

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
January 2, 2019**

5:00 P.M. CLOSED SESSION

1. CALL TO ORDER

A. Adjourn to Closed Session

B. CLOSED SESSION

1) Conference with Real Property Negotiators

The Board will conduct a closed session, pursuant to Government Code section 54956.8, to enable the Board to consider negotiations and to give direction to its negotiators regarding certain real property, 15 Stearman Street, Camarillo, CA with OUHSD staff. The District's real property negotiator, General Manager Mary Otten and Leonore Young, Bob Cerasuolo, Eric Storrie, and Anthony Miller will seek direction from the Board regarding the price and terms for this property.

C. Reconvene into Regular Meeting

6:00 P.M. REGULAR MEETING NEXT RESOLUTION #611

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

B. Roadrunners Radio Control Auto Racing Club

6. PUBLIC COMMENT - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.

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

- A. **Minutes for Regular Board Meeting of December 6, 2018**
Approval receives and files minutes.
- B. **Warrants, Accounts Payable & Payroll**
Approval of District's disbursements dated on or before December 27, 2018.
- C. **Financial Report**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for November 30, 2018.
- D. **Approve Resolution No. 609 to Continue the Local Emergency that Resulted Due to the Hill Fire 2018**
The recent Hill Fire 2018 caused damage to Camarillo Grove Park and the state of local emergency declaration needs to remain in effect.
- E. **Consideration and Adoption of Resolution No. 610 Finding that it is Reasonably Foreseeable that Inhabitants of the AMLI Spanish Hills Subdivision Will Use the Proposed Upgrades at Nancy Bush Park**
Quimby funds from the AMLI Spanish Hills Subdivision will be utilized to fund this project.
- F. **Review and Approval of Surplus Supplies and Equipment List**
Approval of the list is required prior to the disposition of listed surplus items.

8. NEW ITEMS – DISCUSSION/ACTION

- A. **Consideration and Direction Regarding a Partnership with the City of Camarillo to Produce Concerts in the Park**

The Camarillo Council of Arts will not be producing the Summer Concert Series any longer and the City has proposed exploring a partnership with the District to co-produce the event in 2019.

Suggested Action: Provide staff direction on working with the City of Camarillo to refine program budget to include contingency, determine programming and event permitting and event space responsibilities, determine financial responsibilities, develop marketing collateral, and draft a funding agreement for the 2019 Concerts in the Park event.

- B. **Consideration and Approval of Bid Award for Freedom Park Baseball Fields Project to Ardalan Construction Company**

Staff is bringing back the bid award for the Phase II portion of the Freedom Park Baseball Fields Project.

Suggested Actions: A MOTION to Approve and authorize the General Manager to award and execute a contract with Ardalan Construction Company, Inc for the Freedom Park Baseball Fields Project in the amount of \$786,600 and execute contract change orders for project contingencies in an additional amount not-to-exceed \$78,660 for a total authorized expenditure of \$865,260.

- C. Consideration and Approval for the General Manager to Enter into an Agreement with Musco Lighting to Install Field Lighting on the New Baseball Fields at Freedom Park**
The District currently uses a Musco Light-Structure system for the ball field light poles and fixtures.

Suggested Actions: A MOTION to Approve and authorize the General Manager to execute a contract with Musco Lighting, for the Freedom Park Baseball Fields Project in the amount of \$125,916 and execute contract change orders for project contingencies in an additional amount not-to-exceed \$12,592 for a total authorized expenditure of \$138,508.

- D. Consideration and Approval of Bid with Great Western Recreation/Game Time for the Purchase and Installation of a 30' x 30' Park Shelter at Pitts Ranch Park and Authorize the General Manager to Purchase Standardized Site Amenities from Pilot Rock**
Approval allows for an additional picnic shelter to be built at Pitts Ranch Park.

Suggested Actions: A MOTION to:

1. Approve quote from Great Western Recreation and Authorize the General Manager to enter into an agreement with them for the purchase and installation of a 30' x 30' picnic shelter and
2. Approve and Authorize the General Manager to purchase District standardized picnic tables and barbecue directly from the vendor (Pilot Rock).

- E. Consideration and Direction Regarding Arneill Ranch Park Project Design**
Redesign of Arneill Ranch Park would offer the citizens of Camarillo a complete and more useable updated fitness park.

Suggested Action: Provide direction to staff regarding the two initial concepts for redesigning portions of Arneill Ranch Park to address both the deterioration of turf and water mitigation.

- F. Consideration and Discussion of District Investment Options with CalTRUST**
The District needs flexibility in making withdrawals of these funds, therefore CalTRUST is recommending the District place the funds in the FedFund, which is a government money market fund.

Suggested Actions: A MOTION to Approve:

1. The transfer of the Ventura County Pool Unrestricted Funds to CalTRUST money market and leave the Ventura County Pool Restricted Funds with the Ventura County Pool or
2. Leave all funds with the Ventura County Pool and the event the Ventura County Pool requires a "wet signature" prior to the transfer of funds, staff would have the authority to open up a CalTRUST money market account and move the Ventura County Pool Unrestricted Funds to CalTRUST.

- G. Consideration of a Proposed Right of Entry Agreement Between Advantage Telecom Inc. and Pleasant Valley Recreation and Park District**
Staff has determined the proposed installation will have little to no effect upon District operations while providing the District a monthly cost savings of \$215.

Suggested Action: A MOTION to Approve the Right of Entry Agreement with Advantage Telecom for the use of the Community Center Administrative Offices' rooftop.

H. Board Committee Assignments for 2019

Chair will provide a list of Board committee assignments for 2019.

I. Consideration to Conduct the Annual Goal Setting Meeting

A discussion of dates for a Board Goal Workshop for 2019.

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

- A. Chairman Kelley
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Personnel and Policy
- F. Foundation for Pleasant Valley Recreation and Parks
- G. 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 114. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.



**PLEASANT VALLEY RECREATION AND PARK DISTRICT
CO-SPONSORED GROUP
ANNUAL UPDATE**

Group: Roadrunners R/C Club

Date: 12/10/2018

One representative from your organization must attend the following PVRPD Board Meeting on:
Wednesday, January 2, 2019 at 6pm at Camarillo City Hall

OFFICERS	NAME	ADDRESS	DAY PHONE	CELL PHONE
President	Brian Bosley	382 Country Club Dr. Unit B 93065		310-754-0246
Vice President				
Treasurer				
Secretary				

Number of participants last year: 16 members, we serviced roughly 400 known participants and believe another few hundred unknown/weekday types

Projected number of participants upcoming year: 15-20

Changes Organization has made from previous year: Previously membership held a discount in race fees but didn't provide a benefit to the club. 2018 and 2019 is only looking for members that want to contribute to the club so the membership dues were reduced to \$20/year so we can use the non-discounted race fees for labor/materials while allowing the members to vote on board officers as well as the clubs agenda at a lower expense.

Comments for the PVRPD Board of Directors: I would like to reexamine exhibit B in our contract especially in regards to fencing, electrical and internet access.

Primary Facility (ies) Used? Freedom Park

What Time are Board Meetings Held? 7pm

Where are Board Meetings Held? MB2 Indoor Karting Thousand Oaks

When are new Board Members Elected? First Monday of November

When are new Board Members Installed? Jan 1 2019

Pleasant Valley Recreation and Park District Liaison: Lanny Binney, Recreation Supervisor

Please attach a copy of your By-Laws to this form.

Please Complete and Return the Annual Update and Financial Statement by December 14, 2018

Lanny Binney
1605 E. Burnley Street, Camarillo, CA 93010
Phone: 482-1996 x 108
Fax: 805-482-3468

Form Completed by (print) Brian Bosley
Sign: _____

Date 12/14/2018

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
COMMUNITY SERVICE GROUP - ANNUAL REVIEW
FINANCIAL STATEMENT**

NAME OF ORGANIZATION Roadrunners RC Club

Last Year's Financial Statement

Date:	Jan 1 - Dec 31, 2018
Beginning Balance:	\$ 30,550.00
(Include all accounts, i.e. savings and CDs)	
Revenue:	
Registration:	\$ 14,679.26
Tournaments:	\$ 3,960.00
Fundraisers:	\$ -
Snack Bar:	\$ -
Interest:	\$ -
Dues:	\$ 320.00
Miscellaneous Income:	\$ -
Total Revenue	\$ 18,959.26

Expenses:

On Road Expense	\$ 21,000.00
Advertising	\$ -
Off Road Expense	\$ 12,000.00
Equipment	\$ 4,500.00
Facility/Field Maint.	\$ 4,000.00
Insurance	\$ 1,100.00
Internet (online registration)	\$ -
Licensing/Membership	\$ 35.00
Maintenance (field/facility)	\$ -
Miscellaneous	\$ 1,000.00
Equipment Repair	\$ 1,600.00
Comuper Repair	\$ -
Refunds	\$ -
Rentals	\$ 2,500.00
School District	\$ -
Snack Bar Resale	\$ -
Supplies	\$ -
Tournament Entries	\$ -
Uniforms	\$ -
Contingency	\$ -
Total Expense:	\$ 47,735.00
Ending Balance:	\$ 1,774.26

