trails and additional signs around new plantings. New fitness equipment was recently installed at Arneill Ranch Park and construction has begun at the new 5 acre Mel Vincent Park in the Springville Development. At the Community Center, the playground will be enhanced with adaptive equipment with money raised by the Kiwanis, Amber’s Light, and the Foundation for Recreation and Parks. The play equipment will include a rocking ship with a generational swing and four interactive panels to be installed by September or October. The District has had a very busy year with over 150 staff handling over one million people in attendance. Website usage statistics include 437,918 page views from about 98,706 users and an overall Yelp rating of 4 stars. Ms. Stewart showcased a short video on PVRPD which will be available on the website as well.

B. Recognition of Part-time Employee

Recreation Services Manager Amy Stewart recognized District employee Katlyn Simber, the camp director for Camp Funtastic, as part-time employee of the year. Ms. Simber has assisted with the summer camp program in a leadership position for three years and has helped with special events, classes and special projects for the District.

C. Community Band Annual Update

Recreation Services Manager Amy Stewart introduced Dan Rhymes and Karen Gatchel who presented an update on the Camarillo Community Band. The Concerts in the Park, sponsored by PVRPD, will be held each Thursday in July at the Community Center Park. The band also holds an annual Christmas concert and plays at Memorial Day services at Conejo Mountain Memorial Park, graduation ceremonies, and Camarillo’s July 4th celebration. Over 120 band members participate with guest conductors and it is all voluntary as no one is paid to play. The Community Band has been in existence for 37 years and Mr. Rhymes thanked the District for their support.

D. Camarillo Cougars Youth Football/Cheer

Recreation Supervisor Lanny Binney introduced Bennett Gill, president of Camarillo Cougars Youth Football along with the vice president, James Driver and secretary, Beatrice Driver. Membership has fluctuated since they began in 2005, but the group is projecting around 253 participants in football and cheer. Some new changes have been adding a cheer subsidiary board with their own banking account, new helmets with advanced safety technology, and an increase in registration costs with hopes to increase scholarships this year. The school district may be charging substantially more to play at Rio Mesa High School this year, so the group is looking at other fields.

6. PUBLIC COMMENT

Chairman Mishler accepted three speaker cards from Board Recording Secretary Karen Roberts. The first speaker, Marty Lince of Camarillo stated that he would like to see a new senior center built. The current building is packed with Bingo, classes, and programs. Mr. Lince indicated that the seniors’ needs are being neglected and that the District has to work together with the City on an agreement to build and maintain a new senior center.

Matt Lorimer of Camarillo recognized that the District with over one million users on an annual basis has over 63,000 senior participants. Mr. Lorimer stated that he would like to know why the City does not support the seniors in Camarillo. He asked seniors to look at the issues that are not being addressed by the City, go to election debates and question the City officials that are not helping them.

Bob Aaron of Camarillo noted that Camarillo citizen Matt Lorimer actively deals with the senior center issues on a regular basis. Mr. Aaron stated that as a special district, PVRPD should be providing for the 70,000 citizens of Camarillo and not just for a few. He questioned why Pleasant Valley Fields isn't used by more than two soccer groups. Mr. Aaron would like the District to start addressing hard issues at the regular Board meetings.

Administrative Services Manager Leonore Young introduced Mitchell Cameron, the new Administrative Analyst for the District. Mr. Cameron served four years with the Navy and is receiving his Masters in Management Information Systems in the fall.

7. CONSENT AGENDA

- A. Minutes for Special Board Meeting May 26, 2016 and Regular Board Meeting June 1, 2016
- B. Warrants, Accounts Payable & Payroll thru June 22, 2016
- C. Financial Report
- D. Consideration and Adoption of Resolution No. 562 Declaring July as Park and Recreation Month
- E. Consideration and Approval of Grand Jury Response
- F. Consideration and Adoption of Resolution No. 563 Updating Authorized Signatures for Wire Transfers with Ventura County Treasury Pool
- G. Adoption of Resolution No. 564 Nominating Director Mike Mishler to Fill the Term of 1/1/2015 – 1/1/2019 for the Alternate Special District Member of the Ventura Local Agency Formation Commission (LAFCo)

Director Malloy requested that Item G. be pulled from the Consent Agenda for a separate vote.

Chairman Mishler called for a motion. A motion was made by Director Malloy and seconded by Director Dixon to approve the amended Consent Agenda.

**Motion to
Approve
Amended
Agenda**

Voting was as follows:

Ayes: Malloy, Dixon, Kelley, Magner, Chairman Mishler

Noes:

Absent:

Motion: Carried

Carried

Chairman Mishler called for a motion. A motion was made by Director Wagner and seconded by Director Malloy to approve Consent Agenda, Items A. through F.

Motion to Approve Consent Agenda Items A to F

Voting was as follows:

Ayes: Magner, Malloy, Kelley, Dixon, Chairman Mishler

Noes:

Absent:

Motion: Carried

Carried

Chairman Mishler excused himself from the room and after a brief discussion, Vice-Chair Dixon called for a motion. A motion was made by Director Malloy and seconded by Director Magner to approve Consent Agenda Item G. *Adoption of Resolution No. 564 Nominating Director Mike Mishler to Fill the Term of 1/1/2015 – 1/1/2019 for the Alternate Special District Member of the Ventura Local Agency Formation Commission (LAFCo).*

Motion to Approve Consent Agenda Item G

Voting was as follows:

Ayes: Malloy, Magner, Kelley, Vice-Chair Dixon

Noes:

Absent:

Abstain: Chairman Mishler

Motion: Carried

Carried

8. PUBLIC HEARING – A Public Hearing on the District Budget Fiscal Year 2016-2017.

Chairman Mishler declared the Public Hearing open. There was no discussion for or against, so Chairman Mishler declared the Public Hearing closed.

9. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Adoption of Resolution No. 565 Final District FY 2016-2017 Budgets

Administrative Services Manager Leonore Young presented the Final District FY 2016-2017 Budgets. Discussion included the preliminary budget approved on June 1, 2016, the General Fund and the Assessment District budgets, the Capital Improvement Program and the thorough presentations at the three separate budget workshops.

Chairman Mishler called for a motion. A motion was made by Director Magner and seconded by Director Malloy to adopt Resolution No. 565 Final District FY 2016-2017 Budgets.

Motion to Adopt Reso No. 565 FY 16-17 Budget

Voting was as follows:

Ayes: Magner, Malloy, Kelley, Dixon, Chairman Mishler

Noes:

Absent:

Motion: Carried

Carried

B. Consideration and Approval to Select a Representative to the California Special Districts Association (CSDA) Board of Directors for 2016 Elections for Seat B

Director Magner presented a brief overview of the time requirements and level of involvement that is associated with being a member of the CSDA Board of Directors. Discussion included the comparison of the three candidate information sheets, the inexperience of the candidates, and a low recommendation for any of the three candidates. Director Magner stated that she would be most comfortable with Sharon Rose of Goleta, California.

Chairman Mishler called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve the selection of Sharon Rose as the Board's choice for the CSDA Board of Directors 2016 Election Seat B.

**Motion to
Approve
Candidate
Sharon Rose
for CSDA
Board Member**

Voting was as follows:

Ayes: Magner, Dixon, Malloy, Chairman Mishler

Noes:

Abstain: Kelley

Absent:

Carried

Motion: Carried

C. Update and Discussion Regarding Minimum Wage

General Manager Mary Otten and Human Resources Specialist Kathryn Drewry presented information regarding Senate Bill (SB) 3 passage of the increased minimum wage mandate and its effect on the District. Discussion included taking a look at the overall increase after six years of hourly wage increases, the non-competitive nature of government agencies, the subsequent loss of small businesses in California, safety valves, the increase in goods and services and vendor wages and costs, effect on non-profits, possible need to downsize in the future, the effect on the District's young part-time workers, and the District average salary for part-time employees.

D. Consideration and Approval of Turf Closure Policy

General Manager Mary Otten presented a review of turf closures instituted since 2007-2008. Because of high traffic, sports parks such as Freedom Park, PV Fields, Mission Oaks Park, and Bob Kildee Park undergo annual refurbishments to keep the turf in good condition. Springville Dog Park has also undergone minor turf renovations since its opening due to high traffic. With mandated water restrictions, there is a need to closely monitor the maintenance levels required at the parks. Cheryl Marks, the president of Friends of Camarillo Dog Parks stated that feedback from their survey showed that people thought the dog parks were closed for too long a period of time and during the summer months when they are most used. Discussion included sports field maintenance schedules, current usage hours and attendance, the need to go to the Board for approval and not just the committee, maintenance of passive use parks, sports field policies, complaints over long closures at the dog parks, the education of the public on rest

periods, the need for a long term vision at the passive parks, and the District's commitment to nice parks.

Chairman Mishler called for a motion. A motion was made by Director Malloy and seconded by Chairman Mishler to approve that passive use park turf closure periods, which last longer than seven days, be presented to the Board prior to closure unless deemed an emergency by the General Manager.

Motion to Approve Passive Use Park Turf Closures Before the Board

Voting was as follows:

Ayes: Malloy, Chairman Mishler, Kelley, Magner, Dixon

Noes:

Absent:

Carried

Motion: Carried

10. INFORMATIONAL ITEMS

- A. Chairman Mishler –Chairman Mishler reported on SMMC's discussion on the shot hole borer beetle, an invasive tree pest in currently in California which is wiping out thousands of trees in San Diego County. Mr. Mishler displayed some photos of the Agoura Hills Recreation Center which opened in January 2015 at four times the size of our senior center with a much smaller senior population. SMMC remains serious with its acquisition of trail system access, especially in the Malibu area. SMMC is building a trail system that will go east and west from the hills to Highway 1 and funding from Prop 1 funds is still available.
- B. Ventura County Special District Association/California Special District Association- Director Magner attended CSDA's Board of Directors planning session in Squaw Valley in June. There was nothing to report for VCSDA.
- C. Santa Monica Mountains Conservancy – Chairman Mishler reported in Item 10A.
- D. Standing Committees – Finance – Director Malloy reported that finances are on track and that separating the general and the assessment funds will work out better. Personnel – Director Magner reported that they covered the minimum wage impact.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Dixon thanked Amy Stewart for her presentation of what the District has to offer. The adaptive play equipment which will be installed this fall came partially from funds from last year's fundraiser. The next fundraising event will be held at Camarillo Grove Park on September 24 with a country music band, falconry display, dancing, and barbecue.
- F. General Manager's Report – General Manager Otten reported on upcoming committee meetings. Oxnard Union High School District is increasing the rates they have charged community service groups in the past which used to go through individual schools. The use of our parks may go up if the groups are looking for other areas for usage. Water use will be over \$1 million in over 10 years. Ms. Otten and Administrative Analyst Mitchell Cameron are working with a new development on Lewis Road which may yield higher than originally expected developer fees.

11. ORAL COMMUNICATIONS

Director Magner thanked Recreation Services Manager Amy Stewart for the District Highlights/Spotlight and the District video and welcomed the new Administrative Analyst Mitchell Cameron. Director Kelley stated that it is difficult to hear negative

comments during the public comments portion of the Board meeting because Board members cannot reply during that time. Mr. Kelley suggested that people contact the Board members directly so that they may know of the issues in question. Mr. Kelley said that anyone attending any one of the budget workshops would see that the Board is very conservative with the District finances. Mr. Kelley also suggested that with regards to building a new senior center the next step would be for concerned citizens to start up local initiatives to obtain the City's help rather than waiting for the City to offer assistance. Director Malloy thanked staff for their work on the budget and thanked General Manager Otten for her detailed response to the Grand Jury Report. Joint collaboration will help advance what needs to be done for the seniors in Camarillo. Chairman Mishler reported that he has been following the processes involved in the receipt of developer fees which are usually insufficient because they are based on numbers calculated years ago or timelines not within the District's favor.

12. ADJOURNMENT

Chairman Mishler adjourned the meeting at 9:16 p.m.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Mike Mishler
Chairman

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

TO: BOARD OF DIRECTORS

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

DATE: September 7, 2016

SUBJECT: FINANCE REPORT – JULY 2016

RECOMMENDATION

It is recommended that the Board review and approve the Financial Statements for July 31, 2016.

ANALYSIS OF COMPARATIVE FINANCIAL THRU JULY 31, 2016

Attached you will find the PVRPD Statements of Revenues and Expenditures for Finance for the period of July 1, 2015 through July 31, 2016 with a year-to-date comparison for the period of July 1, 2015 through July 31, 2015. The percentage rate used for the 2016-2017 fiscal year budget is 8.3% for Period 1 of the fiscal year.

REVENUES

Total revenue for the 1st month ending July 31, 2016 for Fund 10 (General Fund) has decreased \$121,265 over the same period as last year. This decrease is primarily due to the recording of the Government Capital loan the District received of \$63,100 to purchase Springbrook accounting software. Per the auditors, staff was required to show the loan as revenue on the books for fiscal year 2015-2016. The other large variance is the Donations line item. That variance is due to the timing of the donations the District receives annually.

Total revenue for the 1st month ending July 31, 2016 for Fund 20 (Assessment District) is at 0.0% of budget and expenses are at 5.08% of budget. The monthly financial report will not see any significant revenue posted to the Assessment District until the December 2016 tax apportionment is received. Staff will continue to book the monthly expenses to the Assessment District so that the proper accounting of the Assessment District expenses will continue, but until the tax apportionment is received in December, the Board will see that expenses outweigh revenue.

EXPENDITURES

Personnel Expenditures decreased for FY 2016-2017 by \$4,430 in comparison to personnel expense for the same period as FY 2015-2016. This is due to the employment of new staff at a lesser hourly rate which affects PERS (retirement), FICA, Medicare and Workers Compensation. The timing of the health insurance payments also contributes to this variance.

Service and Supply Expenditures have decreased \$25,740 in comparison to the same time period as last year. This decrease is primarily due to the booking of Contracted Landscape Services of \$30,788 to Fund 10 in the first half of fiscal year 2015-2016. This expense is now booked to Fund 20.

Capital projects are underway for fiscal year 2016-2017. Over the course of the next few months the Board will see activity in the Capital section of the monthly financial reports.

FISCAL IMPACT

Overall the District is under the approved budget for Fund 10 and Fund 20 and managers continue to make a concerted effort to spend under the adopted budget during this fiscal year to help build reserves.

RECOMMENDATION

It is recommended that the Board review and approve the Financial Statements for July 31, 2016 for Fund 10 and Fund 20.

ATTACHMENTS

- 1) District Statement of Revenues and Expenditures for Finance as of July 31, 2016 Fund 10
(4 pages)
- 2) District Statement of Revenue and Expenditures for Finance as of July 31, 2016 Fund 20
(1 page)

Description	Account	Period	Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Permit & Licensing Fees	7030	\$	-	\$ -	\$ -	\$ 2,700.00	\$ 2,700.00	0.00%
State License Fee	7040	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Professional Services	7100	\$	-	\$ -	\$ -	\$ 900.00	\$ 900.00	0.00%
Legal Services	7110	\$	1,058.00	\$ -	\$ 1,058.00	\$ 69,150.00	\$ 70,208.00	1.53%
Typeset and Print Services	7115	\$	-	\$ -	\$ -	\$ 50,204.00	\$ 50,204.00	0.00%
Instructor Services	7120	\$	3,928.05	\$ 683.15	\$ 3,928.05	\$ 140,473.00	\$ 136,544.95	2.80%
PERS Admin Fees	7125	\$	-	\$ 110.80	\$ -	\$ 1,975.00	\$ 1,975.00	0.00%
Audit Services	7130	\$	-	\$ -	\$ -	\$ 11,300.00	\$ 11,300.00	0.00%
Medical & Health Svcs (HR)	7140	\$	-	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	0.00%
Security Services	7150	\$	-	\$ 433.50	\$ -	\$ 4,740.00	\$ 4,740.00	0.00%
Entertainment Services	7160	\$	-	\$ -	\$ -	\$ 2,450.00	\$ 2,450.00	0.00%
Business Services	7180	\$	15,626.53	\$ 4,759.26	\$ 15,626.53	\$ 84,923.00	\$ 69,296.47	18.40%
Umpire/Referee Services	7190	\$	-	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Publication/Legal Notices	7200	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Subscriptions	7210	\$	-	\$ -	\$ -	\$ 3,604.00	\$ 3,604.00	0.00%
Rents and Leases	7300	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Rents & Leases Equip	7310	\$	-	\$ 402.90	\$ -	\$ 28,760.00	\$ 28,760.00	0.00%
Bldg/Field Leases & Rental	7320	\$	-	\$ -	\$ -	\$ 10,938.00	\$ 10,938.00	0.00%
Event Supplies	7410	\$	-	\$ -	\$ -	\$ 2,210.00	\$ 2,210.00	0.00%
Supplies	7420	\$	-	\$ -	\$ -	\$ 7,016.00	\$ 7,016.00	0.00%
Bingo Supplies	7430	\$	-	\$ 721.60	\$ -	\$ 7,800.00	\$ 7,800.00	0.00%
Sporting Goods	7440	\$	3.20	\$ -	\$ 3.20	\$ 8,125.00	\$ 8,121.80	0.04%
Arts and Craft Supplies	7450	\$	-	\$ -	\$ -	\$ 4,700.00	\$ 4,700.00	0.00%
Training Supplies	7460	\$	-	\$ -	\$ -	\$ 3,420.00	\$ 3,420.00	0.00%
Camp Supplies	7470	\$	401.52	\$ -	\$ 401.52	\$ 1,080.00	\$ 678.48	37.18%
Small Tools	7500	\$	-	\$ -	\$ -	\$ 15,950.00	\$ 15,950.00	0.00%
Safety Supplies	7510	\$	250.00	\$ 48.98	\$ 250.00	\$ 7,484.00	\$ 7,234.00	3.34%
Special Department Expense	7600	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Uniform Allowance	7610	\$	-	\$ -	\$ -	\$ 12,688.00	\$ 12,688.00	0.00%
Safety Clothing	7620	\$	179.10	\$ -	\$ 179.10	\$ 3,150.00	\$ 2,970.90	5.69%
Transportation and Travel	7700	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Conference and Seminar Staff	7710	\$	-	\$ 195.05	\$ -	\$ 12,790.00	\$ 12,790.00	0.00%
Conference & Seminars Board	7715	\$	-	\$ -	\$ -	\$ 2,840.00	\$ 2,840.00	0.00%
Conf & Seminar Travel Exp	7720	\$	-	\$ -	\$ -	\$ 9,758.00	\$ 9,758.00	0.00%
Out of Town Travel Board	7725	\$	-	\$ -	\$ -	\$ 6,355.00	\$ 6,355.00	0.00%
Private Vehicle Mileage	7730	\$	-	\$ -	\$ -	\$ 4,556.00	\$ 4,556.00	0.00%
Transportation Charges	7740	\$	-	\$ -	\$ -	\$ 1,750.00	\$ 1,750.00	0.00%
Buses/Excursions	7750	\$	-	\$ -	\$ -	\$ 21,966.00	\$ 21,966.00	0.00%
Tuition/Book Reimbursement	7760	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Utilities Gas	7810	\$	-	\$ -	\$ -	\$ 26,491.00	\$ 26,491.00	0.00%
Utilities Water	7820	\$	-	\$ -	\$ -	\$ 742,489.00	\$ 742,489.00	0.00%
Utilities Electric	7830	\$	-	\$ -	\$ -	\$ 231,245.00	\$ 231,245.00	0.00%
Reserve Designated Project	7902	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Awards and Certificates	7910	\$	-	\$ -	\$ -	\$ 18,186.00	\$ 18,186.00	0.00%
Meals for Staff Training	7920	\$	-	\$ -	\$ -	\$ 2,710.00	\$ 2,710.00	0.00%
Employee Morale	7930	\$	-	\$ -	\$ -	\$ 3,475.00	\$ 3,475.00	0.00%
Reserve Vehicle Fleet	7970	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Computer Fleet	7971	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Designated Project	7972	\$	2,500.00	\$ -	\$ 2,500.00	\$ 30,000.00	\$ 30,000.00	8.30%
Reserve Dry Period	7973	\$	7,583.33	\$ -	\$ 7,583.33	\$ 91,000.00	\$ 91,000.00	8.30%
Reserve Capital Improvements	7974	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Repair/Oper/Admin	7975	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Scholarships	8105	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Discounts Military	8110	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Land Improvements	8200	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Structures & Improvements	8300	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Expense		\$	41,688.98	\$ 67,429.17	\$ 41,688.98	\$ 2,863,941.00	\$ 2,834,451.35	1.46%
YTD Comparison					\$ (25,740.19)			