Proposed Budget

From:	Jan 1 - Dec 31, 2019
Beginning Balance:	\$ 1,774.26
(Include all accounts, i.e. savings and CDs)	
Revenue:	
Registration:	\$ 17,000.00
Tournaments:	\$ 8,000.00
Fundraisers:	\$ -
Snack Bar:	\$ -
Interest:	\$ -
Dues:	\$ 400.00
Miscellaneous Income:	\$ -
Total Revenue	\$ 25,400.00

Expenses:

On Road Expense	\$ 2,000.00
Advertising	\$ -
Off Road Expense	\$ 8,500.00
Equipment	\$ 3,000.00
Facility/Field Maint.	\$ 2,000.00
Insurance	\$ 1,100.00
Internet (online registration)	\$ -
Licensing/Membership	\$ 35.00
Maintenance (field/facility)	\$ -
Miscellaneous	\$ 1,000.00
Equipment Repair	\$ 1,500.00
Computer Repair	\$ 2,000.00
Refunds	\$ -
Rentals	\$ 1,500.00
School District	\$ -
Snack Bar Resale	\$ -
Supplies	\$ -
Tournament Entries	\$ -
Uniforms	\$ -
Contingency	\$ -
Total Expense:	\$ 22,635.00
Ending Balance:	\$ 4,539.26

List Savings/CDs/Investments here:

Savings Account	\$ _____
CD Account ____ month	\$ _____
CD Account ____ month	\$ _____
Investment Account	\$ _____
Other Account	\$ _____
Total Other Accounts	\$ _____
Checking + Other	1774.26

List Savings/CDs/Investments here:

Savings Account	\$ _____
CD Account ____ month	\$ _____
CD Account ____ month	\$ _____
Investment Account	\$ _____
Other Account	\$ _____
Total Other Accounts	\$ _____
Checking + Other	1774.26

**Pleasant Valley Recreation and Park District
Minutes of Regular Meeting
December 6, 2018**

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 5:44 p.m. by Chairman Malloy.

A. ADJOURNED TO CLOSED SESSION

The Board adjourned to closed session at 5:44 p.m.

B. CLOSED SESSION - Conference with Labor Negotiators

Pursuant to Government Code Section 54957.6, the Board conducted a closed session with the District's labor negotiators – Mary Otten and Eric Storrie regarding labor negotiations with employee organization, SEIU Local 721.

Roll Call

C. REGULAR MEETING RECONVENED

The regular meeting of the Pleasant Valley Recreation and Park District was reconvened at 6:00 p.m. with nothing to report from the closed session.

2. PLEDGE OF ALLEGIANCE

Chairman Malloy led the pledge.

3. ROLL CALL

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

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Administrative Analyst and Clerk of the Board Anthony Miller, Customer Service Lead and Recording Board Secretary Karen Roberts, Administrative Analyst Megan Hamlin, Recreation Supervisor Lanny Binney and Macy Trueblood, Park Supervisor Nick Marienthal, Sarah Scrivano, Dustin Faber, Brandon Lopez, Katlyn Simber-Clickener and Dennis Hardgrave.

4. AMENDMENTS TO THE AGENDA

General Manager Mary Otten requested that Item 5.C. *Friends of Camarillo Dog Parks* be pulled from the agenda. Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the agenda as amended.

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

5. PRESENTATIONS

A. District Highlights/Hill Fire

Recreation Specialist Denise Cleric presented the highlights of the District's November through December activities, programs and special events. The Aquatic Center will be closed for January and February for pool resurfacing and slide maintenance. The Senior Center held a Bingo Thanksgiving Potluck on November 21 and will offer an Electronic Tech Fair on December 27. Breakfast with Santa had over 152 sign-ups on December 1. The Holiday Movie in the Park will be held in the auditorium at 5:30pm on December 7. The annual Christmas Parade will begin at 10:00am on December 8 with the Foundation's Ugly Sweater 5K & Donut Dash at 8:30am and the District's Santa's Village from 9am to 2pm. The January-April 2019 activity guide will be available the second week of December and adult softball and kickball is gearing up for winter play.

General Manager Otten provided an update on the aftermath of the Hill Fire. On November 7, fire swept through Camarillo Grove Park resulting in damage to the trails and open space, the playground, dog park, picnic tables and fencing. On November 15 through November 17, staff and over 265 volunteers helped fill and place sandbags to mitigate potential damage from upcoming rains. Staff is working with the insurance company to assess damages and an Emergency Board Meeting was held on November 16 declaring a local emergency due to the fire. An estimated partial opening is due in February/March 2019. The Community Center was a Red Cross Evacuation Center from November 8 through November 12 and Freedom Center was inhabited by Cal Fire for use as an Emergency Base Camp from November 8 through November 21.

B. Full Time Employee Recognition

Park Leader Brandon Lopez presented a Full Time Employee Recognition certificate to Dustin Faber for his excellence as Ground/Facilities crew this past year. Recreation Services Manager Eric Storrie presented a similar award to Brandon Lopez for his leadership within the District.

C. Friends of Camarillo Dog Parks

Item pulled.

D. Volunteer Recognition – Foundation Board

Administrative Analyst Megan Hamlin presented recognition certificates to Janet Dixon, Linda Lamb, Rod Brown, Mary Otten, Elaine Magner and Julie Navarro for their work as board members with the Pleasant Valley Recreation and Parks Foundation. They have been the driving force behind the fundraisers to help support District parks and programs.

6. SWEARING IN OF ELECTED DIRECTORS

Administrative Analyst Anthony Miller conducted the swearing in ceremony for newly re-elected District Board Directors Elaine Magner and Robert Kelley.

7. PUBLIC COMMENT

No comments.

8. CONSENT AGENDA

- A. Minutes for Regular Meeting of November 7, 2018 and Emergency Board Meeting of November 16, 2018
- B. Warrants, Accounts Payable & Payroll thru November 22, 2018
- C. Financial Report
- D. Consideration and Addition of Resolution No. 604 Requesting a Loan from the Capital Account to the General Fund Account
- E. Approve Resolution No. 605 to Continue the Local Emergency that Resulted Due to the Hill Fire 2018
- F. Consideration and Adoption of Resolution No. 606 Finding that it is Reasonably Foreseeable that Inhabitants of the AMLI Spanish Hills Subdivision Will Use the Proposed Facility Upgrades at Valle Lindo Park
- G. Consideration and Adoption of Resolution No. 607 Finding that it is Reasonably Foreseeable that Inhabitants of the KB Homes Springville Subdivision Located at 333 Townsite Promenade Will Use the Proposed Facility Upgrades at Valle Lindo Park

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

Motion to Approve Consent Agenda

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

9. NEW ITEMS – DISCUSSION/ACTION

A. Consideration of Proposed New Park Site at the Ran Rancho Springville Development
General Manager Mary Otten introduced Dennis Hardgrave, a representative for the developer of the Ran Rancho development in the Springville area who presented a site plan modification proposal involving the relocation of the proposed 5 acre park. Relocation of the park from the far west end to the east end is being considered due to a change in the site plan because of commercial development, lower density housing than originally planned and the City's application for a grant for a bike path. Discussion included: stockpiling the top three feet of soil, degree of compaction for structural integrity, a retention basin that does not remove usable park space; inclusion of a playground, pavilion, restroom, play field, dog use, pickleball as suggestions; the farmhouse, parking, the bike trail and possible loss of park space; HOA maintained setback, expense of taking care of 2 five acre parks versus one 10 acre site, and a desirable location that is quieter and flatter.

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to approve the developers' proposed location of the proposed new park at Ran Rancho Springville Development.

Motion to Approve Ran Rancho Park Location

Voting was as follows:

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

Carried

Noes:
Absent:

Motion: Carried

B. Consideration and Approval of an RFP for Senior and Community Recreation Facility Design and Architectural Services

General Manager Mary Otten presented the Request for Proposals for the Senior and Community Recreation Facility Design and Architectural Services in conjunction with the City. Discussion included: request for clarification of wording on page 69 of the board packet to include “*options and abilities to hold volleyball . . .*” etc. under *Building Program Needs f) Gymnasium*, price ranges, opportunity for additional community input, timeline, and involvement of liaison committee.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve the Request for Proposal for the Senior Community Recreation Facility Design and Architectural Services to assist in the visioning and preparation of design concepts and cost estimations.

Motion to Approve RFP for Architect For Senior Community Rec Facility

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

C. Consideration and Approval of a Professional Services Agreement with Leach Mounce Architects for the Design and Construction Plans for the Valle Lindo Restrooms

Park Services Manager Bob Cerasuolo presented a consideration to approve Leach Mounce Architects for the design and construction plans for the Valle Lindo Park restrooms for \$59,850. Discussion included: proposed limited storage area; negotiation of pre-fab building due to extensive turf damage, tree removal and large crane use; review of sub-contractors and review of Leach Mounce worksites in Ventura.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve and authorize the General Manager to enter into a professional services agreement between the District and Leach Mounce Architects for the design and construction plans for Valle Lindo Park restrooms for \$59,850.

Motion to Approve Leach Mounce for Valle Lindo Restroom Design

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

D. Consideration, Selection, and Vote for Election of Special District Regular Member and Alternate Member to the Ventura LAFCo

Administrative Analyst Megan Hamlin presented a list of candidates for nomination of a regular LAFCo special district member and for an alternate member for Ventura LAFCo for a four-year term beginning January 1, 2019. Discussion included: recommendations of Elaine Freeman as a regular member and Neal Dixon as an alternate member.

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Magner to approve a vote for Elaine Freeman for the regular LAFCo special district member.

Motion to Approve Elaine Freeman For LAFCo Regular Member

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve a vote for Neal Dixon for the alternate LAFCo special district member.

Motion to Approve Neal Dixon for LAFCo Alternate Member

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

E. Consideration and Adoption of Resolution No. 608, an Application for the Saucony Run for Good Foundation Grant for Marketing and Special Event Programming for the Root Beer Run & Ice Cream Invite in July 2019

Recreation Services Manager Eric Storrie provided a resolution to apply for a grant to Saucony, a manufacturer of athletic shoes for their *Run for Good Foundation* and whose mission is to keep kids healthy and active. If awarded, the grant would be applied to the expansion of the District's *Root Beer Run & Ice Cream Invite* which was held for the first time last year as part of the District's July's National Park & Recreation Month events.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Chairman Malloy to approve Resolution No. 608, an application for the Saucony Run for Good Foundation grant funding for marketing and special event programming for the Root Beer Run & Ice Cream Invite in July 2019.

Motion to Approve Reso 608, Grant for Saucony Run

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

F. Board Reorganization (Officer Elections)

Chairman Malloy opened the floor for nominations for the 2019 Board Chairman position and then called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve Director Robert Kelley as Chairman for the calendar year 2019.

Voting was as follows:

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

Noes:

Absent:

**Motion to Approve
Director Kelley as
2019 Board Chair**

Motion: Carried

Carried

Chairman Malloy opened the floor for nominations for the 2019 Board Vice-Chair position and then called for a motion. A motion was made by Director Kelley and seconded by Director Mishler to approve Director Elaine Magner as Vice-Chair for the calendar year 2019.

Voting was as follows:

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

Noes:

Absent:

**Motion to Approve
Director Magner
as 2019 Vice-Chair**

Motion: Carried

Carried

Chairman Malloy opened the floor for nominations for the 2019 Secretary position and then called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve Director Neal Dixon as Secretary for the calendar year 2019.

Voting was as follows:

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

Noes:

Absent:

**Motion to Approve
Director Dixon as
2019 Secretary**

Motion: Carried

Carried

10. INFORMATIONAL ITEMS

- A. Chairman Malloy – Chairman Malloy mentioned the Emergency Board meeting on November 16 due to the Hill Fire and expressed his concern about the proposed developments of portions of now two golf course in Camarillo. Mr. Malloy thanked the Board and staff for their support for his third term as Board Chair and mentioned the rough start with the Thomas Fire and the cancellation of the parade. He noted the success with the capital projects completed this past year and chairing the first meeting between the City Council and the District Board for the senior community recreation facility.
- B. Ventura County Special District Association/California Special District Association – CSDA – Director Magner reported that November was very busy in Sacramento and 2017-18 saw over 5617 bills reviewed and 1285 bills tracked. The 50th anniversary for

CSDA is in September 2019. VCSDA – Director Magner stated there was a meeting on December 4 with a speaker from Camrosa.

- C. Ventura County Consolidated Oversight Board – Director Mishler stated the next meeting is in January 2019 and that Jan McDonald’s position as a cities’ representative will need replacing.
- D. Santa Monica Mountains Conservancy – No meeting.
- E. Standing Committees – Liaison – Director Dixon discussed the architect RFP that the committee is working on for the senior community recreation facility. Policy- Director Mishler reported that the committee is making headway with some of their policies.
- F. Foundation for Pleasant Valley Recreation and Parks – Director Magner thanked the Foundation members and stated that they are always looking for more board members. August 24, 2019 is the date for the 5th annual fundraiser at Camarillo Grove Park.
- G. General Manager’s Report – General Manager Mary Otten stated that the outdoor restrooms at the Community Center are being remodeled. At Charter Oak Park six trees were removed and ten will be planted. With the temporary closing of the Springville Dog Park on December 10, a temporary dog park at west Freedom Park will be open from 7am to dusk. At Nancy Bush Park, the shade addition of the proposed playground structure is within the specifications and a single color for the pour and play surface will be less expensive. In January work will begin on a new pavilion at Pitts Ranch Park and at Nancy Bush Park, options for a pavilion shade structure need to be considered due to the large trees. Staff will also come back with options for Arneill Ranch Park. Oxnard Union High School District gave official notice of the listing of surplus properties including the Freedom Gymnasium and the District has 60 days if there is an interest to either purchase, lease or exchange the property. Ms. Otten thanked the Board for their time and support this past year.

10. ORAL COMMUNICATIONS

Director Magner thanked staff for a great year. Camarillo Pony Baseball Association (CPBA) had to cancel a portion of a tournament in December but they still were able to collect over 1100 toys for their Toys for Tots donation. Dixon asked the community to consider the Foundation for year-end donations and congratulated Directors Magner and Kelley on their re-election. He noted the city Council elections and thanked the out-going members. Director Kelley thanked Chairman Malloy for his hard work and dedication this past year and commented that he would be a tough act to follow. Mr. Kelley would like to see OUHSD take care of the football fields at Adolfo Camarillo High School which are in terrible condition due to overuse. Directors Magner and Mishler thanked Chairman Malloy for a successful year and Director Mishler thanked staff for the repairs at Charter Oak Park.

11. ADJOURNMENT

Chairman Malloy adjourned the meeting at 8:40 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Robert Kelley
Chairman

Pleasant Valley Recreation and Park District
Finance Report
November 2018

	Date	Amount	
Accounts Payables:	11/1-8/2018	\$ 176,143.45	AP- 11/1/18-11/8/18
	11/22/2018	\$ 60,810.19	AP- 11/22/2018
	Total	\$ 236,953.64	
Payroll (Total Cost):	11/1/2018	\$ 148,092.93	Payroll- 11/01/2018
	11/15/2018	\$ 140,795.81	Payroll - 11/15/2018
	11/29/2018	\$ 132,036.22	Payroll- 11/29/2018
	Total	\$ 420,924.96	
Outgoing:Online Payments	11/1/2018	\$ 29,830.41	11/2018 Calpers Health Insurance
	11/1/2018	\$ 14,976.06	Calpers Ret- PR 11/1/2018
	11/1/2018	\$ 2,415.97	The Guardian- 11/2018 Dental Insurance
	11/1/2018	\$ 1,906.59	The Hartford- 11/2018 Life & Disability Insurance
	11/1/2018	\$ 562.95	VSP- 11/2018 Vision Insurance
	11/5/2018	\$ 3,460.83	WEX- Fuel Service
	11/5/2018	\$ 312.30	AFLAC
	11/6/2018	\$ 1,103.00	EDD- SUI
	11/7/2018	\$ 1,305.02	Home Depot
	11/14/2018	\$ 20,975.72	City Of Camarillo- Water Service
	11/14/2018	\$ 45.50	Culligan Water Service- Adm. Office
	11/16/2018	\$ 14,457.84	Calpers Ret- PR 11/15/2018
	11/20/2018	\$ 12,906.89	Southern CA Edison
	11/20/2018	\$ 16.75	Culligan Water Service- Park Office
	11/27/2018	\$ 208.20	AFLAC
	11/30/2018	\$ 14,603.64	Calpers Ret- PR 11/29/2018
	Total	\$ 119,087.67	
	Grand Total	\$ 776,966.27	