Description	Account	Period	Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Capital	8400	\$	-	\$ -	\$ -	\$ 502,790.00	\$ 502,790.00	0.00%
LWCF Grant	8401	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
NRPA Grant	8402	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
HCF Grant Trails	8403	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Greenfield Outdoor Fitness Equ	8404	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
HCF Grant Wildlife Programs	8405	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Gmfield Outdoor Fitness Equip	8406	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Springbrook Software	8407	\$	-	\$ 66,130.00	\$ -	\$ -	\$ -	0.00%
Cam Grove Park	8409	\$	-	\$ -	\$ -	\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$	-	\$ -	\$ -	\$ 45,200.00	\$ 45,200.00	0.00%
Capital		\$	-	\$ 66,130.00	\$ -	\$ 547,990.00	\$ 547,990.00	0.00%

General Ledger
Statement of Revenues and Expenditures
Pleasant Valley Recreation and Park District
July 2016 8.3%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Apport Fund	5310	\$ -	\$ -	\$ -	\$ 1,536.00	\$ 1,536.00	0.00%
Other Interest Income	5320	\$ -	\$ 156.02	\$ -	\$ -	\$ -	0.00%
Park DedicationFees	5400	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Dividends CAPRI Prior Years	5460	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Assessment Revenue	5500	\$ -	\$ -	\$ -	\$ 1,046,037.00	\$ 1,046,037.00	0.00%
Carryover Balance	5502	\$ -	\$ -	\$ -	\$ 379,171.00	\$ 379,171.00	0.00%
Public Fees	5510	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Certificates	5512	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Vending Concessions	5525	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Rental	5530	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Cell Tower Revenue	5535	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Indemnity Revenue	5545	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Dues	5550	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Banner Income	5562	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Donations	5570	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Other/Purchase Discount Taken	5575	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Incentive Income	5585	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Reimbursement ROPS	5600	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Revenue		\$ -	\$ 156.02	\$ -	\$ 1,426,744.00	\$ 1,426,744.00	0.00%
Expense							
Full Time Salaries	6100	\$ 4,663.35	\$ 7,376.38	\$ 4,663.35	\$ 96,247.00	\$ 91,583.65	4.85%
Overtime Salaries	6101	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Car Allowance	6105	\$ 370.29	\$ -	\$ 370.29	\$ 1,200.00	\$ 829.71	30.86%
Cell Phone Allowance	6108	\$ 60.18	\$ -	\$ 60.18	\$ 975.00	\$ 914.82	6.17%
PartTime Salaries	6110	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$ 796.47	\$ 1,088.93	\$ 796.47	\$ 16,504.00	\$ 15,707.53	4.83%
457 Pension	6121	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Employee Insurance	6130	\$ 647.37	\$ 1,131.41	\$ 647.37	\$ 13,412.00	\$ 12,764.63	4.83%
Workers Compensation	6140	\$ 393.64	\$ 619.62	\$ 393.64	\$ 8,085.00	\$ 7,691.36	4.87%
Personnel		\$ 6,931.30	\$ 10,216.34	\$ 6,931.30	\$ 136,423.00	\$ 129,491.70	5.08%
Incidental Costs Assess	6709	\$ -	\$ -	\$ -	\$ 27,500.00	\$ 27,500.00	0.00%
Grounds Maintenance	6710	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Parking Lot Repair Assess	6718	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Tree Care Assess	6719	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Contracted LS Services	6720	\$ -	\$ -	\$ -	\$ 403,560.00	\$ 403,560.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 2,625.00	\$ 2,625.00	0.00%
COP Debt PV Fields	7950	\$ -	\$ -	\$ -	\$ 751,865.00	\$ 751,865.00	0.00%
Expense		\$ -	\$ -	\$ -	\$ 1,185,550.00	\$ 1,185,550.00	0.52%
Total Expense		\$ 6,931.30	\$ 10,216.34	\$ 6,931.30	\$ 1,321,973.00	\$ 1,315,041.70	0.52%

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

TO: BOARD OF DIRECTORS

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

DATE: September 7, 2016

**SUBJECT: BUDGET ADJUSTMENT FOR PART-TIME
ADMINISTRATIVE SERVICES WORKER**

RECOMMENDATION

Review and approve fiscal year 2016-2017 budget adjustment to allow for funding for the Part-Time Administrative Services Worker.

BACKGROUND

Budget Workshops were held on May 5, 12 and 26, 2016. During the budget workshops the Board requested that staff fund a part-time Administrative Services Worker to assist with special projects and to help with the Foundation for Pleasant Valley Recreation and Parks without increasing the proposed fiscal year 2016-2017 budget.

ANALYSIS

The fiscal year 2016-2017 budget was adopted July 6, 2016 with revenue exceeding expenses by \$9,705. Staff was instructed by the Board to allocate funds from the adopted budget to cover the expenses for a part-time Administrative Services Worker without increasing expenses. The Department Managers met with the General Manager and each was instructed to locate funds which would be allocated to the part-time position. The part-time Administrative Services Worker position was offered to a candidate and accepted. The part-time position is a 15-19 hours a week position equating to a total cost of \$20,144 - \$25,515 per fiscal year.

The Department Managers were able to identify \$23,312 in their combined budgets to fund the part-time position. The following is the requested budget adjustment:

From Park to Administration	\$12,279
From Recreation to Administration	\$ 3,688
Administration Funds	\$ 7,345
TOTAL	\$23,312

In the event more funds are necessary for this position, the Recreation Department has the funding resources to reallocate funds to Administration to cover the \$2,203 shortage if necessary.

FISCAL IMPACT

There is no fiscal impact to the Fiscal Year 2016-2017 Budget.

RECOMMENDATION

Review and approve budget adjustments for the Fiscal Year 2016-2017 Budget.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Mitchell Cameron, Administrative Analyst

DATE: September 7, 2016

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 566 AMENDING THE CONFLICT OF INTEREST
CODE**

RECOMMENDATION

It is recommended the Board adopt Resolution No. 566 amending the Conflict of Interest Code.

BACKGROUND

The District adopted Resolution No. 137 - Conflict of Interest Code on November 12, 1976 to comply with Government Code Section 87306.5. The Code was amended on February 13, 1980 by adopting Resolution No. 183, on August 2, 1998 by adopting Resolution No. 345, on June 4, 2008 by adopting Resolution No. 426, on September 5, 2012 by adopting Resolution No. 494, on July 2, 2014 by adopting Resolution No. 530, and on December 4, 2014 by adopting Resolution No. 536.

ANALYSIS

Copies of Resolution No. 137, Resolution No. 183, Resolution No. 345, Resolution No. 426, Resolution No. 494, Resolution No. 530 and Resolution No. 536 are attached for review. The Board must review the Code annually. On a biannual basis, amendments are made on Exhibit A regarding Designated Positions. The Park Services Manager and Recreation Services Manager needed to be added to Exhibit A under Category 1. The Recreation Supervisor, Parks Supervisor, and Administrative Analyst need to be added to Exhibit A under Category 3, 4, 5, and 6. The Board must submit the changes and Exhibit A to the Clerk of the Board of Supervisors, County of Ventura. By reviewing this Conflict of Interest Code, the Board would comply with the law.

FISCAL IMPACT

There is no Fiscal Impact.

RECOMMENDATION

It is recommended the Board adopt Resolution No. 566 amending the Conflict of Interest Code.

ATTACHMENT

- 1) Resolution No. 566 (5 pages)
- 2) Resolution No. 137 (9 pages)
- 3) Resolution No. 183 (2 pages)
- 4) Resolution No. 345 (1 page)
- 5) Resolution No. 426 (1 page)
- 6) Resolution No. 494 (1 page)
- 7) Resolution No. 530 (1 page)
- 8) 2014 Exhibit A (1 page)
- 9) 2014 Exhibit B (3 pages)
- 10) Resolution No. 536 (1 page)

RESOLUTION NO. 566
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
TO AMEND CONFLICT OF INTEREST CODE

The Political Reform Act, Government Code section 81000 et seq. requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the Pleasant Valley Recreation and Park District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Pleasant Valley Recreation and Park District. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A.

IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 7th day of September 2016, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Mike Mishler, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

ATTESTED:

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

EXHIBIT A – DESIGNATED POSITIONS AND FILING OFFICERS

# of POSITIONS	POSITION TITLE	DISCLOSURE CATEGORIES (From Exhibit B)	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency's Clerk [AC])
5	Director	1	COB
1	General Manager	1	COB
1	Administrative Services Manager	1	COB
1	Park Services Manager	1	COB
1	Recreation Services Manager	1	COB
3	Recreation Supervisor	3,4,5,6	COB
1	Parks Supervisor	3,4,5,6	COB
1	Administrative Analyst	3,4,5,6	COB
Consultants ¹			

¹ The disclosure, if any, required of a consultant will be determined on a case-by-case basis by the head of the agency or designee. The determination of whether a consultant has disclosure requirements should be made in writing on a Fair Political Practices Commission Form 805. The determination should include a description of the consultant's duties and based upon that description, a statement of the extent, if any, of the disclosure requirements. Each Form 805 is a public record and should be retained for public inspection either in the same manner and location as the Conflict of Interest Code, or with appropriate documentation at the location where the Conflict of Interest Code is maintained, cross-referencing to the Form 805.

EXHIBIT B – DISCLOSURE CATEGORIES

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

Category 1 – BROADEST DISCLOSURE

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

- (1) All sources of *income, gifts, loans and travel payments*;
- (2) All *interests in real property*; and
- (3) All *investments and business positions in business entities*.

Category 2 – REAL PROPERTY

[SEE FORM 700 SCHEDULE B]

All interests in real property, including interests in real property held by business entities and trusts in which the public official holds a business position or has an investment or other financial interest.

Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which engage in land development, construction, or real property acquisition or sale.

Category 4 – PROCUREMENT

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

Category 5 – REGULATION AND PERMITTING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

Category 6 – FUNDING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which receive grants or other funding from or through the designated position's agency or department.

APPENDIX - DESIGNATING OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Pursuant to Government Code section 87200 et seq., certain city and county officials, as well as all “other officials who manage public investments,” are required to disclose their economic interests in accordance with the Political Reform Act. This Appendix provides the relevant definitions for determining which public officials qualify as “other officials who manage public investments,” designates the agency’s positions which qualify as such, and states the Filing Officer for each designated position.

APPLICABLE DEFINITIONS

As set forth in 2 California Code of Regulations section 18701, the following definitions apply for the purposes of Government Code section 87200:

(1) “Other public officials who manage public investments” means:

(A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

(B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

(C) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (1)(B) above.

(2) “Public investments” means the investment of public moneys in real estate, securities, or other economic interests for the production of revenue or other financial return.

(3) “Public moneys” means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

(4) “Management of public investments” means the following non-ministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

DESIGNATED POSITIONS AND FILING OFFICERS

Based on the foregoing, the following agency positions and/or consultants qualify as “other officials who manage public investments” and shall file Statements of Economic Interests (Form 700) pursuant to Government Code section 87200 et seq. with the below-designated Filing Officers:

# of POSITIONS	POSITION TITLE/CONSULTANT	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency’s Clerk [AC])
5	Director	COB
1	General Manager	COB
1	Administrative Services Manager	COB

CONFLICT OF INTEREST CODE
OF THE PLEASANT VALLEY RECREATION & PARK DISTRICT
OF THE COUNTY OF VENTURA

SECTION 100. PURPOSE. Pursuant to the provisions of Government Code sections 87300 et seq., the Pleasant Valley Recreation & Park District of the County of Ventura hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Code are additional to Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Code shall be interpreted in a manner consistent therewith.

SECTION 200. DESIGNATED POSITIONS. The positions listed on Exhibit "A" are designated positions. Officers and employees holding those positions are designated employees and are deemed to make, or participate in the making of, decisions which may foreseeably have a material effect on a financial interest.

SECTION 300. DISCLOSURE STATEMENTS. Designated positions shall be assigned to one or more of the disclosure categories set forth on Exhibit "B". Each designated employee shall file an annual statement disclosing that employee's interest in investments, real property, and income designated as reportable under the category to which the employee's position is assigned on Exhibit "B".

SECTION 400. PLACE AND TIME OF FILING.

(a) Each designated employee required to submit a statement of financial interest shall file the original with the Clerk of the Pleasant Valley Recreation & Park District. The Clerk shall make and retain a copy of the statements of the members of the Board of Directors and of the General Manager and shall forward the originals to the Clerk of the Board of Supervisors of Ventura County.

(b) A designated employee required to submit a statement of financial interest shall submit an initial statement within 30 days after the effective date of this Code.

(c) All other employees appointed, promoted or transferred to designated positions shall file initial statements not less than 10 days before assuming office (or if subject to confirmation, 10 days before being confirmed) unless an earlier assumption of office is required by emergency circumstances, in which case the statement shall be filed within 30 days thereafter.

(d) Annual statements shall be filed during the month of February by all designated employees. Such statements shall cover the period of the preceding calendar year or portion of the calendar year since a previous statement was filed under paragraphs (b) or (c) of this section.

(e) Each person who leaves a designated position specified in Exhibit "A" shall file a leaving office statement within 30 days after leaving.

SECTION 500. CONTENTS OF DISCLOSURE STATEMENTS.
Disclosure statements shall be made on forms supplied by Clerk of the Pleasant Valley Recreation & Park District, and shall contain the following information:

(a) Contents of Investment and Real Property Reports:

When an investment, or an interest in real property, is required to be reported, the statement shall contain:

(1) A statement of the nature of the investment or interest;

(2) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

(3) The address or other precise location of the real property;

(4) A statement whether the fair market value of the investment, or interest in real property, exceeds ten thousand dollars (\$10,000), and whether it exceeds one hundred thousand dollars (\$100,000). This information need not be provided with respect to an interest in real property which is used principally as the residence of the filer.

(b) Contents of Personal Income Reports:

When personal income is required to be reported, the statement shall contain:

(1) The name and address of each source of income aggregating two hundred and fifty dollars (\$250) or more in value, or twenty-five dollars (\$25) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

(2) A statement whether the aggregate value of income from each source was greater than one thousand dollars (\$1,000), and whether it was greater than ten thousand dollars (\$10,000);

(3) A description of the consideration, if any, for which the income was received;

(4) In the case of a gift, the amount and the date on which the gift was received.

(c) Contents of Business Entity Income Reports:

When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

(1) The name, address, and a general description of the business activity of the business entity;

(2) In the case of a business entity which provides legal or brokerage services, the name of every person who paid fees to the business entity if the filer's prorata share of fees from such person was equal to or greater than one thousand dollars (\$1,000) and if there is a nexus between this person as a source of income and the governmental decisions made or to be made by the filer.

(3) In the case of a business entity not covered by paragraph (2), the name of every person from whom the business entity received payments if the filer's prorata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.

(d) Contents of Management Positions Reports:

When management positions are required to be reported, designated employees shall list the name of each business entity not specified above in which they are a director,

officer, partner, trustee, employee, or in which they hold any position of management.

(e) Initial Statement:

The initial statement filed by an employee to a designated position shall disclose any reportable investments and interests in real property.

(f) Acquisition or Disposal During Reporting Period:

In the case of a statement filed under Section 400 (e) or (f), if the investment, or interest in real property, was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.

(g) Contents of Leaving Office Statement:

The leaving office statement filed by designated employees shall disclose reportable investments, interests in real property, and income during the period since the closing date of the previous statement filed pursuant to this code. The statement shall include any investments in business entities, interests in real property, and income held or received at any time during the period covered by the statement, whether or not they are still held at the time of filing.

SECTION 600. DISQUALIFICATION. The following shall govern disqualification:

(a) Decisions Requiring Disqualifications:

Designated employees must disqualify themselves from making or participating in the making of any decision which will foreseeably have a material financial effect, distinguishable from its effect on the public generally, on any reportable interest of that employee or any other financial interest as defined in Government Code section 87103, except sources of gifts of less than two hundred and fifty dollars (\$250) in value. No designated employee shall be required to disqualify himself with respect to any matter which could not be legally acted upon or decided without his participation.

(b) Manner of Disqualification:

A designated employee with a disqualifying interest as set forth in paragraph (a) above shall, in writing, notify his immediate supervisor of the financial interest. Upon receipt of such notice, the supervisor shall reassign the matter to another employee unless the matter cannot legally be acted upon or decided without the designated employee's participation.

(c) Disqualification by Governing Board Member:

A governing board member with a disqualifying interest as set forth in paragraph (a) above shall give notice of and identify such interest at the meeting during which consideration of the financial interest takes place, and such notice and identification shall be made part of the official records of the meeting. The board member shall not participate in the decision nor in any way attempt to use his official position to influence any other person with respect to such matter. The governing board member may participate, after giving notice and identification of his financial interest, if the matter could not legally be acted upon or decided without his participation. The fact that an official vote is needed to break a tie does not make participation legally required.

EXHIBIT "A"

<u>Designated Positions</u>	<u>Disclosure Category</u>
All members of Board of Directors	1
General Manager	1
District Counsel	1
Recreation Manager	2
Park Foreman	2
Head Custodian	2
Administrative Secretary	2
Senior Recreation Leader	2

(No employee who performs purely ministerial, clerical or service functions shall be a designated employee.)

EXHIBIT "B"

Disclosure Categories

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

Group "1":

Designated employees in this Group must report:

All investments, interests in real property, and income, and any business entity in which the person is a director, officer, partner, trustee, employee or holds any position of management. Financial interests are reportable only if located within or subject to the jurisdiction of the District, or if the business entity is doing business or planning to do business in the jurisdiction or has done business within the jurisdiction at any time during the two years prior to the filing of the statement.

Group "2":

Designated employees in this Group must report:

A. Investments in any business entity which within the last two years has contracted, or in the future foreseeably may contract with the Pleasant Valley Recreation & Park District to provide services, supplies, materials, machinery or equipment to the Pleasant Valley Recreation and Park District.

B. Income from any source which, within the last two years has contracted, or in the future foreseeably may contract with the Pleasant Valley Recreation and Park District to provide services, supplies, materials, machinery or equipment to the Pleasant Valley Recreation and Park District.

C. His or her status as a director, officer, partner, trustee, employee, or holder of a position of management in any business entity which within the last two years has contracted, or in the future foreseeably may contract with the Pleasant Valley Recreation & Park District to provide services, supplies, materials, machinery, or equipment to the Pleasant Valley Recreation and Park District.

Regular Meeting
November 12, 1976

Resolution #137

PLEASANT VALLEY RECREATION AND PARK DISTRICT

Upon motion by Director Rush, seconded by Director Reser, and carried by unanimous vote, the District hereby adopts the Conflict of Interest Code attached as Exhibit A and made part of this Resolution.

PASSED AND ADOPTED by the following vote on November 12, 1976:

Ayes: Wallace, Rush, Reser, Martin
Noes: None
Absent: None

CERTIFICATE

I, Carol R. Pariso, Clerk of the Board of the Pleasant Valley Recreation and Park District, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the above named District at its regular meeting November 12, 1976, a majority of directors being present and voting in favor of the resolution.

Date: November 13, 1976

Carol R. Pariso
Clerk of the Board

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RESOLUTION NO. 183

Be it resolved that the Conflict of Interest Code for Pleasant Valley Recreation and Park District be hereby amended by striking therefrom Section 400 in its entirety and inserting in place thereof of Section 400 as same is set forth on attached Schedule A.

SCHEDULE A

SECTION 400. PLACE AND TIME OF FILING.

(a) Each designated employee required to submit a statement of financial interest shall file the statement with the Clerk of the Board who shall retain the statement except that for the statement(s) of the Members of Board of Directors & General Manager a copy shall be retained and the original forwarded to the Clerk of the Board of Supervisors of Ventura County.

(b) A designated employee required to submit a statement of financial interest shall submit an initial statement within 30 days after the effective date of this Code.

(c) Civil Service employees appointed, promoted or transferred to designated positions shall file initial statements within 30 days after date of employment.

(d) All other persons elected, appointed, promoted or transferred to designated positions shall file initial statements not more than 10 days after assuming office, or if subject to confirmation, 10 days after being confirmed.

(e) Annual statements shall be filed during the month of February by all designated employees. Such statements shall cover the period of the preceding calendar year or portion of the calendar year since a previous statement was filed under paragraphs (b), (c) or (d) of this section.

(f) A statement under (c), (d) or (e) of this section shall not be filed if within the prior 90 days the person has filed a disclosure statement reporting the same disclosure categories under Exhibit "B" of this code.

(g) Every person holding a designated position who terminates his employment shall file a leaving office statement not later than 30 days after leaving office.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESOLUTION NO. 345

RESOLUTION AMENDING CONFLICT OF INTEREST CODE

WHEREAS, the California Political Reform Act, Government Code Section 81000 et seq., and specifically that portion of the Political Reform Act entitled "Conflict Of Interest Code", commencing at Government Code Section 87300, require local governmental agencies within the State of California to adopt a Conflict Of Interest Code providing for the disclosure of assets, income, and management positions, and providing for disqualification of persons from participation in certain decision-making processes; and

WHEREAS, a Conflict of Interest Code consistent with the requirements of the Government Code was adopted by the Board of Directors by Resolution No.137; and

WHEREAS, as a result of changes in the law adopted by the Legislature, additional regulations promulgated by the Fair Political Practices Commission and Court decisions, and changes in the organizational structure of the District, the District's Conflict Of Interest Code is now in need of amendment; and

WHEREAS, the District's staff, in consultation with the California Fair Political Practices Commission and the County Clerk has prepared and submitted to the Board of Directors a proposed "Conflict Of Interest Code For The Pleasant Valley Recreation And Park District, County of Ventura, State of California",

NOW, THEREFORE, IT IS RESOLVED AND ORDERED that the Board of Directors of the Pleasant Valley Recreation And Park District hereby approves and adopts the "Conflict Of Interest Code For The Pleasant Valley Recreation And Park District, County Of Ventura, State Of California" presented to the Board and attached to this Resolution.

The foregoing Resolution was approved by the Board of Directors of the Pleasant Valley Recreation and Park District at a special meeting held on September 28 1998 at 1605 East Burnley Street, Camarillo, California on a motion by Director Schau, seconded by Director Crane, and duly carried.

AYES: Crane, Rockenstein, Bush, Schau

NOES: 0

ABSENT: Reser

Nancy C. Bush

Chairman of the Board of Directors
Pleasant Valley Recreation and Park District

RESOLUTION NO. 426

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
TO AMEND CONFLICT OF INTEREST CODE**

WHEREAS, the California Political Reform Act, Government Code Section 81000 et seq., and specifically that portion of the Political Reform Act entitled "Conflict of Interest Code", commencing at Government Code Section 87300, require local government agencies within the State of California to adopt a Conflict of Interest Code providing for the disclosure of assets, income, and management positions, and providing for disqualification of persons from participation in certain decision-making processes; and

WHEREAS, a Conflict of Interest Code consistent with the requirements of the Government Code was adopted by the Board of Directors by Resolution No. 137; and

WHEREAS, as a result of changes in the law adopted by the Legislature, additional regulations promulgated by the Fair Political Practices Commission and Court decisions, and changes in the organizational structure of the District, the District's Conflict of Interest Code Exhibit A Designated Positions, is now in need of amendment; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 4th day of June, 2008, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

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

ATTESTED:

Patty Hamm, Secretary, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

RESOLUTION NO. 494
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
TO AMEND CONFLICT OF INTEREST CODE

WHEREAS, the California Political Reform Act, Government Code Section 81000 et seq., and specifically that portion of the Political Reform Act entitled "Conflict of Interest Code", commencing at Government Code Section 87300, require local government agencies within the State of California to adopt a Conflict of Interest Code providing for the disclosure of assets, income, and management positions, and providing for disqualification of persons from participation in certain decision-making processes; and

WHEREAS, a Conflict of Interest Code consistent with the requirements of the Government Code was adopted by the Board of Directors by Resolution No. 137; and

WHEREAS, as a result of changes in the law adopted by the Legislature, additional regulations promulgated by the Fair Political Practices Commission and Court decisions, and changes in the organizational structure of the District, the District's Conflict of Interest Code Exhibit A Designated Positions, is now in need of amendment; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 5th day of September, 2012, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Patty Hamm, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

ATTESTED:

Elaine Magner, Secretary, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

RESOLUTION NO. 530
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
TO AMEND CONFLICT OF INTEREST CODE

WHEREAS, the California Political Reform Act, Government Code Section 81000 et seq., and specifically that portion of the Political Reform Act entitled “Conflict of Interest Code”, commencing at Government Code Section 87300, require local government agencies within the State of California to adopt a Conflict of Interest Code providing for the disclosure of assets, income, and management positions, and providing for disqualification of persons from participation in certain decision-making processes; and

WHEREAS, a Conflict of Interest Code consistent with the requirements of the Government Code was adopted by the Board of Directors by Resolution No. 137; and

WHEREAS, as a result of changes in the law adopted by the Legislature, additional regulations promulgated by the Fair Political Practices Commission and Court decisions, and changes in the organizational structure of the District, the District’s Conflict of Interest Code Exhibit A Designated Positions, is now in need of amendment; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the “Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California” presented to the Board and attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 2nd day of July, 2014, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Robert Kelley, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

ATTESTED:

Neal Dixon, Secretary, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

EXHIBIT A – DESIGNATED POSITIONS AND FILING OFFICERS

# of POSITIONS	POSITION TITLE	DISCLOSURE CATEGORIES (From Exhibit B)	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency’s Clerk [AC])
5	DIRECTORS	1	COB
1	GENERAL MANAGER	1	COB
1	ADMIN SERVICES MANAGER		COB
Consultants ¹			

¹ The disclosure, if any, required of a consultant will be determined on a case-by-case basis by the head of the agency or designee. The determination of whether a consultant has disclosure requirements should be made in writing on a Fair Political Practices Commission Form 805. The determination should include a description of the consultant’s duties and based upon that description, a statement of the extent, if any, of the disclosure requirements. Each Form 805 is a public record and should be retained for public inspection either in the same manner and location as the Conflict of Interest Code, or with appropriate documentation at the location where the Conflict of Interest Code is maintained, cross-referencing to the Form 805.

EXHIBIT B – DISCLOSURE CATEGORIES

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

Category 1 – BROADEST DISCLOSURE

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

- (1) All sources of *income, gifts, loans and travel payments*;
- (2) All *interests in real property*; and
- (3) All *investments and business positions in business entities*.

Category 2 – REAL PROPERTY

[SEE FORM 700 SCHEDULE B]

All *interests in real property*, including *interests in real property* held by *business entities* and trusts in which the public official holds a business position or has an *investment* or other financial interest.

Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which engage in land development, construction, or real property acquisition or sale.

Category 4 – PROCUREMENT

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

Category 5 – REGULATION AND PERMITTING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

Category 6 – FUNDING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans and travel payments*, from sources which receive grants or other funding from or through the designated position's agency or department.

**ADDENDUM DESIGNATING OFFICIALS WHO
MANAGE PUBLIC INVESTMENTS**

Pursuant to Government Code section 87200 et seq., certain city and county officials, as well as all “other officials who manage public investments,” are required to disclose their economic interests in accordance with the Political Reform Act. This Addendum provides the relevant definitions for determining which public officials qualify as “other officials who manage public investments,” designates the agency’s positions which qualify as such, and states the Filing Officer for each designated position.

APPLICABLE DEFINITIONS

As set forth in 2 California Code of Regulations section 18701, the following definitions apply for the purposes of Government Code section 87200:

(1) “Other public officials who manage public investments” means:

(A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

(B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

(C) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (1)(B) above.

(2) “Public investments” means the investment of public moneys in real estate, securities, or other economic interests for the production of revenue or other financial return.

(3) “Public moneys” means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

(4) “Management of public investments” means the following nonministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

DESIGNATED POSITIONS AND FILING OFFICERS

Based on the foregoing, the following agency positions and/or consultants qualify as “other officials who manage public investments” and shall file Statements of Economic Interests (Form 700) pursuant to Government Code section 87200 et seq. with the below-designated Filing Officers:

# of POSITIONS	POSITION TITLE/CONSULTANT	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency’s Clerk [AC])

**RESOLUTION NO. 536
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT
TO AMEND CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code section 81000 et seq., requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings; and

WHEREAS, the terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the Pleasant Valley Recreation and Park District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Pleasant Valley Recreation and Park District. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A;

WHEREAS, IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves and adopts the "Conflict of Interest Code for the Pleasant Valley Recreation and Park District, County of Ventura, State of California" presented to the Board and attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 4th day of December, 2014, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Robert Kelley, Chair, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

ATTESTED:

Neal Dixon, Secretary, Board of Directors
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

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

DATE: September 7, 2016

SUBJECT: OUT OF RANGE EMPLOYEE SALARIES

RECOMMENDATION

It is recommended that the Board review the updated salary schedule to reflect the current salaries of employees out of range.

BACKGROUND

In 2014 the Pleasant Valley Recreation and Park District had its annual audit. The Auditors found an employee who was being compensated outside of the approved salary range. Upon that finding the District staff conducted a thorough audit of all employees' classification and salary ranges. It was determined over a dozen employees were either misclassified or not in the appropriate pay range. Most of these were addressed when the Board approved updated job descriptions and the salary listing in 2015.

Prior to the 2016 Board Approved Cost of Living Increase, three employees remained outside of the approved Classification and Salary range for their classifications. Staff began discussing possible solutions with both the Personnel Committee and the SEIU immediately following the close of union negotiations in the summer of 2015. Due to changes in SEIU representation, the District was unable to come to a tentative agreement on how to remedy the employees out of class. This past June, District staff was able to meet with SEIU to finalize the remedies for the remaining employees who are out of range.

It is critical that District employees remain within the Board approved salary range due to CalPERS requirements as well as for audit purposes.

ANALYSIS

The following three employees remain out of range:

Employee #1 – Park Maintenance Lead Worker (top of the current range \$33.44)

Employee's current hourly rate is \$33.80 which places him \$0.36 above current range. In 2017 he will not be eligible for the 1% COLA, and his hourly rate will be dropped to the approved \$33.77 (-\$0.03).

Employee #2 – Park Maintenance Lead Worker (top of the current range \$33.44)

Prior to the 2016 COLA this employee had an hourly rate of \$33.44 making him ineligible for the 2016 COLA. His hourly rate is now caught up and he will be eligible for the Board approved COLA in 2017.

Employee #3 – Grounds/Facilities II (top of the current range \$28.92)

Prior to the 2016 COLA this employee had an hourly rate of \$28.71 which was \$0.37 above the range. The range in 2015/2016 topped out at \$28.34. This employee was eligible for an increase of .07% in July 2016. He is now caught up to the current salary range and will be eligible for the Board approved COLA in 2017.

COMMITTEE REVIEW

The Personnel Committee met and reviewed the information on June 8, 2016.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

It is recommended that the Board review and approve the updated salary schedule to reflect the current salaries of employees out of range.

ATTACHMENTS

- 1) Classification and Salary Listing (1 page)



FULL TIME/PART TIME YEAR ROUND CLASSIFICATIONS AND SALARY RANGES

	Minimum	Maximum
	Bi-Weekly Hourly	Bi-Weekly Hourly
GENERAL MANAGER (Contract Employee)	\$4,366.65 \$54.58	\$5,413.60 \$67.67
ADMINISTRATIVE SERVICES MANAGER	\$3,000.00 \$37.50	\$3,811.47 \$47.64
ADMINISTRATIVE ANALYST	\$2,224.84 \$27.81	\$2,826.20 \$35.33
ACCOUNTING SPECIALIST	\$1,583.59 \$19.79	\$2,011.54 \$25.14
HUMAN RESOURCES SPECIALIST	\$1,583.59 \$19.79	\$2,011.54 \$25.14
CUSTOMER SERVICE REP LEAD WORKER	\$1,691.12 \$21.14	\$2,147.88 \$26.85
CUSTOMER SERVICE REPRESENTATIVE I	\$1,398.40 \$17.48	\$1,776.51 \$22.21
CUSTOMER SERVICE REPRESENTATIVE II	\$1,537.38 \$19.22	\$1,953.83 \$24.42
RECREATION SERVICES MANAGER	\$3,000.00 \$37.50	\$3,811.47 \$47.64
RECREATION SUPERVISOR	\$2,475.66 \$30.95	\$3,146.54 \$39.33
RECREATION COORDINATOR	\$2,067.69 \$25.85	\$2,626.30 \$32.83
RECREATION SPECIALIST	\$1,549.98 \$19.37	\$1,968.89 \$24.61
PROGRAM COORDINATOR - AQUATIC CENTER	\$1,549.98 \$19.37	\$1,968.89 \$24.61
PROGRAM SPECIALIST	\$1,174.40 \$14.68	\$1,492.14 \$18.65
PARK SERVICES MANAGER	\$3,000.00 \$37.50	\$3,811.47 \$47.64
PARK SUPERVISOR	\$2,478.28 \$30.98	\$3,149.88 \$39.37
PARK MAINTENANCE LEAD WORKER	\$2,104.97 \$26.31	\$2,674.81 \$33.44
*PARK MAINTENANCE LEAD WORKER - Adjusted Valid thru 07/07/2017	\$2,104.97 \$26.31	\$2,701.56 \$33.77
LEAD PARK RANGER	\$2,104.97 \$26.31	\$2,674.81 \$33.44
MECHANIC	\$2,104.97 \$26.31	\$2,674.81 \$33.44
IRRIGATION SPECIALIST	\$2,104.97 \$26.31	\$2,674.81 \$33.44
GROUNDS/FACILITIES I	\$1,583.59 \$19.79	\$2,012.38 \$25.15
GROUNDS/FACILITIES II	\$1,819.86 \$22.75	\$2,313.48 \$28.92

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

TO: BOARD OF DIRECTORS

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

DATE: September 7, 2016

**SUBJECT: APPROVAL OF THE ADDENDUM TO THE
CONTRACT AGREEMENT BETWEEN THE DISTRICT
AND QUALITY LANDSCAPE CARE FOR LANDSCAPE
MAINTENANCE SERVICES LOCATED AT MEL
VINCENT PARK**

RECOMMENDATION

It is recommended that the Board approve the addendum to the contract agreement between the District and Quality Landscape Care for landscape maintenance services to include maintenance for Mel Vincent Park.