CASH REPORT

	<u>11/30/2018</u>	<u>11/30/17</u>	
	<u>BALANCE</u>	<u>BALANCE</u>	
Restricted Funds			
Debt Service - Resrtricted	\$ 6,518.14	\$ 2,490.19	
457 Pension Trust Restricted	\$ 70,107.96	\$ 74,329.80	
Quimby Fee - Restricted	\$ 232,092.93	\$ 180,269.08	
Multi-Bank Securities Restricted	\$ 660,764.48	\$ 1,160,909.74	
Ventura County Pool - Restricted	\$ 5,090,272.11	\$ 4,545,693.26	
FCDP Checking	\$ 30,500.04	\$ 29,103.80	
Total	\$ 6,090,255.66	\$ 5,992,795.87	
Semi-Restricted Funds			
Assessment	\$ 12,807.95	\$ 2,507.04	
Capital Improvement	\$ 29,320.20	\$ 11,124.35	
Capital - Vehicle Replacement	\$ 43,343.80		
Capital - Designated Project	\$ 16,397.94		
LAIF Capital	\$ 2,094,955.79	\$ 1,662,942.33	
Contingency - Dry Period	\$ 3,500.00		
Contingency - Computer	\$ 6,250.01		
Contingency - Repair/Oper/Admin	\$ 7,500.00		
Total	\$ 2,214,075.69	\$ 1,676,573.72	
Unrestricted Funds			
Contingency	\$ 264,705.24	\$ 377,536.01	
Ventura County Pool-Unrestricted	\$ 132,596.18	\$ 4,900.00	
General Fund Checking	\$ 149,539.78	\$ 193,755.76	
Total	\$ 546,841.20	\$ 576,191.77	
Total of all Funds	\$ 8,851,172.55	\$ 8,245,561.36	\$ 605,611.19
	<u>12/11/2018</u>	<u>12/31/17</u>	
	<u>BALANCE</u>	<u>BALANCE</u>	
Restricted Funds			
Debt Service - Resrtricted	\$ 6,518.14	\$ 370,939.43	
457 Pension Trust Restricted	\$ 70,107.96	\$ 74,345.58	
Quimby Fee - Restricted	\$ 232,092.93	\$ 180,814.12	
Multi-Bank Securities Restricted	\$ 660,764.48	\$ 1,160,909.74	
Ventura County Pool - Restricted	\$ 5,090,272.11	\$ 4,546,414.38	
FCDP Checking	\$ 30,504.04	\$ 29,101.30	
Total	\$ 6,090,259.66	\$ 6,362,524.55	
Semi-Restricted Funds			
Assessment	\$ 12,787.10	\$ 487,248.46	
Capital Improvement	\$ 29,320.20	\$ 33,603.17	
Capital - Vehicle Replacement	\$ 43,343.80		
Capital - Designated Project	\$ 16,397.94		
LAIF Capital	\$ 2,021,955.79	\$ 1,625,942.33	
Contingency - Dry Period	\$ 3,500.00		
Contingency - Computer	\$ 6,250.01		
Contingency - Repair/Oper/Admin	\$ 7,500.00		
Total	\$ 2,123,804.83	\$ 2,146,793.96	
Unrestricted Funds			
Contingency	\$ 264,705.24	\$ 1,748,869.69	
Ventura County Pool-Unrestricted	\$ 132,596.18	\$ 4,900.00	
General Fund Checking	\$ 180,668.39	\$ 1,322,207.51	
Total	\$ 577,969.81	\$ 3,075,977.20	
Total of all Funds	\$ 8,792,034.30	\$ 11,585,295.71	\$ (2,793,261.41)

Ventura County Pool

Investment Name	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	Aug 2018
Ventura County Pool	1.345%	1.42%	1.552%	1.611%	1.781%	1.857%	1.963%	2.072%	2.136%
	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019
Ventura County Pool	2.135%	2.293%	2.433%						

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	Aug 2018
Local Agency Investment Fund (LAIF)	1.239%	1.350%	1.412%	1.524%	1.661%	1.755%	1.854%	1.944%	1.998%
	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019
Local Agency Investment Fund (LAIF)	2.160%	2.144%	2.208%						

P.O. BOX 6343
FARGO ND 58125-6343

ACCOUNT NUMBER
STATEMENT DATE 11-23-2018
AMOUNT DUE \$20,465.53
NEW BALANCE \$20,465.53
PAYMENT DUE ON RECEIPT

000002585 02 SP 0.510 106481808297561 P
PLEASANT VALLEY REC PARK
LEO YOUNG
1605 E BURNLEY ST
CAMARILLO CA 93010-4524

AMOUNT ENCLOSED
\$
Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

ASANT VALLEY REC 16 0445 5565 3868	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	Credits	- Payments	New = Balance
Company Total	\$12,829.37	\$20,772.77	\$0.00	\$0.00	\$0.00	\$307.24	\$12,829.37	\$20,465.53

CORPORATE ACCOUNT ACTIVITY

PLEASANT VALLEY REC PARK				TOTAL CORPORATE ACTIVITY	
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-14	11-12	7479826831800000000290	PAYMENT - THANK YOU 00000 C	12,829.37 PY	
				\$12,829.37 CR	

NEW ACTIVITY

ANE RAAB		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
				\$0.00	\$232.26
10-26	10-25	24231688299837000145365	SMART AND FINAL 400 CAMARILLO CA	142.99	
10-30	10-29	24445008303000689103554	DOLLAR TREE CAMARILLO CA	13.58	
11-08	11-07	24231688312837000179235	SMART AND FINAL 400 CAMARILLO CA	75.69	

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE 11/23/18	DISPUTED AMOUNT .00	PREVIOUS BALANCE	12,829.37
SEND BILLING INQUIRIES TO: U.S. Bank National Association U.S. Bancorp Purchasing Card Program P.O. Box 6335 Fargo, ND 58125-6335	AMOUNT DUE 20,465.53		PURCHASES & OTHER CHARGES	20,772.77
			CASH ADVANCES	.00
			CASH ADVANCE FEES	.00
			LATE PAYMENT CHARGES	.00
			CREDITS	307.24
		PAYMENTS	12,829.37	
		ACCOUNT BALANCE	20,465.53	

Company Name: PLEASANT VALLEY REC PARK

Corporate Account Number:

Statement Date: 11-23-2018

NEW ACTIVITY

LEONORE YOUNG		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$898.02	\$0.00	\$898.02
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
10-29	10-27	24431068300026682492515	ADOBE *ACROPRO SUBS 800-833-6687 CA		
11-09	11-08	24692168312100451593395	J2 *METROFAX 888-929-4141 CA	14.99	
11-12	11-08	24055238313200188400988	PRESTO PASTA Q02 CAMARILLO CA	7.95	
11-19	11-16	24906418320063559640149	FREDPRYOR CAREERTRACK 800-5563012 KS	212.36	
11-20	11-18	24625858323900011160089	SHERWEB 819-5626610 NY	198.00	
				464.72	

LANNY BINNEY		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$722.56	\$0.00	\$722.56
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
10-25	10-24	24755428297282976174421	THE MARK IT PLACE CAMARILLO CA		
10-26	10-25	24755428298282987694291	THE MARK IT PLACE CAMARILLO CA	9.12	
11-07	11-05	24445008311000669522765	LITTLE CAESARS 5843 CAMARILLO CA #	347.36	
1-23	11-21	24013398326004535214540	TOPPERS PIZZA PLACE 2 CAMARILLO CA #	16.08	
1-23	11-21	24269798326100359410941	INSTITUTION ALE COMPAN CAMARILLO CA .	200.00	
				150.00	

CATLYN SIMBER-CLICKNER		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$49.29	\$0.00	\$49.29
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
1-05	11-04	24801978309207288700344	BURBANK AIRPORT FOOD AND BURBANK CA		
1-08	11-06	24906048311041600000626	WILSON LODGE FOOD SERV WHEELING WV	12.00	
1-09	11-08	24307928312900017522869	PITTSBURGH 0760WS1 BAR SY PITTSBURGH PA	18.29	
				19.00	

MICK MARIENTHAL		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$349.73	\$0.00	\$349.73
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
10-24	10-23	24015178296004762709253	76 - GSE 76 LAS POSAS CAMARILLO CA		
1-07	11-06	24015178310001179414172	76 - GSE 76 LAS POSAS CAMARILLO CA	85.84	
1-23	11-22	24431068326083027081883	GRANBERG INTERNATIONAL 925-380-9400 CA	82.59	
				181.30	

ERIC STORRIE		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$2,948.28	\$0.00	\$2,948.28
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
1-31	10-30	24692168303100553512179	SQ *UNDERWOOD FAMILY FARM MOORPARK CA		
1-01	10-31	24692168305100362157511	REDBOX *DVD RENTAL OAKBROOK TER IL	370.75	
1-09	11-07	24391218312207006803869	HERC RENTALS 877-953-8778 FL	2.15	
1-12	11-09	24129428314100000119188	AIRPORT PARKING 310-408-5378 FL	70.43	
				13.00	

Company Name: PLEASANT VALLEY REC PARK

Corporate Account Number:

Statement Date: 11-23-2018

NEW ACTIVITY

Post Date	Transaction Date	Reference Number	Transaction Description	Amount
1-12	11-10	24692168314100332267969	AIRPORT LIMOUSINE SERV 304-232-1175 WV	207.00
1-12	11-09	24692168314100790305764	SOUTHWES 5262407326654 800-435-9792 TX SOUDANI/CONNOR BENJA 01-13-19 LAX WN M PIT WN P LAX	327.96
1-19	11-16	24906048321040100006214	WILSONS LODGE OGLEBAY WHEELING WV 0000750318 ARRIVAL: 11-15-18	1,955.39
1-21	11-20	24224438325101018737037	B AND B DO IT CENT CAMARILLO CA	1.60