BACKGROUND

Back in January 2010, the Board asked staff to evaluate the most cost effective way to provide landscape maintenance services for the District. Staff focused on the trend of expanding the utilization of contractual services in the park grounds maintenance department for regular programmed day-to-day maintenance. This approach has continued to augment and support the District's in-house staff and provides additional opportunities for specialized maintenance tasks while minimizing the overall operating expenses.

In February 2016, staff initiated a two year contract with an original budget of \$147,960 for landscape maintenance services with Quality Landscape Care at twenty four (24) District park sites. By utilizing a blend of in-house and contractual staff the District has been able to increase both service delivery and quality of standard maintenance in the parks.

Currently, Comstock Homes is finalizing the new 5 acre "turn-key" park parcel, (Mel Vincent Park) which is associated with the development known as Springville Township located within the Springville Specific Plan located north of U.S. Highway 101, south of Ponderosa Drive and east and west of Springville Drive. It is anticipated the District will assume responsibility for maintenance of the new park site in January of 2017. To maintain this new park site, staff has identified two different options:

1. Utilize in-house staff and equipment for maintenance of the new park site at an approximate cost of \$1,470 monthly (\$17,640 annually) for labor only.
2. Add the new park site to the existing landscape maintenance contract at the same level of service as the other contracted sites as defined in the "Specific Conditions" section of original contract for a negotiated additional amount of \$1,003 monthly (\$12,036 annually) for labor, equipment, and supplies.

ANALYSIS

After completing a cost analysis between the two options, staff concluded that option #2 was fiscally more sustainable than option #1. Based on the findings, staff is recommending that the current contract between the District and Quality Landscape be amended to include 6 months of service for the new park known as Mel Vincent Park from January 1, 2017 to June 30, 2017. This approach will continue to allow the Park Department staff the opportunity to pursue a number of in-house turf renovation and construction projects.

During the FY 2016-2017 budget development process, staff anticipated an increase to the landscape contract for the new park but was unsure when the new park would be completed and turned over to the District. Based on original speculations for the acquisition of the new park, staff had allocated an additional \$4,960 in funding in the event the District utilized contractual support for the maintenance support for the new park.

The FY 2016-2017 Parks Operating Budget identifies \$403,560.00 in the Professional Services Landscape Maintenance line item. Of this amount, staff had allocated \$147,960 which is \$12,330 per month for the Quality Landscape Care contract. The contract being proposed would be \$13,333 per month which is an increase of \$1,003 per month and a total of \$6,018 for the remainder of the fiscal year.

FISCAL IMPACT

The FY 2016-2017 Parks Operating Budget identifies \$403,560.00 in the Professional Services Landscape Maintenance line item. There is a \$2,418 negative fiscal impact to the Assessment budget this fiscal year as there was only partial funding allocated due to the unknown park construction completion date at the time of the budget development process.

RECOMMENDATION

It is recommended that the Board approve the addendum to the contract agreement between the District and Quality Landscape Care for landscape maintenance services to include maintenance for Mel Vincent Park.

ATTACHMENTS

- 1) Addendum to the Contract for Landscape Maintenance Services (2 pages)
- 2) Proposal letter from Quality Landscape Care (1 page)

JOB NAME: Quality Landscape Care
JOB/ CONTRACT # LM2016-2018

ADDENDUM TO CONTRACT FOR LANDSCAPE MANAGEMENT SERVICES
_____ , 2016

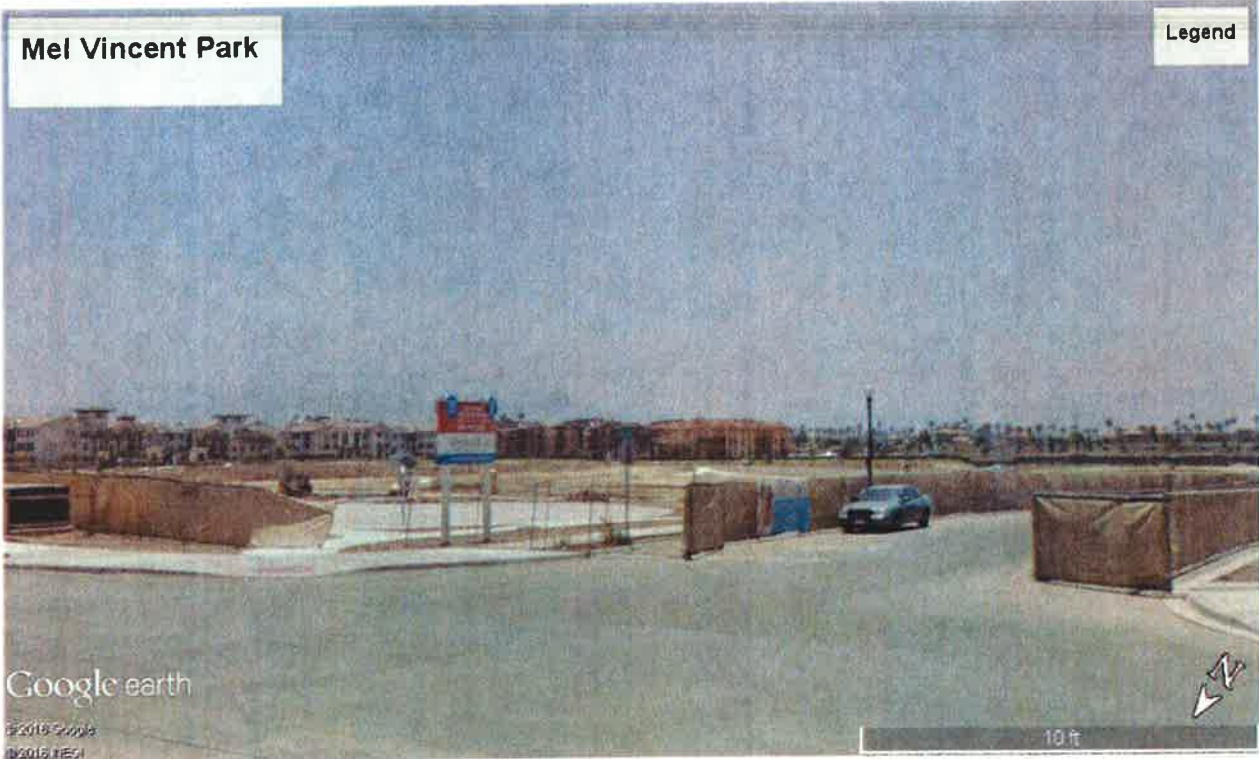
The provisions set forth on each page of this addendum shall hereby become an integral part of the contract to which it is attached with the same force and effect as if these changes had been entered directly on the original contract.

Only the provisions of the original contract noted hereon are modified by these provisions and then only to the extent noted. All provisions or portions of provisions in the original contract, which are not expressly modified by this addendum, shall remain in full force and effect.

CHANGES/ADDITIONS:

Add the new park site known as the Springville Township Development Park AKA “Mel Vincent Park” to the existing Landscape Maintenance Contract #LM2016-2018 for landscape maintenance service for an additional \$1,003.00 monthly beginning January 1, 2017 through the term of the contract.





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

Mycol, Inc. dba Quality Landscape Care
2719 Beene Road
Ventura, CA 93003

Signed By: _____
Mary Otten
General Manager

Signed By: _____
Michael Robinson
Owner/Operator

Mycol Inc.

QUALITY LANDSCAPE CARE

2719 Beene Rd. Ventura, CA 93003
Phone: (805) 861-7469
Hollyunderwood.qlc@att.net

July 29, 2016

Matthew Parker
Pleasant Valley Parks

Re: Springville Township, Tract Map 5561, Camarillo

Quality Landscape Care proposes to perform monthly maintenance services including to furnish all required labor, materials, supplies, equipment, transportation, supervision, technical, professional, and other services, and shall perform all operations necessary and required per Contract.

Monthly Maintenance \$ 1,003.00

Respectfully,
Holly Underwood
Mycol, Inc. Quality Landscape Care

Mycol, Inc. Quality Landscape Care
Mailing Address: P.O. Box 635 Ventura, CA 93002 Ventura Fax: 805.658.1838

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Amy Stewart, Recreation Services Manager

DATE: September 7, 2016

SUBJECT: BRANDING – PARK SIGNS

RECOMMENDATION

It is recommended that the Board review and approve the pilot program for park signs at Adolfo Park, Mission Oaks Park, and Woodcreek Park.

BACKGROUND

Branding meetings were held on February 24, March 31, and June 1, 2016. During these meetings the Ad Hoc Committee and the Board of Directors reviewed and decided on a design and approximate sizes for new park signs. In addition to the design, the Board established a priority listing for the installation of park signage. Parks with no signage and/or parks located along a busy street would be replaced first.

The District's existing park signs vary in age, type and consistency. Many of the current park signs are made of wood with raised letters and if still visible, have the District's old logo. There are some parks which have the name of the park but do not have the District's logo or the District's name on the park signage.

The FY 2016-2017 Budget was approved on July 6, 2016 and includes \$30,000 for park signs. This amount includes purchasing the signs, construction and installation. The Board directed staff to research companies and determine costs.

ANALYSIS

Staff researched both local and out of state sign companies. It was determined that signs should be easy to read, full color, able to withstand the outdoor elements, contain an ultra violet (UV) and a graffiti resistant coating, and a warranty deemed acceptable by both staff and Board. After viewing many types of signs (wood, composite material, and metal, etc.), staff determined it would be best to perform a pilot program. This pilot program would consist of installing four signs at three parks using different sign companies and materials. Park staff will install the signs and purchase materials for the installation or framing as needed.

The following three parks were chosen because there is currently no sign in place and/or the park is located on a busy street and the sign needs immediate replacement. If approved, the following park signs and sizes will be installed using the materials quoted in this report.

Park	Size	Location	Single/Double	Material	Cost	Frame/Post
Adolfo Park	3'x6'	Adolfo	Double Sided	InterLOC	\$1816.95	Included
Woodcreek Park	2'x4'	Lynnwood	Single Sided	InterLOC	\$ 295.83	None
Woodcreek Park	3'x6'	Woodcreek	Single Sided	Dibond	\$ 331.92	None
Mission Oaks Park	3'x6'	Fieldcrest	Double Sided	MDO	\$ 858.55	\$300 - \$500

Staff will consider the following primary factors when determining the exact placement of signs: visibility, space allowed, traffic flow, speed of traffic and location of existing irrigation.

The current sign at Adolfo Park is single sided, low to the ground and in poor condition. The new sign may be placed in the same location or relocated due to space and irrigation. It will be double sided, raised approximately three feet from the ground, may sit perpendicular to the street, and have a sturdy three inch aluminum frame and posts. Landscaping around the sign will be drought tolerant. The sign and posts will arrive prefabricated from the company. District staff would install the prefabricated sign, frame and posts into the ground. (See attachment for an artist rendering of this sign.)

Woodcreek Park currently does not have a sign and is accessible from two streets (Woodcreek and Lynnwood). Both signs will be single sided, unframed and attached to the existing chain link fence due to the lack of space so no additional frame or post costs will be added to the sign cost listed above. District staff would handle the installation of these two signs.

Mission Oaks Park currently does not have a sign and is accessible primarily from Mission Oaks Blvd and Fieldcrest. The new sign would be placed along Fieldcrest, be double sided and installed by staff. This sign will be elevated from the ground approximately three feet and the posts will be constructed of wood or stone veneer. Materials will be purchased by staff; these costs are not included in the price of the sign listed above.

The three materials used for this pilot program are:

InterLOC: ImageLOC® is a proprietary new green imaging technology. It involves layering specially formulated organic materials onto an etched aluminum or steel surface to create a substrate suitable for printing. The sign is printed directly onto the coated aluminum utilizing a proprietary printing and curing process to fuse the inks into the surface of the organic substrate. A specifically formulated topcoat is then applied which permeates the image substrate, forming a strong protective layer that locks the image in place.

Dibond: Aluminum composite (also known by the trade names of Dibond, Alucobond and Alupanel) consists of two thin sheets of aluminum enclosing a polyethylene core. Suitable for a wide range of applications, they are lightweight but strong and the extremely flat surface makes it great for digital applications.

MDO: Medium Density Overlay outdoor plywood. It will be primed and digitally printed. If printed on one side, then the other side is primed and painted in color of choice.

All signs will be installed by early October. This allows time for Board and staff to view the signs and address comments at the November Board meeting while receiving further direction.

FISCAL IMPACT

The fiscal impact of the park sign purchase and installation is included in the approved FY 16-17 budget at \$30,000. The cost of the pilot program will be expensed from the \$30,000 total for this project.

RECOMMENDATION

It is recommended that the Board review and approve the pilot program as stated above for park signs at Adolfo Park, Mission Oaks Park, and Woodcreek Park.

ATTACHMENTS

- 1) Adolfo Park Sign (1 page)

**PLEASANT VALLEY
RECREATION & PARK DISTRICT**



Adolfo Park

Park Est. 1983

pvrpd.org

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Mitchell Cameron, Administrative Analyst

DATE: September 7, 2016

**SUBJECT: CONSIDERATION AND APPROVAL TO REQUEST
PROPOSALS FOR A DISTRICT NEEDS ASSESSMENT**

RECOMMENDATION

It is recommended that the Board of Directors approve the Request for Proposals (RFP) for the Needs Assessment required to further enhance the District's understanding of the community's needs.

BACKGROUND

In 2013 the District embarked on a Strategic Plan which was to serve as a framework to set direction for making decisions over a five-year period (2013-2018). This document was developed to focus on the following areas: 1) collaborations with strategic partners, 2) address the challenges of providing balance of programs and facilities, 3) address demographic changes, and 4) organizational health to meet the District's service goals. In 2013 The District also developed a 5-year Capital Improvement Plan (2013-2018); this plan included facilities and parks that would require modification, replacement and improvement over the next 5 years.

This Needs Assessment will accomplish one of the visions that was set three (3) years ago and identify additional funding mechanisms, facilities, and programs as well as gaps to meet the needs identified in the 2013 Strategic Plan and Capital Improvement Plan.

ANALYSIS

The purpose of the Needs Assessment is to identify the needs of groups and individuals within the community. The RFP includes five different tasks to develop a comprehensive recreation and park needs assessment that addresses current gaps in recreation and park offerings as well as project needs that will enable future planning efforts. The five different tasks staff have identified to accomplish this goal include:

- 1.- Community Outreach and Public Participation
2. Level of Service Analysis
3. Park and Recreation Gap Analysis
4. Feasibility and Implementation
5. Final Presentation

District staff will utilize the data captured within this assessment to develop a comprehensive plan that will meet the needs of the community for years to come.

The RFP will open on September 9th, 2016 at 2:00 pm and close on October 7th, 2016 at 2:00 pm.

FISCAL IMPACT

There is no fiscal impact at this time. After reviewing and evaluating the bids, staff will return to the Board and request approval with this action. Bids will be brought back to the Board at which time there will be a fiscal impact which was approved in the Budget for FY 16/17.

RECOMMENDATION

It is recommended that the Board of Directors approve the Request for Proposals for the Needs Assessment required to further enhance the District's understanding of the community's needs.

ATTACHMENTS

- 1) RFP Needs Assessment (10 pages)

**REQUEST FOR PROPOSALS (RFP)
FOR
RECREATION AND PARKS NEEDS ASSESSMENTS**



September 7, 2016

Submit Proposals to:

Pleasant Valley Recreation & Park District

Attn: Mitchell Cameron

1605 E. Burnley Street

Camarillo, CA 93010

(805) 482-1996 x15

Mcameron@pvrpd.org

RFP responses to be received until 2:00pm Friday October 7, 2016

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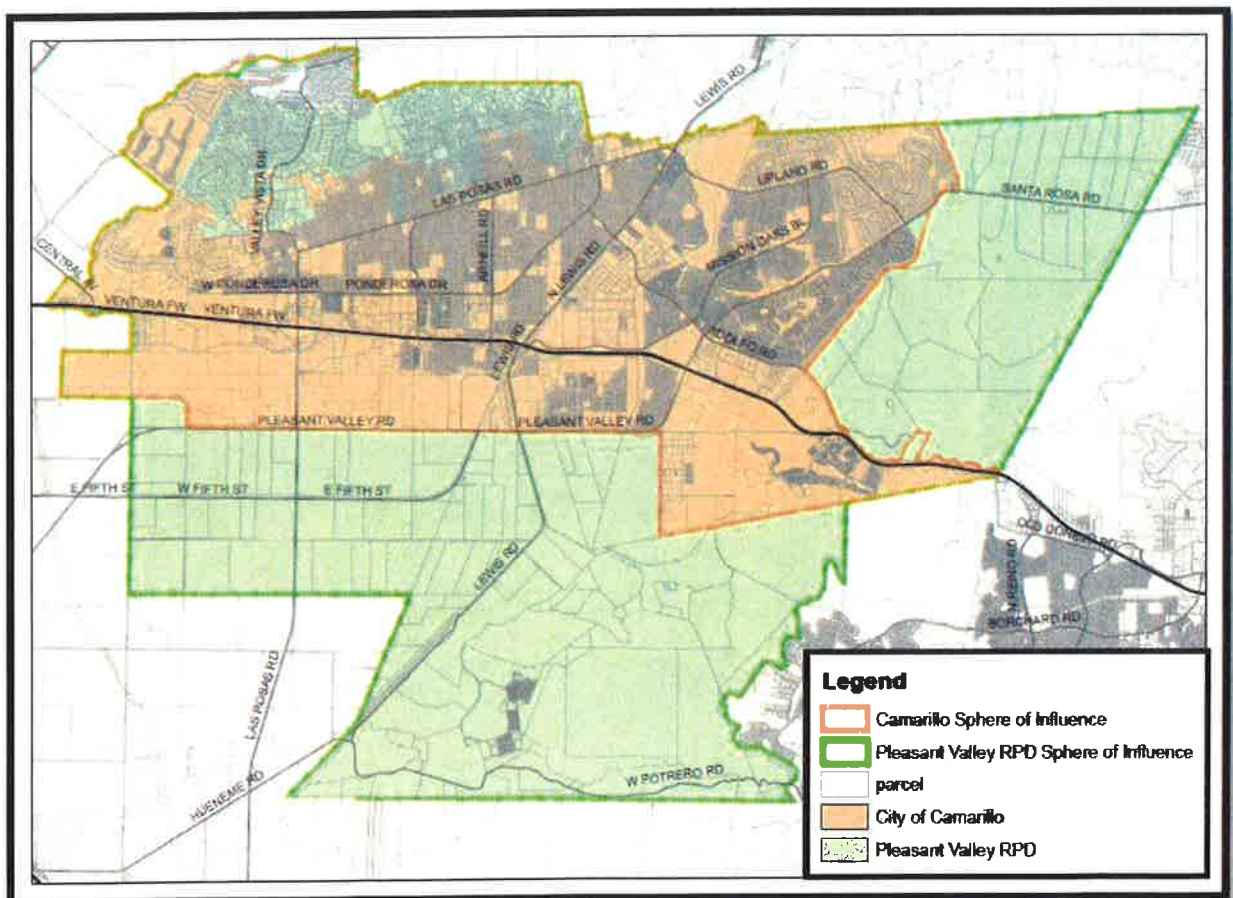
Project Schedule 10

The Pleasant Valley Recreation and Park District (PVRPD) is issuing this Request for Proposals (RFP). PVRPD seeks to retain the services of a consultant firm, or firms working in partnership, to carry out a comprehensive recreation and parks needs assessment. This effort will require close coordination with the PVRPD, the City of Camarillo, and other community recreation providers.

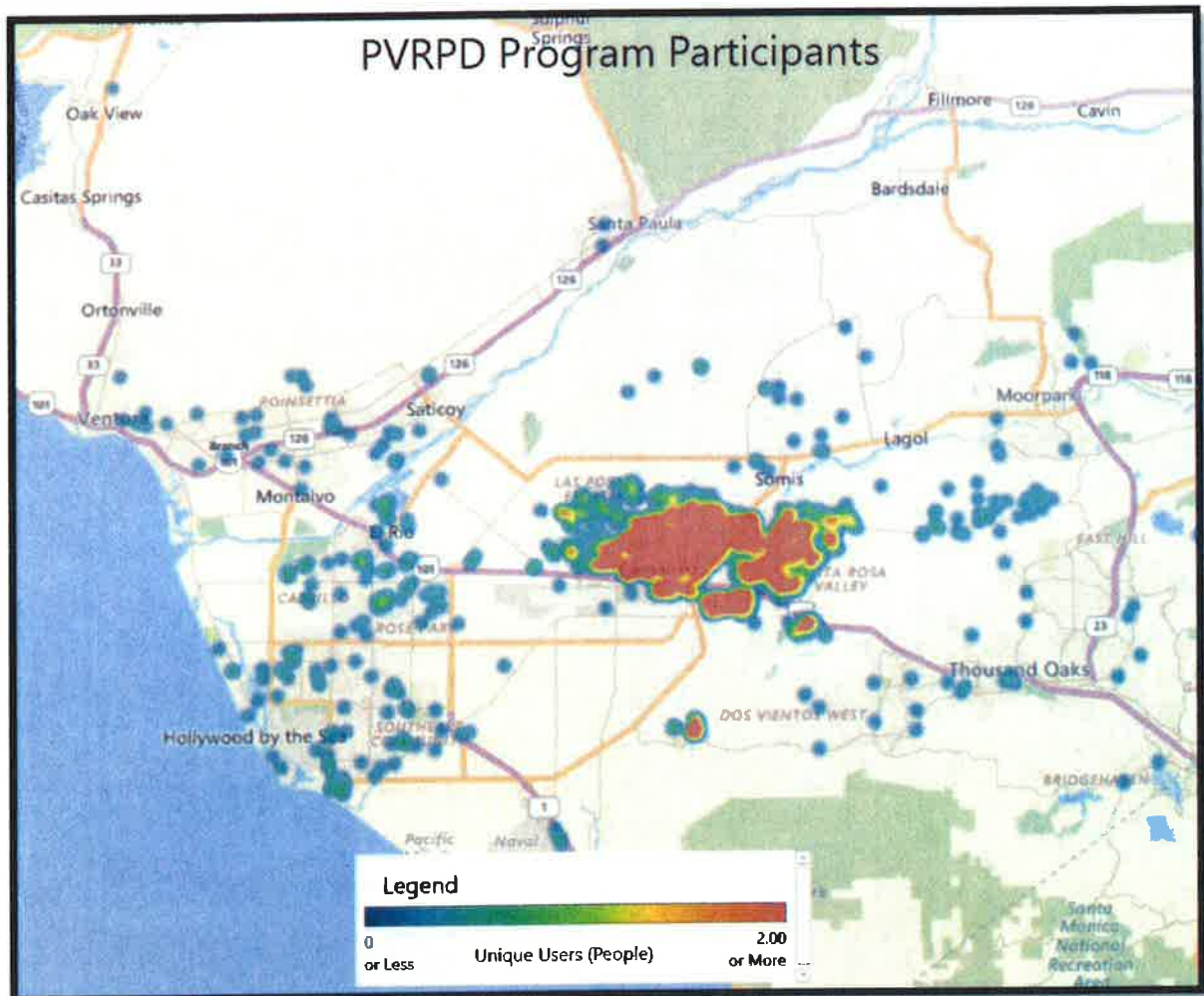
Introduction

The Pleasant Valley Recreation and Park District, an independent special district, was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District is located in and around the city of Camarillo, serves a population of over 70,000 and covers an area of approximately 45 square miles. It has grown from one park to 27 parks since its inception 54 years ago. Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, tennis courts, a running track, walking paths, premier soccer fields, hiking trails, picnic pavilions, children’s play equipment, and barbecue areas.

Below is a map that displays the District’s sphere of influence:



Below is a heat map that displays the residence of participants in our programs:



Project Goal

The overall goal of this project to develop a comprehensive recreation and parks needs assessment that addresses current gaps in recreation and parks offerings and projected needs that will enable future planning efforts.

Project Scope

This RFP requests proposals to accomplish several tasks:

1. Community Outreach and Public Participation:

The community outreach process for this project will be critical in engaging the community and building support for the identified needs related to parks and recreation. The consultant shall determine satisfaction levels of current

offerings and identify unmet needs in the community. Examples of community outreach may include:

- a. Focus Group Meetings
- b. Community Wide Meetings
- c. Surveys (Mail/Telephone/and Internet)
- d. Stakeholder/User Group Interviews (Board/City/HealthCare District)
- e. Community Workshops
- f. Statistically-Valid Survey

Special Considerations:

The proposed outreach plan must include an approach to obtain input from PVRPD nonresidents located in Somis and Santa Rosa Valley who utilize District facilities. The plan shall also include a strategy to obtain input from difficult to reach user groups including those with time constraints and language barriers.

Deliverables: The consultant shall include a statistically valid survey, a combination of other survey methodologies and prepare summary reports with supporting data for all outreach activities. The summary reports should include photographs, graphics, maps and an electronic searchable inventory of outreach materials and input provided at any meeting. The report should include a community profile with the potential to break reports up by demographics.

2. Level of Service Analysis

The consultant shall perform an inventory of District assets and perform a level of service analysis that can be broken down by demographic and neighborhood, a minimum expectation would include:

- a. An overview of District offerings
- b. Asset inventory and analysis
- c. Facility inventory and analysis
- d. Parks inventory and analysis
- e. Recreation Programs inventory and analysis
- f. Analysis of potential partner organizations

3. Park and Recreation Gap Analysis

The consultant shall conduct a gap analysis of Park and Recreation with the purpose of identifying underserved and overserved neighborhoods and demographics.

The gap analysis should at minimum compare:

- a. The District offerings
- b. The community need
- c. The Industry standard and trend

The analysis should include:

- a. An itemized list of programs, facilities and assets that would fill current gaps between the need and current District offerings
- b. Prioritized list based off current needs
- c. Identification and prioritization of future needs

Deliverables: Develop a map, prioritized list and other visual aids that identify projects and programs that will meet current and future needs of PVRPD users and residents. The methods used to conduct this analysis should be clearly explained. All raw data must be included in final electronic submission.

4. Feasibility and Implementation

The consultant will provide financial cost estimates and projected costs related to all identified projects, programs and recommendations presented in the report. This report will include:

- a. Identification of potential funding source
- b. Timeline for implementation with future cost taken into account
- c. Maintenance and operation cost analysis
- d. Plan to develop programming based off analysis
- e. Develop a program for acquisition and development of parkland, recreation, facilities, open space, trails, and parks maintenance and administration of facilities for the future
- f. Implementation plan which includes strategies, priorities, and an analysis of budget support and funding mechanisms for the short term, mid-term and long term

Deliverables: Develop a comprehensive report outlining recommendations and results of analysis.

5. Final Report Preparation and Presentation

Administrative Draft Report

- a. The consultant shall prepare a Draft report for District/City Staff review and comment.

Deliverables: The consultant shall include 5 hardcopy Administrative Draft Reports and 1 electronic report for District/City Staff review and comment. The

consultant will conduct a meeting with staff to review and discuss refinements to the administrative draft.

Final Report and Presentation

- a. The consultant shall prepare a final report and present their findings to the PVRPD Board.

Deliverables: The consultant shall submit one digital reproducible final report on a USB thumb drive, 5 hard copies of the final report, and all of the supporting data. In addition, the consultant will present the final report with a PowerPoint presentation and any other visual aids to the PVRPD Board.

PVRPD staff intends to work closely with the selected consultant throughout this process to refine the scope of work as is appropriate to complete the objectives of the assessment.

Submission Requirements

- 1. Questions: Inquiries concerning the RFP should be addressed on or before 2pm Friday October 7, 2016 to:

Mitchell Cameron, Administrative Analyst at mcameron@pvrpd.org

Proposal Submission: This Request for Proposals (RFP) cannot identify each specific task required to successfully implement this project. PVRPD relies on the experience, professionalism and competence of the proposing firm to be knowledgeable of the general areas identified in the project description and of professional expectations for this sort of work. This includes but is not limited to required tasks and subtasks, personnel commitments, work hours, direct and indirect costs, etc. to complete the tasks and subtasks.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the consultant's lack of cost consciousness. Elaborate art work, expensive paper, and expensive visual and other presentations are neither necessary nor desired.

- 2. Six (6) copies of the proposal, plus an electronic version must be submitted containing the following elements:
 - Cover letter
 - Previous project history, including the firm's specific role in the project. Include key personnel that worked on each project

listed for the firm. A firm must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years. If there is no negative history to disclose, the firm must affirmatively state in its proposal that there is no negative history to report.

- A brief narrative which indicates the management structure of the firm, tenure of management, and ownership of the firm.
- The resumes of professional personnel who will be working on this project and their specific responsibilities. The firm's project manager, who will be responsible for planning, coordinating and conducting the majority of the work, must be identified and committed to the project. The District must approve changes to key personnel committed to work on the project subsequent to award of contract.
- A narrative briefly describing the proposed approach, using general descriptions for the activities and how this approach will ensure timely completion of the project. Also, supply a work flow diagram with performance milestones and relative time frames for completion.
- A summary and description of the methodologies that will be utilized to accomplish the overall goal of this project
- A client reference list from previous projects of similar scope and magnitude. List should include key personnel, contact information and their position within the agency.
- A hyperlink or hardcopy of similar projects completed by the firm.
- An itemized cost proposal and the firm's hourly rate. This must be included in a separate sealed envelope.
- A disclosure of all personal, professional or financial relationships with any officer or employee of the District.

Failure to comply with the terms of this provision may disqualify any proposal. Late submissions after the deadline will not be accepted. The District reserves the right to reject any proposal based upon the firm's prior documented history with the District or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

Firm Selection

Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP can be cause for rejection of the proposal. The District may reject any proposal if it is conditional, incomplete or contains irregularities. The District may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the consultant from compliance with the contract requirements if the consultant is awarded a contract. The District will evaluate all proposals and may elect to set up interviews to help identify the most qualified firm. The proposals will be evaluated on a variety of factors including but not limited to:

Past Performance Record

Experience in work of similar complexity and scale. Efficiency and timeliness in completion of projects. Experience in projects completed for public entities.

Staffing Capabilities / Technical Competence

Familiarity with applicable codes and regulations. Training and proven expertise in the area of work required.

Approach to Work

Methodology to be implemented to address and coordinate the various elements within the project.

Quality Control

Demonstrated ability to provide professional level deliverables, accurate and qualified research and narrative writing style that meets professional and District standards.

Ease of Use

Final report shall contain enough technical detail to satisfy District staff, but also contain summaries and figures that will easily communicate its message to elected officials and the public.

Creativity

The District recognizes the complexity of this project and encourages the creativity in firms to accomplish the overall goal of this project.

References

The District will contact the references of the top proposals and will use that information in the evaluation and selection process.

Fee

Fees charged in the proposal will be considered along with other proposal evaluation factors.

The successful firm to whom work is awarded shall, within 30 days of Board approval, enter into a contract with the District for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract.

Project Schedule

1. Release Request for Proposal- September 9, 2016
2. **Deadline for Proposals- October 7, 2016 2:00pm**
3. Consultants Selected for Interview October 14, 2016
4. Interviews Conducted- October 19-21, 2016
5. Approval and Award of Project- November 3, 2016
6. Completion of Preliminary Assessment- April 2017
7. Presentation of Final Report to PVRPD Board- May 2017

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Bob Cerasuolo, Park Services Manager

DATE: September 7, 2016

**SUBJECT: CONSIDERATION AND APPROVAL OF BID
SPECIFICATIONS AND REQUEST FOR PROPOSAL
FOR PARKING LOT REPAIRS AT BOB KILDEE PARK**

RECOMMENDATION

It is recommended the Board of Directors approve the attached bid specifications and the Request for Proposal (RFP) for the asphalt replacement located at Bob Kildee Park Parking Lot and direct staff to solicit proposals for the approved bid specifications.

BACKGROUND

This Capital Improvement Project was identified in the FY 2013/2018 Long Range Capital Improvement Plan Budget. The funding and project were identified during the budget workshops for Fiscal Year 2016/2017.

The project is designed to repair and maintain the asphalt parking lot, pathways, and surfaces throughout the park. The main section of this parking lot has a row of six pine trees that over the years have had the roots protrude through the asphalt causing a safety concern for the public and District. These trees are approximately 47 years old and due to the limited space, watering source and the asphalt, they have grown together and have created one large tree mass. At this time the tree roots are lifting the asphalt which have created both safety and liability issues for park patrons and their vehicles.

ANALYSIS

Asphalt parking lots, like any improvement, have a projected service life based on construction methods, maintenance levels, and a number of other factors. The District is responsible for the maintenance and upkeep of over five (5) acres of parking lots. All the lots require maintenance and repair ranging from cleaning and seal coat applications to removing or replacing alligator sections, and complete failures.

To address the current needs of the parking lot located at Bob Kildee Park, the following items will be addressed: 1) remove approx. 6000 square (sq.) feet (ft.) of raised asphalt, 2) grade and compact subgrade, 3) install approximately 105 linear feet of 2"x4" header board and pave back with 3" inches of hot mix asphalt, 4) clean and tack approx. 1200 sq. ft. of existing low spots then skin patch with hot mix asphalt, 5) clean approx. 132,000 sq. ft. and 6) apply Type 2 road slurry. The last step will be to restripe the parking lot to match the existing parking pattern.

The systematic repair and maintenance of these required infrastructure items will extend their service life. This project will complete the repair and maintenance at this site and set a starting point for scheduled preventative maintenance practices.

The bidding process will open on September 12th, 2016 at 2:00 pm and close on October 11th, 2016 at 2:00 pm.

FISCAL IMPACT

There is no fiscal impact at this time. After reviewing and evaluating the bids, staff will return to the Board and request approval with this action. Bids will be brought back to the Board at which time there will be a fiscal impact which was approved in the Capital Budget for FY 16/17. The fiscal impact is estimated to be about \$120,000.

RECOMMENDATION

It is recommended the Board of Directors approve the attached bid specifications and the Request for Proposal (RFP) for the asphalt replacement located at Bob Kildee Park Parking Lot and direct staff to solicit proposals for the approved bid specifications.