ANTHONY MILLER CREDITS \$0.00 PURCHASES \$2,294.48 CASH ADV \$0.00 TOTAL ACTIVITY \$2,294.48

Post Date	Transaction Date	Reference Number	Transaction Description	Amount
1-24	10-23	24445008296500317858148	TST* WURSTKUCHE - VENICE VENICE CA	32.46
1-25	10-24	24122598297018014293799	LAKE TAHOE ALEWORX STATEL STATION NV	32.85
1-25	10-24	24391218298827309511667	PAYLESS-CORPORATE OFFICE RENO NV U309511661	101.08
1-25	10-22	24431068297200588200570	LUCKY BEAVER LLC STATION NV	48.70
1-25	10-24	24445008297300330099674	QUIK STOP #0169 Q80 RENO NV	13.02
1-26	10-25	24692168298100557529523	RNO LA BREA S RENO NV	7.89
1-26	10-25	24692168298100693784800	RNO TIMBER RIDGE RENO NV	46.66
1-26	10-25	24755428298162984689645	LAX AIRPORT LOT P 1 LOS ANGELES CA	90.00
1-26	10-24	24755428298262985088050	LAKE TAHOE RESORT HOTEL SOUTH LAKE TA CA 0000428578 ARRIVAL: 10-22-18	331.28
1-26	10-24	24755428298262985088068	LAKE TAHOE RESORT HOTEL SOUTH LAKE TA CA 0000428579 ARRIVAL: 10-22-18	301.28
1-31	10-29	24202988303030025514228	CALIFORNIA SPECIAL DISTRI 916-442-7887 CA	22.00
-01	10-31	24492158304894929252567	CA PARK REC SOCIETY 916-665-2777 CA	150.00
-05	11-01	24388948306630166822764	VENTURACORECORDECTRY V VENTURA CA	48.00
-05	11-01	24388948306630166824695	VENVENTURACO*SERVICE F VENTURA CA	2.50
-09	11-07	24013398312001562771935	TOPPERS PIZZA PLACE 2 CAMARILLO CA	75.72
-09	11-07	24431068312975017632037	VONS #1672 CAMARILLO CA	10.98
-16	11-15	24755428319283198904110	THE MARK IT PLACE CAMARILLO CA	15.55
-23	11-21	24231688325014000510448	DISCOUNTMUGS.COM CAN@BELINCUSA FL	156.57
-23	11-22	24493988326286857502365	RUSHORDERTEES/PRINTFLY 800-620-1233 PA	511.00
-23	11-22	24607948326083785381765	CROWN AWARDS INC 800-227-1557 NY	296.94

MANDON LOPEZ CREDITS \$26.79 PURCHASES \$1,182.50 CASH ADV \$0.00 TOTAL ACTIVITY \$1,155.71

Post Date	Transaction Date	Reference Number	Transaction Description	Amount
-07	11-06	24692168311100677337362	TILE CITY & STONE 805-388-8858 CA	181.01
-08	11-06	24692168311100984892471	THE HOME DEPOT 1012 CAMARILLO CA	86.85
-14	11-13	24692168318100591051472	TILE CITY & STONE 805-388-8858 CA	229.01
-16	11-14	24610438319010176351319	THE HOME DEPOT #1012 CAMARILLO CA	153.68
-16	11-14	24610438319010176352523	THE HOME DEPOT #1012 CAMARILLO CA	141.86
-19	11-15	24610438320010179285495	THE HOME DEPOT #1012 CAMARILLO CA	42.77
-19	11-16	24610438321010179414151	THE HOME DEPOT #1012 CAMARILLO CA	137.53
-19	11-16	24610438321010179414532	THE HOME DEPOT #1012 CAMARILLO CA	42.77
-21	11-19	24610438324010181641194	THE HOME DEPOT #1012 CAMARILLO CA	66.18
-21	11-20	24692168325100624946129	TILE CITY & STONE 805-388-8858 CA	43.20
-23	11-20	24610438325010181596368	THE HOME DEPOT #1012 CAMARILLO CA	26.79 CR
-23	11-20	24610438325010181598534	THE HOME DEPOT #1012 CAMARILLO CA	57.64

Company Name: PLEASANT VALLEY REC PARK

Corporate Account Number:

Statement Date: 11-23-2018

NEW ACTIVITY

MICHAEL CRUZ

CREDITS \$0.00 PURCHASES \$151.00 CASH ADV \$0.00 TOTAL ACTIVITY \$151.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-09	11-07	24610438312010180290393	THE HOME DEPOT #1012 CAMARILLO CA	104.95
11-12	11-09	24610438314010179311836	THE HOME DEPOT #1012 CAMARILLO CA	46.05

JOSEPH KEY

CREDITS \$0.00 PURCHASES \$1,114.64 CASH ADV \$0.00 TOTAL ACTIVITY \$1,114.64

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-16	11-14	24610438319010176351285	THE HOME DEPOT #1012 CAMARILLO CA	103.11
11-16	11-15	24792628320207941800116	HD SUPPLY WHITE CAP #007 VENTURA CA	126.27
11-16	11-15	24792628320207941800256	HD SUPPLY WHITE CAP #007 VENTURA CA	264.84
11-16	11-15	24792628320207941800413	HD SUPPLY WHITE CAP #007 VENTURA CA	592.63
11-19	11-16	24792628321207941900121	HD SUPPLY WHITE CAP #007 VENTURA CA	27.79

JOHN FLETCHER

CREDITS \$133.10 PURCHASES \$537.09 CASH ADV \$0.00 TOTAL ACTIVITY \$403.99

Post Date	Tran Date	Reference Number	Transaction Description	Amount
1-12	11-08	24610438313010180322054	THE HOME DEPOT #1012 CAMARILLO CA	32.07
1-14	11-12	74692168317100372096700	THE HOME DEPOT 1012 CAMARILLO CA	95.98 CR
1-14	11-12	24610438317010182555400	THE HOME DEPOT #1012 CAMARILLO CA	59.24
1-14	11-12	24692168317100372096341	THE HOME DEPOT 1012 CAMARILLO CA	300.00
1-16	11-14	74610438319010176353112	THE HOME DEPOT #1012 CAMARILLO CA	37.12 CR
1-16	11-14	24610438319010176353968	THE HOME DEPOT #1012 CAMARILLO CA	35.44
1-16	11-14	24610438319010176355179	THE HOME DEPOT #1012 CAMARILLO CA	54.29
1-19	11-16	24610438321010179415943	THE HOME DEPOT #1012 CAMARILLO CA	56.05

TEVE REVFI ES

CREDITS \$0.00 PURCHASES \$2,460.33 CASH ADV \$0.00 TOTAL ACTIVITY \$2,460.33

Post Date	Tran Date	Reference Number	Transaction Description	Amount
0-24	10-23	24431058297838000694887	OREILLY AUTO #3680 CAMARILLO CA	14.37
0-24	10-22	24610438296010180412724	THE HOME DEPOT #1012 CAMARILLO CA	35.83
0-26	10-25	24431068299091811000012	SANTOS TRUCK & AUTO REPA OXNARD CA	917.49
0-29	10-25	24767898301273400240429	CONTEMPO UPHOLSTERY 805-4868599 CA	600.00
1-02	11-01	24013398305000188142942	WARREN DISTRIBUTING DUPON 805-6582386 CA	44.66
1-02	11-01	24013398305000188143007	WARREN DISTRIBUTING DUPON 805-6582386 CA	94.72
1-07	11-06	24224438311101035137654	BIG BRAND TIRE #5 CARMARILLO CA	44.65
1-14	11-13	24801978317726052467376	WARREN DISTRIBUTING VENT VENTURA CA	44.14
1-14	11-13	24801978317726352466730	WARREN DISTRIBUTING VENT VENTURA CA	20.33
1-14	11-13	24801978317726691465617	WARREN DISTRIBUTING VENT VENTURA CA	76.10
1-16	11-15	24224438320101037315166	BIG BRAND TIRE #5 CARMARILLO CA	416.85
1-20	11-19	24755428324153244087884	YAMA LAWNMOWER SERVICE OXNARD CA	58.09
1-21	11-20	24015178324004302442635	76 - GSE 76 LAS POSAS CAMARILLO CA	93.10

Company Name: PLEASANT VALLEY REC PARK

Corporate Account Number:

Statement Date: 11-23-2018

NEW ACTIVITY

ATTHEW D PARKER				
	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$1,447.75	\$0.00	\$1,447.75
Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-24	10-23	24436548297009873022110	RAINMASTER 650-6222200 CA	
10-25	10-24	24431068298898005036516	COSTCO WHSE #0420 OXNARD CA	508.30
10-25	10-24	24445718297300330123007	RALPHS #0741 CAMARILLO CA	85.77
10-25	10-23	24692168297100996654511	LOWES #01734* VENTURA CA	26.53
10-26	10-25	24492158298894714641550	PAYPAL *123LOCKDOWN 402-935-7733 CA	43.08
10-26	10-24	24610438298010181314497	THE HOME DEPOT #1012 CAMARILLO CA	160.15
11-09	11-09	24492158312894196708176	FORESTERSHO 570-823-0046 PA	21.42
11-09	11-09	24692168313100145199665	AMZN MKTP US*M814E7QU2 AMZN.COM/BILL WA	53.47
11-15	11-14	24015178318003142443736	76 - GSE 76 LAS POSAS CAMARILLO CA	462.22
				86.81
ROBERT A CERASUOLO				
	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$5,638.15	\$0.00	\$5,638.15
Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-25	10-24	24493988298207056000047	STONE WEST INC 805-658-0007 CA	1,540.83
10-31	10-30	24692168304100713225976	CAMARILLO ALL OTHER 805-388-5320 CA	198.34
11-05	11-04	24492158308740193275618	SQ *TRIGGER BURST T NEWBURY PARK CA	500.00
11-12	11-09	24013398314002191351287	F MORTON PITT CO VENTURA CA	4.85
11-15	11-14	24792628319207941700178	HD SUPPLY WHITE CAP #007 VENTURA CA	3,394.13
BOB ANDERSEN				
	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$129.99	\$289.30	\$0.00	\$159.31
Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-24	10-23	24445008297000678459338	DOLLAR TREE CAMARILLO CA	15.83
10-25	10-23	24445748297100133793668	OFFICE DEPOT #5125 800-463-3768 CA	80.43
10-26	10-25	74492158298894725595055	SUPPLIESOUTLET.COM 8778228659 TN	129.99 CR
11-23	11-21	24692168325100921925750	AMZN MKTP US*M858F4YF2 AMZN.COM/BILL WA	193.04
			Department: 00000 Total:	\$20,025.50
			Division: 00000 Total:	\$20,025.50
HEIDI RAAB				
	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$17.36	\$457.39	\$0.00	\$440.03
Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-29	10-26	24906418299062465215845	HOO*HOOTSUITE INC 778-5889767 CA	348.00
10-31	10-31	74692168304100766940070	BATTERY MONSTER LLC 866-537-7085 NY	17.36 CR
11-06	11-06	24692168310100237577789	DLX*PS PRINT 800-511-2009 CA	35.14
11-09	11-08	24692168312100578498221	GOOGLE *FRYS ELEC INC G.CO/HELPPAY# CA	58.16
11-20	11-19	24692168324100134337927	MICHAELS STORES 9525 CAMARILLO CA	16.09



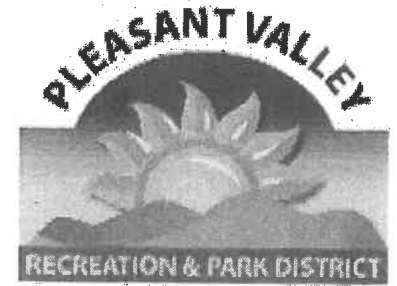
Company Name: PLEASANT VALLEY REC PARK
Corporate Account Number:
Statement Date: 11-23-2018

Department: 00000 Total:	\$440.03
Division: 52529 Total:	\$440.03

Bank Reconciliation

Board Audit

User: fsantos
 Printed: 12/12/2018 - 10:45AM
 Date Range: 12/01/2018 - 12/06/2018
 Systems: (All)



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

Department: 00 Non Departmentalized

20503	SAN DIEGO FAMILY HOUSING, LI	SAN DIEGO FAMILY HSNG, LLC: I	12/06/2018	350.00
Total for Department: 00 Non Departmentalized				350.00

Department: 03 Recreation

0	KATLYN SIMBER-CLICKENER	K.SIMBER: MILEAGE REIMB.- PR	12/06/2018	60.50
0	LANNY BINNEY	L.BINNEY- 11/2018 MILEAGE REIM	12/06/2018	41.97
0	RACHEL MALOY	R.MALOY: 11/26/18- MILEAGE REI	12/06/2018	2.73
20501	TORREY KAHANA GIESE	T.GIESE: INSTRUCTOR FEES/WAT	12/06/2018	23.18
20502	TOMLINSON RAUSCHER	T.RAUSCHER: INSTRUCTOR FEES	12/06/2018	114.40
20504	SCSBOA	SCSBOA: JUDGE FEES- FOR CHRI	12/06/2018	1,400.00
20511	YMCA- 3111 VILLAGE	YMCA: PERMIT REFUND	12/06/2018	336.00
22466	TORREY KAHANA GIESE	TORREY GIESE/INSTRUCTOR FEE	12/06/2018	211.25
22468	ADM GROUP INC.	ADM GRP: INSTRUCTOR FEES/TE	12/06/2018	1,653.40
22473	BINGO WEST #4	BINGO WEST#4: BINGO SUPPLIES	12/06/2018	1,101.67
22474	LARRY CHAVEZ	L.CHAVEZ: UNPAID FORFEIT- DA	12/06/2018	310.00
22475	KERRY A. CLERIC	K.CLERIC: UMPIRE IN CHIEF	12/06/2018	250.00
22477	BRUCE COLELL	B.COLELL:INSTRUCTOR FEES/SP	12/06/2018	140.40
22479	JENNIFER ERSONMEZ	J.ERSONMEZ: INSTRUCTOR FEES	12/06/2018	78.00
22482	BARBARA G. GAGE	B.GAGE:INSTRUCTOR FEES/ARTI	12/06/2018	187.85
22483	KESIA GOMEZ	K.GOMEZ: INSTRUCTOR FEES/ZU	12/06/2018	124.80
22484	DEBRA GREENWOOD	D.GREENWOOD: INSTRUCTOR FE	12/06/2018	46.37
22485	MENDAL HYDE	M.HYDE: INSTRUCTOR FEES/WAI	12/06/2018	69.55
22486	J. THAYER COMPANY	J.THAYER: SHIPPING LABELS	12/06/2018	20.42
22487	ASHLEY LARSON	ASHLEY LARSON: FOR CHRISTM	12/06/2018	350.00
22488	MAIN STREET EXPERIENCES	MAIN STREET EXPERIENCES: BU	12/06/2018	1,066.00
22489	BRYAN MONKA	B.MONKA: INSTRUCTOR FEES/M	12/06/2018	1,534.00
22493	MICHELLE REYES	M.REYES: SKATEPARK PASS REFI	12/06/2018	15.00
22494	ROSE ENTERTAINMENT & COMM	JUMPING JOE'S: FOR CHRISTMAS	12/06/2018	240.00
22495	KATIE SHINDEN	K.SHINDEN: INVOICE ADJ.-DATA	12/06/2018	924.30
22496	PAMELA ANN TAYLOR	PAM TAYLOR: INSTRUCTOR FEES	12/06/2018	187.20
22497	CAMILLE TORGESON	C.TORGESON: INSTRUCTOR FEES	12/06/2018	341.25
22498	PATRICIA ZAKAS	P.ZAKAS: INSTRUCTOR FEES/PIC	12/06/2018	962.08
Total for Department: 03 Recreation				11,792.32

Department: 04 Parks

0	JOHN FLETCHER	J.FLETCHER: PANTS REIMBURSE	12/06/2018	150.00
20505	SITEONE LANDSCAPE SUPPLY LI	SITEONE: SUPPLIES USED FOR HI	12/06/2018	8,908.34
20506	STANLEY STEEMER	STANLEY STEEMER: CARPET CLI	12/06/2018	1,434.00
20507	U-RENT INC.	U-RENT, INC.: SKIDSTEER RENTA	12/06/2018	1,139.67
20509	VISTA FORD OF OXNARD	VISTA FORD: VEHICLE REPAIR/VI	12/06/2018	2,537.63
22467	VENTURA COUNTY STAR	VENTURA COUNTY STAR: NOTIC	12/06/2018	257.64
22471	B & B DO IT CENTER	B&B: ANT & ROACH KILLER/FRE	12/06/2018	328.52
22476	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: ALL ALUM. LA	12/06/2018	114.02
22478	EMG HOLDINGS, LLC	EMG HOLDINGS LLC: BAGS AND	12/06/2018	1,400.00
22480	FENCE FACTORY RENTALS	FENCE FACTORY: TEMP. FENCE F	12/06/2018	106.92
22481	FERGUSON ENTERPRISES INC. #1	FERGUSON ENTERPRISES: FOR R	12/06/2018	2,285.68
22486	J. THAYER COMPANY	J.THAYER: CANON TONER CARTI	12/06/2018	531.27

Check No.	Vendor/Employee	Transaction Description	Date	Amount
22490	NATURAL GREEN LANDSACAPES	NATURAL GREEN LANDSCAPES:	12/06/2018	3,080.00
22491	O. K. RADIATOR	O.K. RADIATOR SHOP:REPAIR AC	12/06/2018	104.00
22492	PACIFIC ROCK, INC.	PACIFIC ROCK: DG USED FOR HII	12/06/2018	544.68
22500	RSB STONWORKS, INC.	RSB STONWORKS: FABRICATE L	12/06/2018	1,400.00
Total for Department: 04 Parks				24,322.37
Department: 05 Administration				
20508	VCSDA	VCSDA: EVENT FEE/MILLER, OT1	12/06/2018	100.00
20510	RONDA WERNER	THE FINISH LINE: MICROFLEECE	12/06/2018	166.59
22469	ALESHIRE & WYNDER LLP	ALESHIRE & WYNDER: 11/1-15/18	12/06/2018	3,422.00
22470	ALLCONNECTED, INC.	ALLCONNECTED: 12/2018 COMP.	12/06/2018	881.00
22472	BAY ALARM	BAY ALARM: 12/1/18-3/1/19- BURC	12/06/2018	465.33
22486	J. THAYER COMPANY	J.THAYER: RETURNED ITEM/P-TC	12/06/2018	574.37
Total for Department: 05 Administration				5,609.29
Total for Fund:10 General Fund				42,073.98

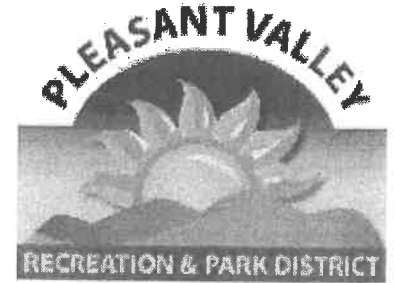
Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
22499	NATURAL GREEN LANDSACAPES	NATURAL GREEN LANDSCAPES:	12/06/2018	15,513.83
Total for Department: 00 Non Departmentalized				15,513.83
Total for Fund:20 Assessment Fund				15,513.83

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		57,587.81

Bank Reconciliation

Board Audit

User: fsantos
 Printed: 12/27/2018 - 10:19AM
 Date Range: 12/20/2018 - 12/27/2018
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
20522	B & B DO IT CENTER	B&B: X'MAS TREE/LOKKER PARK	12/20/2018	55.56
20534	ELITE SPORTS CALIFORNIA	ELITE SPORTS CALIFORNIA: PER	12/20/2018	100.00
20549	ESMERALDA MALDONADO	E.MALDONADO: PERMIT REFUNI	12/20/2018	50.00
20555	DHAVAL TRIVEDI	D.TRIVEDI: PERMIT REFUND	12/20/2018	100.00
20562	CELEBRATION OF SOBER SISTER	CELEBRATION OF SOBER SISTER	12/20/2018	300.00
20568	SHERI HUDSON	S.HUDSON: PERMIT REFUND	12/20/2018	300.00
20573	ODILE YEREVANIAN	O.YEREVANIAN: PERMIT REFUNI	12/20/2018	150.00
20578	HERC RENTALS INC.	HERC RENTAL: FOR LOKKER CHI	12/27/2018	864.10
Total for Department: 00 Non Departmentalized				1,919.66
Department: 03 Recreation				
0	CONARD WARREN	C.WARREN: REIMBURSEMENT FOI	12/20/2018	50.73
0	DEBORAH GUERRERO	D.GUERRERO: MILEAGE REIMBU	12/20/2018	34.88
0	EMILY RAAB	E.RAAB: REIMB. WIDE CAMERA /	12/20/2018	37.54
0	JEFFREY HENSEN	J.HENSEN: 11/2018 MILEAGE REIM	12/20/2018	34.88
0	JULIA NAVARRO	J.NAVARRO: MILEAGE REMBURS	12/20/2018	10.90
0	MITCHELL BEINFEST	M.BEINFEST: MILEAGE REIMBU	12/20/2018	25.02
0	SARAH SCRIVANO	S.SCRIVANO: 11/2018 MILEAGE RJ	12/20/2018	3.27
0	VANESSA MUNOZ	V.MUNOZ: MILEAGE REIMBURSE	12/20/2018	8.18
20515	US BANK	US BANK: CALCARD CHARGES- 5	12/20/2018	4,551.73
20516	ACORN NEWSPAPERS	ACORN: DISPLAY ADVERTISEME	12/20/2018	231.00
20519	ALL ABOUT DOGS, INC.	ALL ABOUT DOGS, INC.; INSTRUC	12/20/2018	768.00
20520	AMERICAN RED CROSS	AMERICAN RED CROSS; ADULT/I	12/20/2018	112.00
20524	BIG EVENTS INC.	BIG EVENTS, INC.: GIANT PARAD	12/20/2018	1,618.28
20527	CANON SOLUTIONS AMERICA IN	CANON: BANNER PRINTER SUPP	12/20/2018	1,234.28
20528	WENDY CASTELLANOS-WOLF	W. CASTELLANOS-WOLF: INSTRU	12/20/2018	421.20
20529	BRUCE COLELL	B.COLELL: INSTRUCTOR FEES/SF	12/20/2018	122.85
20532	HELEN DZIADULEWICZ	H.DZIADULEWICZ: INSTRUCTOR	12/20/2018	1,866.15
20533	ELITE COMMUNICATION	ELITE COMMUNICATIONS: SHIRT	12/20/2018	4,811.83
20539	LILIBETH GONZALEZ	FAMOUS TACO BAR: STAFF LUNC	12/20/2018	858.00
20540	CLIFTON G. GORE JR.	C.GORE: INSTRUCTOR FEES/TAI	12/20/2018	2,366.00
20541	HAPPENINGS MAGAZINE	HAPPENINGS: 12/2018 ADVERTISI	12/20/2018	410.00
20542	HORIZON BAPTIST CHURCH	HORIZON BAPTIST CHURCH: DUI	12/20/2018	55.00
20544	ITS A GAS INC.	IT'S A GAS INC.: HELIUM FOR PAF	12/20/2018	2,973.29
20545	J. THAYER COMPANY	J.THAYER: LAMINATING POUCHI	12/20/2018	78.33
20552	KATIE SHINDEN	K.SHINDEN: INSTRUCTOR FES/KI	12/20/2018	518.70
20559	W & S SERVICES	W&S: SEWER SERVICE- 10/31/18-1	12/20/2018	58.61
20561	DUNCAN YOUNG	D.YOUNG: INSTRUCTOR FEES/GY	12/20/2018	513.50
20564	JENNIFER ERSONMEZ	J.ERSONMEZ: INSTRUCTOR FEES	12/20/2018	208.00
20565	TORREY KAHANA GIESE	T.GIESE: INSTRUCTOR FEES/WAT	12/20/2018	164.53
20566	DEBRA GREENWOOD	D.GREENWOOD: INSTRUCTOR FE	12/20/2018	65.81
20567	DANIEL E. HOWARD	D.HOWARD: INSTRUCTOR FEES/J	12/20/2018	341.25
20569	MENDAL HYDE	M.HYDE: INSTRUCTOR FEES/WAI	12/20/2018	32.91
20571	SWORDS INC.	SWORDS INC: INSTRUCTOR FEES	12/20/2018	320.45
Total for Department: 03 Recreation				24,907.10
Department: 04 Parks				

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	SARAH SCRIVANO	S.SCRIVANO: 11/2018 MILEAGE RJ	12/20/2018	12.54
20515	US BANK	US BANK: CALCARD CHARGES- 5	12/20/2018	12,933.66
20518	AIRWORKS SOLUTIONS INC.	AIRWORKS SOLUTIONS: HVAC SI	12/20/2018	125.00
20521	APPLIED MAINTENANCE SUPPLI	APPLIED MAINT.SUPP.& SOL.: SH	12/20/2018	316.87
20522	B & B DO IT CENTER	B&B: SUPPLIES FOR OUTSIDE RR	12/20/2018	316.82
20523	BATTERIES PLUS BULBS 320	BATTERIES+BULBS: BATTERY FO	12/20/2018	78.89
20526	CAMROSA WATER DISTRICT	CAMROSA: WATER SERVICE/ENC	12/20/2018	10,309.44
20530	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER CO	12/20/2018	54.00
20535	EMPIRE CLEANING SUPPLY	EMPIRE CLEANING SUPPLY: JAN:	12/20/2018	33.78
20536	FENCE FACTORY RENTALS	FENCE FACTORY: TEMP. DOG PAJ	12/20/2018	1,528.00
20537	FRIEDLEY'S MOBILE SCREEN & C	FRIEDLEY'S MOBILE SCREEN & C	12/20/2018	317.44
20538	CODY BLAKE GILMER	ROLLING STONE MASONRY: FIN:	12/20/2018	10,000.00
20543	INNOVATIVE PLAYGROUNDS CO.	INNOVATIVE: PLAYGROUND SIGI	12/20/2018	266.16
20545	J. THAYER COMPANY	J.THAYER: STAMP PADS & PENS/	12/20/2018	525.35
20547	LINCOLN AQUATICS	LINCOLN AQUATICS: CREDIT ME	12/20/2018	232.41
20548	M & B SERVICES INC.	M&B SERV., INC.: REPLACEMENT	12/20/2018	276.94
20553	SITEONE LANDSCAPE SUPPLY LL	SITEONE LANDSCAPE SUPPLY: F:	12/20/2018	269.44
20554	TAFT ELECTRIC	TAFT ELECTRIC: ASSESS POWER	12/20/2018	194.30
20556	TURF STAR INC.	TURFSTAR: SCREW-HH/SHOP	12/20/2018	230.12
20559	W & S SERVICES	W&S: SEWER SERVICE- 10/31/18-1	12/20/2018	424.10
20560	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: HILL FI	12/20/2018	2,725.00
20563	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: CORONA AC739	12/20/2018	36.51
20572	U-RENT INC.	U-RENT: TRENCHER RENTAL- 12/	12/20/2018	348.56
20577	CITY OF OXNARD-CITY TREASUF	ENVIRONMENTAL RES. DIV.:DISF	12/27/2018	188.14
Total for Department: 04 Parks				41,743.47
Department: 05 Administration				
0	DEBRA BROOKS	D.BROOKS: MILEAGE REIMBURS	12/20/2018	15.81
0	FILEMON SANTOS JR.	F.SANTOS: TRAVEL REIMB.- CALI	12/20/2018	68.10
20515	US BANK	US BANK: CALCARD CHARGES- 5	12/20/2018	2,980.14
20517	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM: FOR INT	12/20/2018	1,312.16
20531	KATHRYN DREWRY	K.DREWRY: TRAVEL REIMBURSA	12/20/2018	163.50
20545	J. THAYER COMPANY	J.THAYER: DIVIDERS/FINANCE	12/20/2018	28.30
20546	KONICA MINOLTA	KONICA MINOLTA: COPIER MAIN	12/20/2018	938.91
20550	MARK-IT PLACE	MARK-IT-PLACE: POLAR MUGS/E	12/20/2018	566.15
20551	MOSS,LEVY & HARTZHEIM	MOSS, LEVY & HARTZHEIM: AUI	12/20/2018	1,000.00
20558	VENTURA COUNTY STAR DIGITA	VENTURA COUNTY STAR: DIGIT/	12/20/2018	8.83
20570	MAILFINANCE	MAILFINANCE: POSTAGE METER	12/20/2018	258.44
Total for Department: 05 Administration				7,340.34
Total for Fund: 10 General Fund				75,910.57