ATTACHMENT

- 1) Bid Specification (58 pages)
- 2) RFP (8 pages)
- 3) Photos (2 pages)

SPECIFICATIONS FOR

Bob Kildee Parking Lots and Walkways

REMOVE AND REPLACE APPROX. 6000 SQ FT OF RAISED ASPHALT DUE TO TREE ROOTS, CLEAN AND TACK APPROX 1200 SQ FT OF EXISTING LOW SPOTS THEN HOT MIX ASPHALT AND CLEAN APPROX 131,000 SQ FT AND APPLY TYPE 2 ROAD SLURRY, ALSO RE-STRIPE TO MATCH EXISTING PARKING PATTERNS

AT

BOB KILDEE PARK

1030 TEMPLE AVENUE

CAMARILLO, CALIFORNIA 93010

September 7, 2016

PLEASANT VALLEY RECREATION AND PARK DISTRICT

Camarillo, California

**Project Number:
BC-2016 AA**

PLEASANT VALLEY RECREATION AND PARK DISTRICT
REMOVING, REPLACING, PATCHING, SLURRYING AND STRIPING
SPECIFICATION NUMBER BC-2016 AA
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PLEASANT VALLEY RECREATION & PARK DISTRICT

1605 East Burnley Street
Camarillo, California 93010

NOTICE INVITING BIDS

For the Construction to Remove and replace approximately 6000 Sq. Ft of Tree root damage, approximately 1200 Sq. Ft of low areas, approximately 132,000 Sq. Ft of slurry on Parking Lots and Walkways, and restripe to match existing markings.
[Specification No. BC-2016-AA]

N-1 NOTICE IS HEREBY GIVEN that sealed bids will be received by Pleasant Valley Recreation & Park District, a public agency (hereinafter "District"), at its office, 1605 East Burnley Street, Camarillo, California 93010, until 2:00 p.m. on **Tuesday, October 11, 2016** at which time and place the bids will be publicly opened and read aloud for the construction (including the furnishing of all labor, materials, tools, services, materials, supplies, transportation, equipment, utilities, and other necessary items and facilities) of the work and all appurtenances thereto as described in Section N-3. All Work must be performed in strict accordance with the specifications and drawings on file at the office of District. Bids shall be submitted in sealed envelopes marked as directed in Section 5 of the Instructions to Bidders. **Bids received after the deadline specified will be returned unopened to the bidder.**

N-2 LOCATION OF THE WORK -- The Work to be constructed pursuant to these specifications is located at Bob Kildee Park, 1030 Temple Ave, Camarillo, California, 93010.

N-3 DESCRIPTION OF WORK - The work contemplated under this project is furnishing all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees, and other costs incidental to the Work) required for removing approximately 6000 Sq Ft of raised asphalt caused by tree roots, remove tree roots and dispose of all debris, grade and compact subgrade and install approximately 105 LF of 2x4 header board then pave back with 3" inches of hot mix asphalt. Clean and tack approximately 1200 Sq. Ft. of existing low spots to be marked out with SS1-H emulsion, then skin patch with hot mix asphalt. Clean approximately 132,000 Sq. Ft. of existing asphalt parking lot and walkways, then re-stripe to match existing striping plan to include red curbs and blue handicap as well. (the "Work").

N-4 COMPLETION OF WORK - Time is of the essence. The Work must be completed within **60 calendar days** after the commencement date in the Notice to Proceed. Liquidated damages will be assessed as set forth in the Contract Documents for failure to meet the specified completion date.

N-5 CLASSIFICATION OF CONTRACTORS' LICENSES - In accordance with Public Contract Code Section 3300, a Contractor submitting a proposal for performance of the Work shall possess a C-12 License (or highest recognized license to perform specified work) at the time the contract is awarded. A Contractor shall certify that the license(s) specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated by the Contract Documents, and submission of a bid shall be deemed certification thereof by the bidder. A Contractor shall provide District with its Contractor's license number and expiration date as provided in its bid, and shall present to the District satisfactory evidence that the contractor is licensed and is in good standing. The successful bidder shall maintain its license in good standing throughout the course of the ~~74/149~~ **Work.**

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

N-7 PREBID CONFERENCE AND SITE INSPECTION. Interested bidders and third parties shall attend a Prebid Conference and Site Inspection on **Tuesday, September 27, 2016 commencing at 10:00 a.m., at Bob Kildee Park project site.** The Prebid Conference and Site Inspection are mandatory for submission of a bid. The Prebid Conference and Inspection shall begin promptly at the listed time.

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

N-9 BIDS TO REMAIN OPEN -- The bidder shall guarantee the total bid price for a period of sixty (60) consecutive calendar days from the date of Bid Opening.

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

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

N-12 Contractor's attention is also directed to the requirements of SB 854 (2014), which among other things requires all contractors and subcontractors to be registered with the California Department of Industrial Relations ("Department") before bidding on or being listed on a bid proposal for a public works project, or performing work on a public works project. The Work is subject to prevailing wage compliance monitoring and enforcement by the Department. Contractor shall post all notices at the site of the Work required by the Department.

N-13 CONTRACT DOCUMENTS -- A full set of Contract Documents is available for inspection without charge at the office of the District and are hereby made a part of this Notice Inviting Bids. Complete sets of said Contract Documents may be obtained from Cyber Copy USA as set forth in Section 11 of the Instructions to Bidders.

DATED: -----

**PLEASANT VALLEY RECREATION & PARK
DISTRICT**

**BY
MARY OTTEN, GENERAL MANAGER**

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK

The work contemplated under this project is furnishing all materials, labor, equipment, tools services, transportation utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees and other costs incidental to the Work) required for removing approximately 6000 Sq Ft of raised asphalt caused by tree roots, remove tree roots and dispose of all debris, grade and compact subgrade and install approximately 105 LF of 2x4 header board then pave back with 3" inches of hot mix asphalt. Clean and tack approximately 1200 Sq. Ft of existing low spots with SS1- H emulsion then skin patch with hot mix asphalt. Clean approximately 132,000 Sq Ft of existing parking lot and walkways, then re-stripe to match existing striping plan to include red curbs and blue handicap as well. (the "work"). **This job is on a tight schedule and the project will start on November 7, 2016 and finish on November 26, 2016. (Weather permitting)**

2. INTERPRETATION OF DRAWINGS AND DOCUMENTS

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

3. ADDENDA OR BULLETINS

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

4. PROPOSALS

Proposals (bids) shall be made on a form included in these Specifications. Numbers shall be stated both in writing and in figures and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Proposals should not contain any recapitulation of the work to be done, and alternative proposals will not be considered unless called for. No oral, telegraphic, fax, email or telephonic proposals or modifications will be considered. Proposals shall be mailed or delivered in a sealed envelope, clearly marked "**Bid #BC-2016-AA**" to the Pleasant Valley Recreation and Park District, Parks Service Manager, 1605 East Burnley Street, Camarillo, CA 93010 (District office), and shall arrive no later than

2:00 p.m. on Tuesday October 11, 2016 in the District office, whereupon the bids will be opened at 2:15 p.m. Bidders or their representative or other interested parties may be present at the opening of the bids. Pursuant to the provisions of Sections 4100 to 4108, inclusive, of the Public Contract Code of the State of California, every bidder shall in his bid set forth:

- 4.1. The name and location of the place of business of each subcontractor who will perform the work or labor, or render service to the bidder in or about the work, in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidders' total bid.
- 4.2. The portion of the work which will be done by each such subcontractor.
- 4.3. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2 of 1%) of the Bidders' total bid, he agrees to perform that portion himself. The successful Bidder shall not without consent of the District either:
- 4.4. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
- 4.5. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
- 4.6. Sublet or subcontract any portion of the work in excess of one-half of one percent (1/2 of 1%) of the total bid as to which his original bid did not designate the subcontractor.
- 4.7. Proposals must be accompanied with a certified check, cashier's check or bidder's bond (in the mandatory form provided within these Contract Documents), for an amount not less than ten percent (10%) of the total bid amount proposed by the Bidder, made payable to the order of the District. Said check or bond shall be given as a guarantee that the Bidder will timely enter into a contract if awarded the work, and in case of refusal or failure to enter into said contract, the check or bond as the case may be, shall be forfeited to the District.
- 4.8. The Contract will be awarded to the lowest responsible, responsive bidder on the basis of the total cost for all work indicated.
- 4.9. Each bid must conform and be responsive to the Contract Documents. Failure to conform to the bid instructions may render a bid non-responsive. Submission of the following Bid forms is required:
 - 4.9.1. Bid Form
 - 4.9.2. Bid Schedule of Work and Prices
 - 4.9.3. Designation/List of Subcontractors (if none, indicate N/A)
 - 4.9.4. Non-Collusion Declaration
 - 4.9.5. Bidders Questionnaire
 - 4.9.6. Bid Security Form

5. WITHDRAWAL OF BID

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

6. OPENING OF BIDS

- a. Bids shall be opened at 2:15 p.m. and publicly read aloud at the time and place set forth in Section 5 herein.

7. AWARD OR REJECTION OF BIDS

- a. The District reserves the right to waive any informality or irregularity in any bid, to reject any or all bids, to reject one part of a bid and accept another, and to make award of the Contract to the lowest responsible and responsive bidder as it may serve the best interest of the District.
- b. Subject to any requirements set forth in the Public Contract Code, in determining a responsible bidder consideration will be given to the trustworthiness, quality, fitness and capacity of the bidder, which includes but is not limited to the general experience of the bidder to satisfactorily perform the Work contemplated herein. Professional integrity and honesty shall be essential requirements. All Bidders shall complete the Bidders Questionnaire which shall assist the District in the determination of Bidders fitness expressed above.

8. PREVAILING WAGES

- a. The successful bidder and any of its subcontractors shall pay to all workers not less than the general prevailing rate of per diem wages (for general, holiday and overtime work) as determined by the Director of the California Department of Industrial Relations for the locality where the work is to be performed. A copy of the wage rate schedule is on file at the District office and shall be made available upon request. The successful bidder shall post a copy of the schedule at the Site of the Work. In accordance with SB 854 (2014), Contractor and any subcontractor(s) must be registered with the California Department of Industrial Relations before they may be listed on a bid proposal for a public works project, or perform work on a public works project.
- b. The successful bidder and any of its subcontractors shall review and comply with the Assembly Bill 219.

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

- a. Having satisfied all conditions of award as set forth elsewhere in the documents, the successful Bidder shall, within the period specified herein, furnish (1) a performance bond, in the sum of 100% of the total bid, as security for the faithful performance of the contract; and (2) a payment bond, in the sum of 100% of the total bid, as security for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, employed or used by him in performing the work. Each such bond shall be in an appropriate form satisfactory to District and shall bear a date, and each bond shall be as specified in the General Conditions. On each such bond, the rate of premium shall be stated together with total amount of premium charged. The current power-of-attorney for the person who signs for any surety company shall be attached to the bond. The successful bidder shall also furnish to District within this same time frame evidence of insurance coverage satisfactory to District in accordance with Article 12 of the General Conditions.

10. PLAN HOLDER REQUIREMENTS

- a. Bidders must be a Plan Holder of Record. Plans and Specifications will ONLY be available to review or for purchase directly from CyberCopyUSA (www.cybercopyusa.com), or phone 805.642.3292; fax 805.715.1535 for a non-refundable fee of (\$ 50.00) plus \$15.00 shipping and handling after Sept 7, 2016. The Plans and Specifications may be obtained in either hardcopy format or electronic medium format-CD. For information you may contact Mynor at CyberCopy, phone 310.736.1001. No Plans for this project.

11. CLASSIFICATION OF CONTRACTORS' LICENSE(S)

- a. In accordance with Public Contract Code Section 3300, a bidder submitting a bid for the performance of the Work shall possess a Class 12 license (or highest recognized license to perform specified work) at the time the Contract is awarded. The successful bidder shall maintain the license in good standing throughout the course of the Work. Submission of a bid shall be deemed certification by the bidder that it possesses the required license(s) and that the license specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated herein. A bidder shall upon request furnish the District with proof of current licensing status.

12. TIME OF ESSENCE

- a. Time is of the essence. The Work must be completed within Sixty (60) calendar days after the commencement date specified in the Notice to Proceed. Liquidated damages will be assessed, as set forth in the Agreement for failure to meet the specified completion date.

13. SECURITIES WITHHELD TO ENSURE PERFORMANCE

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

BID FORM

Sealed bids will be received by the Park Service Manager of the Pleasant Valley Recreation and Park District at 1605 East Burnley Street, Camarillo, CA. 93010 (District Office)

October 11, 2016 @ 2:00 P.M.

Board of Directors:

Ladies/Gentlemen:

Having carefully examined the Notice Inviting Bids, Instructions to Bidders, the General Conditions, the Special Conditions, and Plans and Specifications, any addenda thereto, and any other Contract Documents, and having examined the Site of the Work, the locality where the Work is to be performed and local conditions thereto, the legal requirements (applicable federal, state and local laws, ordinances, rules and regulations) for the Work, the conditions affecting cost, progress and performance (including but not limited to bid quantities and specifications.) The work contemplated under this project is furnishing all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees, and other costs incidental to the Work) required for removing approximately 6000 Sq. Ft. of raised asphalt caused by tree roots, remove tree roots and dispose of all debris, grade and compact subgrade and install approximately 105 LF of 2x4 header board then pave back with 3" inches of hot mix asphalt. Clean and tack approximately 1200 Sq. Ft. of existing low spots to be marked out with SS1-H emulsion, then skin patch with hot mix asphalt. Clean approximately 132,000 Sq. Ft of existing asphalt parking lot and walkways, then re-stripe to match existing striping plan to include red curbs and blue handicap as well. (The "Work").located at the Bob Kildee Park, 1030 Temple Ave, Camarillo, California 93010, and to accept in full payment thereof the Base Bid Grand Total Bid Price (based on the Lump Sum) set forth in the attached Bid Schedule of Work and Prices, upon which award of this Contract will be made. The contract price includes the costs of bonds, insurance, license and permit fees, taxes and any other item. Cost or expense incidental to this Contract. In the case of discrepancies between words and figures, the words shall prevail.

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

The undersigned has checked carefully all the figures and information contained in this Bid Form and the Bid Schedule of Work and Prices and understands that the Pleasant Valley Recreation and Park District will not be responsible for any errors or omissions on the part of the undersigned in making this Bid. This Bid and any surety provided in connection therewith shall remain open for sixty (60) days from the date of bid opening, unless otherwise required by law.

MANDATORY FORM

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

The Bidder hereby certifies the accuracy of the representations made herein concerning the contractor's license number, type and expiration date; that the license(s) are current and valid; and the license(s) is/are in a classification appropriate to the Work to be undertaken. In conformance with current statutory requirements contained in California Labor Code Section 1860 et seq., the undersigned confirms the following as its certification:

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

Bidder Acknowledges Receipt of the Following Bid Addenda:

No. 1 ___ Date _____

No. 2 ___ Date _____

No. 3 ___ Date _____

No. 4 _____ Date _____

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

Name of Surety _____

Address _____

Surety Company Agent _____

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

Bidder (Business) Name _____ Federal Taxpayer ID No. _____

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

Bidder hereby warrants that Contractor and any subcontractor(s) are registered with the California Department of Industrial Relations.

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

Date: _____, 2016

AUTHORIZED SIGNATURES

By: _____

Print Name: _____

Title: _____

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

By: _____

Print Name: _____

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

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Bidder's Business Address:

Telephone No.: _____ Fax No.: _____

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

BIDDER'S NAME: _____

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

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

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

BASE BID GRAND TOTAL (Bid Prices in Words) _____

DEDUCTIVE ALTERNATES

N/A

Award of Contract will be made to the lowest responsible, responsive bidder on the basis of the total base bid submitted for the Work.

DESIGNATION OF SUBCONTRACTORS

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

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

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

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

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

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

LIST OF SUBCONTRACTORS
(Add sheets as necessary)

Name: _____

Address: _____

City: _____ Telephone: (_____) _____

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

Type of Work: _____

Name: _____

Address: _____

City: _____ Telephone: (_____) _____

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

Type of Work: _____

Name: _____

Address: _____

City: _____ Telephone: (_____) _____

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

Type of Work: _____

Name: _____

Address: _____

City: _____ Telephone: (_____) _____

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

Type of Work: _____

NON-COLLUSION
DECLARATION TO BE
EXECUTED BY BIDDER AND
SUBMITTED WITH BID [Public
Contract Code Section 7106]

[Must Be Notarized]

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].

(Signature)

(Typed Name)

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

BID SECURITY FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, said Principal has submitted a Bid to said Owner to perform the Work required under the Bid Schedules of Owner's Contract documents entitled Bob Kildee Park, all in accordance with the Contract Documents, including specifications and drawings on file at the offices of the Owner.

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

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of _____, 2016

_____ (SEAL)

_____ (SEAL)

(Seal and Notarial Acknowledgement of Surety)

Principal

Surety

(Signature)

(Signature)

MANDATORY FORM

NOTE:

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

BOB KILDEE PARK RENOVATION

All Bidders **MUST** complete this form and it **MUST** be submitted with the bid. Failure to do so will render a bid non-responsive. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer as the term is used by State of California Contractor State License Board and/or in which any equity holder (e.g. shareholder, partner, member) of the Bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management projects performed by Company.

"Contact Information" means the name, address and telephone number of a person or entity.

For all **YES** answers please provide complete explanations on extra sheets and identify by number the question to which the information pertains

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

9	Has Bidder or Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the governmental agency's contact information.		
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EVALUATION ELEMENTS

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

Contractor Officer's Signature:

Title

Date

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

AGREEMENT

Bob Kildee Parking and Walkways

THIS AGREEMENT, made and entered into on _____ 2016 by
and between Pleasant Valley Recreation & Park District, a public entity, hereinafter referred to
as "Owner," and

Hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined in Article 1.1 of the General Conditions, are hereby incorporated in and made a part of this Agreement as though fully set forth herein. If there exist any provisions of local, state or federal laws, ordinances or regulations which are required to be expressly set forth in the Contract Documents and have not been included therein, such provisions are incorporated herein as if expressly set forth.
2. For and in consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to perform the Work generally described as all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees and other costs incidental to the Work) required for removing approximately 6000 Sq. Ft. of raised asphalt caused by tree roots, remove tree roots and dispose of all debris, grade and compact subgrade and install approximately 105 LF of 2x4 header board then pave back with 3" inches of hot mix asphalt. Clean and tack approximately 1200 Sq. Ft. of existing low spots to be marked out with SS1-H emulsion, then skin patch with hot mix asphalt. Clean approximately 132,000 Sq. Ft. of existing asphalt parking lot and walkways, then re-stripe to match existing striping plan to include red curbs and blue handicap as well (the "Work") at the Pleasant Valley Recreation & Park District's (District) Bob Kildee Park (Site), located at 1030 Temple Ave, Camarillo, California 93010, as specifically set forth in said Contract Document entitled Bob Kildee Parking Lot for which award of contract was made; to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees by acquisition of workers' compensation insurance or by qualification as a self-insurer. Contractor shall perform the Work in accordance with any local, state and federal ordinances, laws and regulations applicable to the Work, including but not limited to those pertaining to the safety of workers performing the Work, payment of prevailing wages to workers employed on the Work, and compliance with all provisions of the California Labor Code. applicable to the Work, which (consistent with Section 1 hereto) are incorporated by reference hereto as if specifically set forth.

3. The Contractor shall provide for payments on all required insurance policies, and shall obtain all necessary permits and licenses for performance of the Work. The Contractor shall furnish and remove all plant, temporary work or structures, tools, and equipment necessary to accomplish the Work contemplated by this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for well and faithfully completing the Work within the stipulated time and in the manner shown and described in the Contract Documents and in accordance with any requirements of the Engineer, the Owner shall pay, and the Contractor shall receive as full compensation therefore, the prices set forth in the accepted Bid Schedule (Proposal). The total compensation to be paid to Contractor shall be computed on the basis of the units of work actually performed in accordance with the requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Schedule for completion of the Work.
4. The Work shall commence within five (5) days after the date specified in the Notice to Proceed issued by the Owner, and shall be fully completed no later than Sixty (60) calendar days from the date specified in the Notice to Proceed. Time is of the essence for completion of the Work. If the Work is not completed in the time specified herein, plus any extension of time as allowed, the parties recognize: (a) that Owner will suffer financial damages which are, and will continue to be, impracticable and extremely difficult to ascertain; and (b) the delay, expense and difficulty involved in proving the actual damages suffered by Owner as a result of such delay. Accordingly, instead of requiring such proof, the parties agree that as authorized by California Government Code section 53069.85, Contractor shall pay to Owner as liquidated damages, and not as a penalty, the sum of Two Hundred and Fifty Dollars (\$250.00) for each calendar day that expires after the time specified for completion of the Work. The parties hereby incorporate by reference the provisions of Section 3.1 of the Special Conditions into these Contract Documents, and they further agree that this Section 4 of this Agreement complies with Public Contract Code Section 7203.
5. The Owner promises and agrees to employ, and does hereby employ, Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained in this Agreement.
6. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the Owner, in accordance with the Contract Documents. The Work under this Agreement shall be completed to the approval and entire satisfaction of the District.

7. To the fullest extent permitted by law, the Contractor shall assume the defense of and indemnify and hold harmless the District and its respective directors, officials, officers, employees, representatives, consultants, agents and volunteers, and each of them (collectively herein "Indemnitees") from and against:

- a. Any and all claims, demands, causes of action, actions, proceedings, damages, costs, expenses (including costs of defense and attorney's fees), losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person, including the Indemnitees, and damages to or destruction of property of any person, including the Indemnitees', arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the Indemnitees;
- b. Any and all claims, demands, causes of action, actions, proceedings, damages, costs, expenses (including costs of defense and attorney's fees), penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any existing governmental law, ordinance or regulation relating to the Work, specifically including but not limited to the safety of workers, compliance with which is the responsibility of Contractor, any subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- c. Contractor shall defend, at the Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Indemnitees.
- d. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnitees in any such suit, action or other legal proceeding.
- e. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- f. Contractor agrees to carry insurance for this purpose as set out in the specifications. See Article 12 of the General Conditions, entitled INSURANCE, for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitees.

8. If any provision of this Agreement or any of the Contract Documents is found by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would then become valid and unenforceable, then such provision shall be deemed written, construed and enforced as so limited taking into account the intent of the parties at the time of executing this Agreement.
9. In employing Contractor to perform the Work contemplated under the Contract Documents, the Owner has relied on the experience, expertise and integrity of the Contractor. The rights and obligations of the Contractor under this Agreement shall therefore not be assignable without the prior express written consent of the Owner.
10. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.
11. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Ventura County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the state courts of the State of California in and for the County of Ventura or in the United States District Court, Central District of California.
12. The individuals executing this Agreement on behalf of Owner and Contractor hereby warrant that they possess the legal authority to sign this Agreement on behalf of their respective party.

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

"OWNER"

"CONTRACTOR"

By: _____

License No(s). _____

Its: _____
[TITLE]

Expiration Dates(s) _____

By: _____

By: _____

Its: _____
[TITLE]

Its: _____
[TITLE]

Address: For Giving Notice to Owner

By: _____
Its: _____
[TITLE]

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for performance of Work generally described as all materials, labor, equipment, tools services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees and other costs incidental to the Work) required for removing approximately 6000 Sq. Ft. of raised asphalt caused by tree roots, remove tree roots and dispose of all debris, grade and compact subgrade and install approximately 105 LF of 2x4 header board then pave back with 3" inches of hot mix asphalt. Clean and tack approximately 1200 Sq. Ft. of existing low spots to be marked out with SS1-H emulsion, then skin patch with hot mix asphalt. Clean approximately 132,000 Sq. Ft of existing asphalt parking lot and walkways, then re-stripe to match existing striping plan this is to include red curbs and blue handicap as well. (The "Work").at the Pleasant Valley Recreation & Park District's (District) Bob Kildee Park (Site), located at 1030 Temple ave, Camarillo, California 93010, as specifically set forth in said Contract Document entitled Bob Kildee Park, and is required under the terms of the Contract Documents to give this bond in connection with the execution of said contract:

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

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor

or the Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alteration or extensions of the contract is hereby waived by the Surety.

WITNESS on this day _____ day of _____, 20

Contractor:

By: _____

Title: _____

By: _____

Title: _____

SEAL

Surety:

By: _____

Title: _____

Home Office Address: _____

Phone: _____

Attorney-in-Fact _____

Address: _____

Phone: _____

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No. _____

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

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for performance of the Work generally described as all materials, labor, equipment, tools services, transportation utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds license and permit fees and other costs incidental to the Work)) required for removing approximately 6000 Sq. Ft. of raised asphalt caused by tree roots, remove tree roots and dispose of all debris, grade and compact subgrade and install approximately 105 LF of 2x4 header board then pave back with 3" inches of hot mix asphalt. Clean and tack approximately 1200 Sq. ft. of existing low spots to be marked out with SS1-H emulsion, then skin patch with hot mix asphalt. Clean approximately 132,000 Sq. Ft of existing asphalt parking lot and walkways, then re-stripe to match existing striping plan this is to include red curbs and blue handicap as well. (The "Work").at the Pleasant Valley Recreation & Park District's (District) Bob Kildee Park (Site), located at 1030 Temple Ave, Camarillo, California 93010, as specifically set forth in said Contract Document entitled Bob Kildee Parking Lot and is required under the terms of the Contract Documents to give this bond in connection with the execution of said contract;

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

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

FURTHER PROVIDED, that, as provided in Article 15 of the General Conditions entitled "Termination of Contract," and upon termination in accordance with said Article 15, if the direct and indirect costs of completing the Work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the Work, exceed the balance due the Contractor, on failure of Contractor to pay, the Surety shall pay on demand by Owner. Any portion of such difference not paid by Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of ten percent (10%) per annum or the maximum rate authorized by California law, whichever is lower.

GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

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

- 1.1.9 The word **Materials** shall include all raw materials, fabricated materials, equipment, apparatus, fixtures, appliance, and substances which are a component part of, or which are contributory to the work of the Contractor, unless specifically provided otherwise.
- 1.1.10 The word *Satisfactory* shall be understood to be followed by the words and acceptable to the District.
- 1.1.11 The term *Building Code* in the specifications or on the drawings shall be construed to mean the California Building Code. 2015
- 1.1.12 The words required, necessary, or proper shall be understood to be followed by the words to complete the work satisfactory and acceptable to the District.
- 1.1.13 The words *directed* or *approved* shall be understood to be followed by the words *by the District*.
- 1.1.14 The term *Architect* shall mean California Licensed Architect.
- 1.1.15 The masculine gender shall include the feminine and neuter; the singular number shall include the plural, and the plural, the singular; and the term "person" shall include a person, firm, corporation or association.
- 1.1.16 The initials N.I.C. shall indicate that the article referred to on the drawings is to be furnished by the District. If the item is to be installed by the Contractor, it shall be so stated in the plans or specifications.
- 1.1.17 Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm, or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to him who gives notice.
- 1.1.18 All time limits stated in the Contract Documents are of the essence of the Contract. The term "days" refers to consecutive calendar days, unless otherwise provided.

1.2 EXECUTION OF CONTRACT

- 1.2.1 The Contractor to whom the work is awarded, shall, within five (5) days after being notified of such award, enter into a Contract with the District for the work in accordance with the drawings and the specifications, and provide the District with bonds and evidence of insurance coverage as provided in Article 10 of the Instructions to Bidders.

1.3 DRAWINGS AND SPECIFICATIONS (Not Applicable)

- 1.3.1 The specifications, for convenience, are arranged in the several sections

indicated, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the Contractor and the Subcontractors.

1.3.2 In general, the drawings will show dimensions; position and kind of construction, and the specifications will show qualities and methods. Any work indicated on the drawings and not mentioned in the specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked, or specified, shall be the same as similar parts that are detailed, marked or specified.

1.3.3 In the case of differences between the specifications and the drawings, the specifications shall govern. Should an error appear in the drawings or specifications, or in the work done by others affecting this work, the Contractor shall notify the District at once and the District will issue instructions as to procedure. If the Contractor proceeds with the work so affected without instructions from the District, he shall make good any resulting damage or defects. This includes typographical errors in the specifications and notational errors on the drawings where doubtful of interpretation. Figured dimensions on the scale drawings shall govern.

1.3.4 The general character of the detail work is shown on the contract drawings, but minor modifications may be made in the large scale or full size drawings. The District will furnish additional details to explain the work more fully and the same shall be considered a part of the Contract. Any work performed before receipt of such details, if not in accordance with them shall be removed and replaced or adjusted as directed, without expense to the District. Should any details submitted later than the Contract drawings and specifications, in the opinion of the Contractor, be more elaborate than the drawings and specifications warrant, written notice thereof shall be given to the District within five (5) days of receipt of such details. The District will then consider the claim and if justified, said detail drawings shall be amended or the extra work authorized. Non-receipt of such notice shall relieve the District of any claims.

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

1.4 COPIES FURNISHED

1.4.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications

reasonably necessary for the execution of the work. All drawings, specifications and copies thereof furnished by the District are and shall remain his property. They are not to be used on any other project and are to be returned to the District on request at the completion of the work.

ARTICLE 2 DISTRICT

2.1 ADMINISTRATION OF THE CONTRACT

- 2.1.1 The District will provide general administration of the construction contract, including performance of the functions hereinafter described.
- 2.1.2 The District has authority to stop work whenever such stoppage may be necessary to insure the proper execution of the Contract.
- 2.1.3 The District shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.
- 2.1.4 The District shall have the right to accept or reject materials and workmanship. His decisions in matters relating to artistic effect shall be final.
- 2.1.5 The District is the interpreter of the conditions of the Contract and the judge of its performance; The District shall use his powers under the Contract to enforce its faithful performance.
- 2.1.6 The District Park Services Manager will make periodic visits to the site to familiarize himself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of his on- site observations.
- 2.1.7 The District will endeavor to guard against defects and deficiencies in the work of the Contractor.
- 2.1.8 The District will not be required to make continuous on-site inspections to check the quality or quantity of the work.
- 2.1.9 The District will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

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

ARTICLE 3 INSPECTOR

3.1 INSPECTOR

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

ARTICLE 4 CONTRACTOR

4.1 CONTRACTOR

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

contractors.

4.2 SUPERVISION AND CONSTRUCTION PROCEDURES

- 4.2.1 The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.
- 4.2.2 The Contractor warrants to the District that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents.
- 4.2.3 Whenever any materials, apparatus, equipment, or process is indicated or specified by patent or proprietary name, and/or by the name of the manufacturers, the name so indicated or specified shall be deemed and construed to be followed by the words "or equivalent in quality and utility." Within thirty (30) days after the award of the Contract the Contractor may submit to the District for approval proposed substitutions for items specified with all data required to make a complete analysis. If a substitute offered by the Bidder shall not be deemed by the District to be equal to that so indicated or specified, then the successful bidder, as Contractor, shall furnish, erect, or install the material, apparatus, equipment, or process indicated or specified by name.

4.3 COMPLIANCE WITH LAWS; NOTICES; PERMITS AND FEES

- 4.3.1 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work, especially those relating to the safety of workers and all persons who may come into contact with the job. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the District in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District, he shall assume full responsibility therefore and shall bear all cost and liabilities attributable thereto.
- 4.3.2 The Contractor shall make application for and secure the General Building Permit from the City or County, in which the work is located, if such permit is required. The Contractor shall pay all other fees and secure all other permits required and necessary to complete the work.

4.4 CASH ALLOWANCES

4.4.1 [Deleted].

4.5 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

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

4.6 PROGRESS SCHEDULE

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

4.7 SHOP DRAWINGS AND SAMPLES

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

4.7.2 Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.

4.7.3 The Contractor shall review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other Contractor, all shop drawings and samples required by the Contract Documents or subsequently by the District. Shop drawings and samples shall be properly identified as specified. At the time of submission, the Contractor shall inform the District in writing of any deviation in the shop drawings or samples from requirements of the Contract Documents.

4.7.4 By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials catalogue numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents.

4.7.5 The District will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the

Contract Documents. The District's approval of a separate item shall not indicate approval of an assemblage in which the item functions.

- 4.7.6 The Contractor shall make any corrections required by the District and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the District on previous submissions.
- 4.7.7 The District's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has informed the District in writing of such deviation at the time of submission and the District has given written approval to the specific deviation, nor shall the District's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.
- 4.7.8 No portion of the work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the District. All such portions of the work shall be in accordance with approved shop drawings and samples.
- 4.7.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the work "Broom Clean," or its equivalent, except as otherwise specified.
- 4.7.10 The Contractor fails to clean up, the District may do so and the cost thereof shall be charged to the Contractor.

4.8 INDEMNIFICATION

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

Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whom any of them may be liable, the indemnification obligation in the Agreement (Contract) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 4.8.3 The obligations of the Contractor shall NOT extend to the liability of the District, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the District, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- 4.8.4 Consistent with Public Contract Code Section 9201, the District shall timely notify Contractor if it receives any third-party claims attributable to the Work, and Contractor shall reimburse District for its reasonable costs in connection therewith. Contractor shall also timely notify District in the event Contractor receives such notice of third-party claims attributable to the Work.

ARTICLE 5

SUBCONTRACTORS

5.1 SUBCONTRACTORS

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

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

5.2 SUBCONTRACTS

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

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

5.3 RELATION OF CONTRACTOR AND SUBCONTRACTOR

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

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

5.4 PAYMENTS TO SUBCONTRACTORS

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

ARTICLE 6 SEPARATE

CONTRACTS

6.1 DISTRICT'S RIGHT TO AWARD SEPARATE CONTRACTS

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

6.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

- 6.2.1 The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.
- 6.2.2 If any part of the Contractor's work depends for proper execution or results

upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the District any apparent discrepancies or defects in such work that render it unsuitable for such proper execution of their work, and shall properly connect and coordinate his work with theirs.

- 6.2.3 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 SUCCESSORS AND ASSIGNS

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

7.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK

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

7.3 ROYALTIES AND PATENTS

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

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

7.4.2 The Labor and Material Bond shall provide for amounts due under the Unemployment and Insurance Act with respect to such work or labor.

7.4.3 Contractor shall use the forms provided with these specifications or which are otherwise satisfactory to the District in form and substance. The bonds shall be secured by a surety company authorized to conduct business within the State of California and satisfactory to the District.

7.5 OCCUPANCY

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

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

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

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

7.6 GUARANTEE

7.6.1 The Contractor shall be held responsible for and must make good any

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

- 7.6.2 The Contractor shall be responsible for all damage to any part of the project Work caused by leaks, breaks, or other failure due to faulty material or workmanship within a period of one-year (1) after completion and final acceptance.
- 7.6.3 All guarantees must be submitted to the District before the final installment of the Contract will be approved for payment.

7.7 TESTS

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

7.8 DISPUTE RESOLUTION

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

ARTICLE 8

TIME

8.1 TIME

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

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

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

8.2 PROGRESS AND COMPLETION

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

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

8.3 DELAYS AND EXTENSIONS OF TIME

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

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

**ARTICLE 9
PAYMENTS AND COMPLETION**

9.1 SCHEDULE OF VALUES

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

9.2 PROGRESS PAYMENTS

On or about the first day of each month, the Contractor shall submit to the District an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the District may require, for ninety-five percent (95%) of all work performed during the preceding month. Retention proceeds withheld by the District shall not exceed five percent (5%) of the Contract payment price.

9.2.1 If payments are to be made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of Bills of Sale or such other procedures satisfactory to the District to establish the District's title to such materials or equipment or otherwise protect the District's interest including applicable insurance and transportation to the site. Consistent with Section 8 of the Special Conditions, Contractor is responsible for the security of materials, equipment and items stored at the site of the Work.

9.2.2 The Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the District upon the receipt of such payment by the Contractor, free and clear of all liens, claims security interests or encumbrances. No work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor; or by any person performing the work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.2.3 Review and payment of progress payments are subject to the provisions of Public Contract Code Section 20104.50.

CERTIFICATES FOR PAYMENT

- 9.3.1 The issuance of a Certificate for Payment will constitute a representation by the District, based on the Inspectors observations at the site and the data comprising the Application for Payment that the work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, and that the as-built drawings are being currently maintained.
- 9.3.2 After the Certificate for Payment has been received and processed, the District shall make payment in the manner provided in the Agreement. Retention proceeds are subject to the provisions of Public Contract Code Sections 7107 and 7201.
- 9.3.3 No Certificate for a Progress Payment, or any progress payment nor any partial or entire use or occupancy of the Project by the District, shall constitute an acceptance of any work not in accordance with the Contract Documents.

9.4 PAYMENTS WITHHELD

- 9.4.1 The District may decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in its opinion to protect the District from loss, because of defective work not remedied, failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment or unsatisfactory prosecution of the work by the Contractor. In the event of a dispute between the District and the Contractor, the District may withhold from the final payment any amounts authorized by law.

9.5 SUBSTANTIAL COMPLETION

- 9.5.1 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Allocation for Payment, the District will promptly make such inspection and, when the Inspector finds the work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections the work has been completed in accordance with the terms and conditions of the Contract Documents and that ninety five percent (95%) of the Contract amount is due and payable. The District shall then file the Notice of Completion.

FINAL PAYMENT

9.5.2 The five percent (5%) retention payment, called the Final Payment, shall be paid when all work of the Contractor on all construction on which he is required to perform any of said work is fully accepted by the District, but not less than 35 days after the Notice of Completion has been recorded. Such payments shall be of an amount equal to the balance of the Contract Price. Release of the final payment is also subject to the provisions of Public Contract Code Section 7107.

9.6 LIENS

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

ARTICLE 10

EMPLOYMENT AND WAGES

10.0 EMPLOYMENT QUALIFICATIONS

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

WAGE RATES

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

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

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

Contractor's attention is hereby directed to the provisions of SB 854 (2014). Among other requirements, Contractors and Subcontractors must be registered with the California Department of Industrial Relations ("Department") before they may bid on or be listed on a bid proposal for a public works project, or perform work on the project. Contractor is also hereby notified that the Work is subject to prevailing wage compliance monitoring and enforcement by the Department. The Contractor shall post job site notices at the site of the Work in accordance with Department regulations.

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

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all employees on the work site and all other persons who may be affected.

The Contractor shall comply with all applicable laws, ordinances, regulations and orders of any public authority having jurisdiction for the safety of persons. (Including personnel of Contractor and any subcontractor(s)) or property or to protect them from damage, injury or loss. He shall erect and maintain as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Unless designated otherwise by Contractor, Contractor's Superintendent shall serve as Contractor's safety officer at the Site the Contractor shall furnish and erect temporary fences around the Work areas (as indicated on the drawings or otherwise), and elsewhere where required for protection of the Work and any persons, and shall prevent unauthorized persons from entering the construction area. Fences shall be 6' high above grade. Necessary gates for access to any buildings shall be placed where directed by the District.

All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, and Sub-subcontractor, or anyone directly or indirectly employed by an of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the District or anyone employed by the District which are not attributable to the fault or negligence of the Contractor.

The Contractor shall not load or permit any part of the work to be performed so as to endanger the safety of its personnel or the personnel of Subcontractor(s).

The provisions of Public Contract Code Section 7104 (relating to notice of latent or hazardous conditions) and Labor Code Section 6705 (relating to trench excavation plans for worker safety) are incorporated herein by reference as if set forth in full.

ARTICLE 12 INSURANCE

LIABILITY INSURANCE

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

The Contractor and all Subcontractors shall each provide and maintain the following minimum amounts of insurance:

General Liability Insurance (including operations, products and completed operations): Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Work/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.

Workers' Compensation: As required by the State of California.

Employers' Liability: Two Million Dollars (\$2,000,000) per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown herein, the District shall be entitled to coverage for the higher limits.

Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CGOO 01)
- b. Insurance Services Offices Form No. CA 00 01 covering Automobile Liability, code 1 (any auto)
- c. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

Any deductibles or self-insured retentions must be declared to and approved by the District. At District's option, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, directors and employees; or Contractor shall provide a financial guarantee satisfactory to District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The District, and its officers, directors and employees are to be covered as insureds with respect to liability arising out of or automobiles owned, leased, hired or borrowed on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including parts, equipment or materials furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 11 85 or equivalent) to the Contractor's insurance policy, or as a separate owner's policy.
- b. For any claims related to this Project (Work), the Contractor's insurance coverage shall be primary insurance as respects the District, and its officers, directors and employees. Any insurance or self-insurance maintained by the District or its officers, directors or employees shall be in excess of Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the district. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to effectuate this waiver of subrogation.
- d. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, and its employees, agents and subcontractors.
- e. Insurance is to be placed with insurers with a current A.M. Best's rating of

no less than A: VII unless otherwise acceptable to the district.

- f. Contractor shall furnish District with original certificates and endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on forms otherwise acceptable to the District, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- g. Contractor's compliance with these provisions does not modify or eliminate in any way Contractor's indemnity and defense obligations as set forth elsewhere in these Contract Documents.

ARTICLE 13

CHANGES IN THE WORK

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

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

COST DETERMINATION

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

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

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

Six percent (6%) of the net extra cost (including any overhead and profit allowed by the

Contractor to the Subcontractor within the percentages above prescribed) to the Contractor of all subcontracted work involved in the change.

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

MINOR CHANGE IN THE WORK

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

CLAIMS FOR EXTRA COST

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

ARTICLE 14

CORRECTION OF WORK

UNCOVERING OF WORK

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

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

CORRECTION OF WORK

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

If, within one year (1) after the Date of Substantial Completion any of the work is found to be

defective or to in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the District to do so unless the District has previously given the Contractor a written notice of such condition. The District shall give such notice promptly after discovery of the condition.

ARTICLE 15 TERMINATION OF CONTRACT

STOPPAGE OF WORK

Should the Contractor be adjudged a bankrupt, or should a petition in bankruptcy be filed against him, or should he make a general assignment for the benefit of his creditors or should an attachment or execution be levied upon the property of the Contractor, or should a receiver be appointed because of his insolvency, or should he persistently or repeatedly fail or refuse to supply enough properly skilled workmen and proper material, or should he fail to make prompt payment to his employees, suppliers, and subcontractors, or should he persistently disregard laws and ordinances and the instructions of the Districts, or should he fail, neglect or refuse to conform to all provisions of the Contract, the District, without prejudice to any other right or remedy it may otherwise have, may thereupon after giving the Contractor and his Sureties seven (7) days written notice, terminate the Contract, enter upon the site of work, take possession of all materials, tools, apparatus, equipment and appliances and complete the work of the Contractor by whatever method it shall determine most advantageous to the District. The Contractor and his sureties shall be liable to the District for any excess cost occasioned to the District thereby.

The foregoing provisions for termination of the Contract are in addition to and not in limitation of the right of the District under any other provisions of the Contract or at law.

Attention is directed to the provisions of Section 4410 of the Government Code of the State of California which is as follows: "In the event a national emergency occurs, and public work, being performed by the Contract is stopped, directly or indirectly because of the freezing or diversion of materials, equipment or labor, as a result of an order or a proclamation of the President of the United States, or of an order of any Federal Authority, and the circumstances or conditions are such that it is impractical within reasonable time to proceed with a substantial portion of the work, then the District and the Contractor may, by written agreement, terminate said Contract."

If the work should be stopped under an order of any court or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the District should fail to issue any Certificate for Payment within seven (7) days after it is due, or if the District should fail to pay to the Contractor within fifteen (15) days after its maturity and presentation, any sum certified by the District or awarded by arbitrators, then the Contractor may, upon seven (7) days' written notice to the District stop work or terminate this contract and recover from the District payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damage.

ARTICLE 16

MISCELLANEOUS PROVISIONS

ADDITIONAL MISCELLANEOUS PROVISIONS

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

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

END OF SECTION

SPECIAL CONDITIONS

1.1 SCOPE OF WORK

The work contemplated under this project is furnishing all materials, labor, equipment, tools services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees and other costs incidental to the work) required for removing approximately 6000 Sq. Ft. of raised asphalt caused by tree roots, remove tree roots and dispose of all debris, grade and compact subgrade and install approximately 105 LF of 2x4 header board then pave back with 3" inches of hot mix asphalt. Clean and Tack approximately 1200 Sq. Ft. of existing low spots with SS1-H emulsion then skin patch with hot mix asphalt. Clean approximately 132,000 Sq. Ft. of existing parking lots and walkways, then re-stripe to match existing striping plan to include red curbs and blue handicap stalls as well at the Pleasant Valley Recreation & Park District's (District) Bob Kildee Park (Site), located at 1030 Temple Ave, Camarillo, California 93010. **This job is on a tight schedule and the project will start on November 7, 2016 and finish before November 26, 2016. (Weather Permitting)**

2.1 TIME OF COMPLETION

The work shall start in November, 2016, exact date to be determined, and completion will be sixty (60) days from Notice to Proceed.

3.1 LIQUIDATED DAMAGES AND EXTENSION OF TIME

Notwithstanding any liquidated damages provisions as specified in the Agreement, the Contractor and his surety shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, (including but not restricted to) Acts of God, or of the Public Enemy, Acts of the Government, Acts of the District, or Acts of another contractor in the performance of a contract with the District, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delay of subcontractors due to such causes. The Contractor shall within ten (10) days from the beginning of any such delay (unless the District shall grant a further period of time to the date of final settlement of the contract) notify the District, in writing, of the cause of delay, whereupon the District may extend the time for completing the work when in its judgment the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive on the parties hereto.

4.1 SURVEY OF EXISTING CONDITIONS

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

5.1 WATER AND ELECTRIC SERVICE

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

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

6.1 TEMPORARY FENCING

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

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

7.1 TOILET FACILITIES

The Contractor shall install temporary toilet facilities for use by the workmen

during the entire construction period.

8.1 WATCHMAN SERVICES

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

9.1 ENUMERATION OF DRAWINGS

This section left blank.

10.1 ENUMERATION OF SPECIFICATIONS

The specifications (Project Manual) comprise sheets marked "Grading, AC Paving and Striping, Bob Kildee Parking Lot dated September 7, 2016, Inclusive of Division 1-General Requirements with assembly section numbers as listed:

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

11.1 PLANS, SPECIFICATIONS, AND DETAILS

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

If a discrepancy exists, the governing ranking is:

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

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

12.1 SURVEYS

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

END OF SPECIAL CONDITIONS

Remove and replace approx. 6000 sq. ft. of asphalt, clean and tack 1200 sq. ft. of low spots, seal coat and stripe parking lot at 1030 Temple Ave Camarillo, CA 93010

Request for Proposal:
Due October 11, 2016 2:00 pm



www.pvrpd.org • 805-482-1996

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

The Pleasant Valley Recreation and Park District (PVRPD) is soliciting proposals from qualified asphalt companies to repair the damaged parking lot due to tree roots, fix the low lying areas, apply a seal coat to the existing parking lot and to re-stripe to match existing pattern.

SCOPE OF WORK

The District seeks to contract out the Bob Kildee Parking Lot and Walkways. The parking lot is approximately 132,000 square feet (sf). The project will require removing and replacing approximately 6000 sq. ft. of asphalt due to tree roots, clean and tack approximately 1200 sq. ft. of low spots with SS1-H emulsion then skin patch with hot mix asphalt, clean approximately 132,000 sq. ft. of parking lot and walkways and apply Type 2 road slurry, re-stripe to match existing parking pattern to include red curbs and blue handicap stalls.

BASIC OF SPECIFICATIONS

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

PROPOSAL PROCESS

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

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

EVALUATION OF PROPOSALS

District staff will review the proposals. The selected contractor will be contacted by staff upon finalized awarded of bid.

The evaluation of proposal will be based on the following:

- Completeness and thoroughness of information provided and adherence to deliverables.
- Ability to meet budget, although cost will not be the sole factor.
- Ability to comply with all State, Federal and local regulations.
- Ability to possess a California State Contractor License C-12 (or Highest recognized to perform the specified work) and a City of Camarillo business license and the proper insurance and bonding.

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

CONSTRUCTION SCHEDULE

This project is on a tight schedule. Within seven (7) days of the District's Contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the District's Starting date and Completion date. Ideally, the start of this project will be November 7, 2016 and completed by November 26, 2016.

HOURS OF OPERATION

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

Weekdays (M/T/W/Th/F): 7:00 AM - 7:00 PM

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

Holidays: No Work, unless otherwise approved by the General Manager. (Holidays are those Holidays observed by the District)

DESCRIPTION

The work to be performed under this Specification, No. BC-2016 AA consists of furnishing, by the Contractor all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities and including payment of all taxes, insurance, bonds, license and permit fees, and other costs incidental to the Work required for removing approximately 6000 sq. ft. of raised asphalt caused by tree roots, remove tree roots and dispose of all debris, grade and compact subgrade and install approximately 105 LF of 2x4 header board then pave back with 3" inches of hot mix asphalt. Clean and tack approximately 1200 Sq. ft. of existing low spots to be marked out with SS1-H emulsion, then skin patch with hot mix asphalt. Clean approximately 132,000 sq. ft. of existing asphalt parking lot and walkways, re-stripe to match existing striping plan to include 0 red curbs and blue handicap stalls in accordance with the specifications and subject to the terms and conditions of the contract.

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

TIME LINE

Request for Proposals released, Monday, September 12, 2016
Proposals must be received by Tuesday, October 11, 2016, 2:00 p.m.
Presentations for qualified candidates October 14, 2016
Contract award week of October 17, 2016
Project completion date no later than November 26, 2016

PROPOSAL DEADLINE

The deadline for proposals is **Tuesday October 11, 2016, 2:00 p.m.** Proposal must be submitted in a sealed envelope marked ***Bob Kildee Parking Lot and Walkways***, by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

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

Bob Cerasuolo, Park Services Manager
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

ADDITIONAL INFORMATION

For questions contact: **Bob Cerasuolo**, Park Services Manager
805-482-5396
bobc@pvrrpd.org











BOB KILDEE PARKING LOT





BOB KILDEE PARKING LOT



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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Mitchell Cameron, Administrative Analyst

DATE: September 7, 2016

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST
FOR PROPOSALS FOR A FIVE-YEAR LEASE ON A
COLOR COPIER**

RECOMMENDATION

It is recommended that the Board review and approve the Request for Proposals (RFP) for a new five-year lease on a Color Copier.

BACKGROUND

In 2012, the District leased a CANON IRC 5045 for reproduction of all printed material developed in the Administration building. This would include Administration and Recreation staff. As a complement to the purchase, the District initiated a maintenance and service contract with Document Systems to ensure the operation aspects of the copier. The copier has functioned to its capacity, however; based on the age and maintenance record of the machine, staff is recommending replacement.

The copier plays a significant role in the day to day operation of the District. Reproduction of fliers, announcements, and reports are essential to staff and the public. Due to basic wear and tear, the copier is experiencing a greater amount of time under repair as opposed to functioning. Additionally, the maintenance and lease contract is approaching its annual date for renewal and the service representative is recommending replacement of the copier.

An evaluation of the copier took into consideration the following factors:

- Equipment technology advancements available
- Average monthly copy counts or duty cycle
- Age and overall condition
- Annual maintenance call outs
- Expanding District's needs
- Lease or purchase of the copier

The equipment evaluation yielded a recommendation for replacement of the color copier this fiscal year.

ANALYSIS

With respect to the lease vs. purchase issue, the long-range benefits of a lease appear to outweigh a purchase. Beneficial factors include the ongoing maintenance of the copier, the ability to upgrade in the future, and the cost per copy, which we anticipate will be less expensive. Based on this information, staff is recommending a lease for the copier. Staff then developed the RFP for the color copier based on a composition of key features offered from Document Systems. These specifications were designed to cover important components and options that best capitalize on the equipment's versatility.

The RFP will open on September 9th, 2016 at 2:00 pm and close on October 7th, 2016 at 2:00 pm.

FISCAL IMPACT

There is no fiscal impact associated with this action. As background, the Board should be advised that funding for the lease of a copier is included in the approved FY 2016-2017.

RECOMMENDATION

It is recommended that the Board review and approve the RFP for a five-year lease on a Color Copier.

ATTACHMENTS

- 1) Request for Proposal (RFP) Copier Lease (1 page)

Request for Proposal (RFP) Copier Lease

Introduction

The Pleasant Valley Recreation & Park District ("District") is soliciting proposals to Lease a Copier over a five year term. Lease includes all equipment, services, supplies, installation, and training. Lease terms should separate copy count charge from the base lease amount.

Proposal Requirements

Vendor:

- A Service Level Agreement (SLA) that guarantees service response and systems performance.
- A level of service excellence with recognition by manufacturer or industry analyst.
- Managed Printer Service (MPS) Certifications and processes to effectively manage and support laser printers and MFPs.
- Local Dispatch for service requests and parts, supplies inventory in Ventura County.

System:

Copy print speed - a minimum of 51 pages per minute for color and 55 for black and white

Single pass duplex scanning speed - up to 100 images per minute

Document Feeder Capacity - a minimum of 150 sheets

Booklet stapler finisher with 2/3 hole punching and tri-fold capability

Minimum of 5 paper sources including the bypass table

Minimum standard RAM capacity - 2GB

Minimum standard - 160 GB

Handle paper sizes 3-7/8" x 5-1/2" up to 12" x 18"

Handle paper stock 14lb to 140lb index

Postscript and PCL printing

Advanced box for documentation collaboration - 15GB

Standard media USB interface for scanning, printing and PDF printing

Ethernet network interface

Supports environment initiatives, Energy Star Qualified

Envelope Feeder

The proposal shall be sealed in letter format with additional documents or brochures to explain features and services.

The RFP will open on September 9th, 2016 at 2:00 pm and close on October 7th, 2016 at 2:00 pm.

Pleasant Valley Recreation & Park District
Mitchell Cameron, Administrative Analyst
1605 E. Burnley Street
Camarillo, CA 93010

The District reserves the right to reject any and all proposals.

Question may be directed to Mitchell Cameron; phone (805) 482-1996 ext. 15 or email: mcameron@pvrpd.org

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Mitchell Cameron, Administrative Analyst

DATE: September 7, 2016

**SUBJECT: CONSIDERATION AND APPROVAL OF TWO
REPRESENTATIVES FOR THE AD HOC NEEDS
ASSESSMENT COMMITTEE**

RECOMMENDATION

It is recommended that the Board select and approve two representatives for the Ad Hoc Needs Assessment Committee.

BACKGROUND

The District Board approved the 2016/2017 budget with \$68,790 marked for a District-wide Needs Assessment. Staff have developed an RFP to conduct the Needs Assessment. An Ad Hoc Committee shall be established that will include a total of 4 representatives. The Ad Hoc Committee will serve as an advisory committee throughout the Needs Assessment process.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended that the Board select and approve two representatives for the Ad Hoc Needs Assessment Committee.

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

- A. Chairman Mishler
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Personnel, Policy
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager’s Report