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
20525	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW L/S SERV.; 11/2018 I	12/20/2018	23,950.00
Total for Department: 00 Non Departmentalized				23,950.00
Total for Fund:20 Assessment Fund				23,950.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
20557	VENTURA COUNTY STAR	VENTURA COUNTY STAR:NOTICI	12/20/2018	1,050.90
		Total for Department: 00		1,050.90
		Total for Fund:30 Park Dedication Fund		1,050.90

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		100,911.47

**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: January 2, 2019

SUBJECT: FINANCE REPORT NOVEMBER 2018

RECOMMENDATION

It is recommended the Board review and approve the District's Financial Statements for November 30, 2018 regarding Fund 10, Fund 20 and Fund 30.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH NOVEMBER 30, 2018

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2018 through November 30, 2018 with a year-to-date comparison for the period of July 1, 2017 through November 30, 2017. The percentage rate used for the 2018-2019 fiscal year budget is 41% for Period 5 of the fiscal year.

REVENUES

Total revenue for the 5th month ending November 30, 2018 for Fund 10 (General Fund) has an overall decrease of \$8,092; the primary reason for this decrease is Donations (\$5,324) and Current Supplemental Pass-Thru (\$2,342). In Fund 10 there is a new revenue line item called Hill Fire 2018; the purpose of this line item is to track any insurance money the District receives to repair the damage that Camarillo Grove Park sustained during the Hill Fire on November 8 & 9, 2018.

Total revenue for the 5th month ending November 30, 2018 for Fund 20 (Assessment District) is at 0.65% of budget. The first installment of tax apportionment for fiscal year 2018-2019 will arrive around December 21, 2018. At that time the Assessment District will receive approximately 60% of their budgeted tax apportionment. Until then the finance reports will reflect minimal activity in the revenue section of the report.

Fund 30 (Park Dedication Fee) is at 208% of budget due to the interest earnings on the Multi-Bank Securities Investment; there will be a mid-year budget adjustment to bring this account into alignment. Fund 30 has had no services and supplies expenses for fiscal year 2018-2019. During the November Board meeting, the Board approved a budget adjustment to the Freedom Baseball Fields in the amount of \$1,100,000; the capital budget has increased to \$1,995,600. As of November 30, 2018, the Capital budget is at 4%.

EXPENDITURES

Personnel Expenditures have increased by \$165,582 for FY 2018-2019 in comparison to personnel expense for the same time period as last year. This increase is primarily due to PERS Unfunded Liability (\$54,216) and an overall increase to various payroll accounts due to three pay periods in the month of November 2018 versus two pay periods in the month of November 2017.

Service and Supply Expenditures for Fund 10 have increased \$72,223 in comparison to the same time as last year. This increase is not attributed to one specific line item, but various line items. There is also a new expense line item titled "Hill Fire 2018". The purpose of this line item is for tracking all expenses the District incurs due to damage that Camarillo Grove Park sustained during the Hill Fire.

Fund 20 is at 33.45% in Personnel and 41.35% in Service and Supplies. Currently Fund 20 is on target at 41.1%.

Fund 30 Services and Supplies has no budget and has limited activity for the month of November 2018.

Capital projects for fiscal year 2018-2019 are currently underway and there has been 18% of the budget spent in the Capital (General Fund) and 4% spending in the Quimby Fees budget.

FISCAL IMPACT

Overall the District is under the approved budget for Fund 10 by 3.3% and Fund 20 is on target at 41%. Staff is constantly reviewing ways to make the District run effectively and efficiently while staying within the approved budget.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for November 30, 2018 regarding Fund 10, Fund 20 and Fund 30.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of November 30, 2018 Fund 10
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of November 30, 2018 Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of November 30, 2018 Fund 30
(1 page)

General Ledger
Fund 10 General Fund
November 2018 41%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport Cur Year Secured	5110	\$ -	\$ -	\$ -	\$ 6,506,450.00	\$ 6,506,450.00	0.00%
Tax Apport Cur Year Unsec	5120	\$ 99,283.63	\$ 85,570.17	\$ 99,283.63	\$ -	\$ 99,283.63	0.00%
Tax Apport Prior Year Sec	5130	\$ -	\$ 17,454.54	\$ 19,856.90	\$ -	\$ 19,856.90	0.00%
Tax Deeded Sales	5150	\$ -	\$ 26.30	\$ 10.03	\$ -	\$ 10.03	0.00%
Cur Supplemental Pass Thru	5210	\$ -	\$ 10,028.21	\$ 7,685.57	\$ -	\$ 7,685.57	0.00%
HOPTR Prior Year	5231	\$ -	\$ 15,982.52	\$ -	\$ -	\$ -	0.00%
Interest Earnings	5310	\$ 2,519.16	\$ 2,101.49	\$ 6,811.65	\$ 18,300.00	\$ 11,488.35	37.22%
MBS Interest Earnings	5320	\$ -	\$ 7,860.15	\$ -	\$ -	\$ -	0.00%
Hill Fire 2018	5465	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Park Patrol Citations	5506	\$ 829.79	\$ 629.66	\$ 6,070.83	\$ 4,510.00	\$ 1,560.83	134.61%
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Contract ClassesPublic Fees	5510	\$ 10,825.30	\$ 73,611.15	\$ 73,434.31	\$ 232,539.00	\$ 159,104.69	31.58%
Public Fees	5511	\$ 11,851.63	\$ 118,734.31	\$ 155,708.34	\$ 393,842.00	\$ 238,133.66	39.54%
Swim PassAdult Splash (20)	5513-5529	\$ 2,905.00	\$ 23,470.63	\$ 27,036.58	\$ 71,695.00	\$ 44,658.42	37.71%
Rental	5530	\$ 28,347.65	\$ 101,774.38	\$ 156,138.09	\$ 420,966.00	\$ 264,827.91	37.09%
Cell Tower Revenue	5535	\$ 10,487.77	\$ 34,371.62	\$ 40,795.11	\$ 83,534.00	\$ 42,738.89	48.84%
Parking Fees	5540	\$ 66.35	\$ 8,954.04	\$ 9,690.32	\$ 12,312.00	\$ 2,621.68	78.71%
Dues	5550	\$ 104.00	\$ 608.00	\$ 765.00	\$ 2,160.00	\$ 1,395.00	35.42%
Activity Guide Revenue	5555	\$ 850.00	\$ 5,890.00	\$ 5,175.75	\$ 16,000.00	\$ 10,824.25	32.35%
Special Event	5561	\$ -	\$ -	\$ -	\$ 11,000.00	\$ 11,000.00	0.00%
Staffing Cost Recovery	5563	\$ -	\$ -	\$ 2,831.04	\$ 5,000.00	\$ 2,168.96	56.62%
Special Event Permits	5564	\$ -	\$ -	\$ 306.00	\$ 1,000.00	\$ 694.00	30.60%
Donations	5570	\$ 405.00	\$ 80,203.50	\$ 74,879.00	\$ 90,870.00	\$ 15,991.00	82.40%
Grant HCF	5573	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00	0.00%
Other/Purchase Discount Taken	5575	\$ 1,781.48	\$ 31,553.89	\$ 36,690.49	\$ 64,615.00	\$ 27,924.51	56.78%
Cash Over/Under	5580	\$ -	\$ 65.00	\$ 19.00	\$ -	\$ 19.00	0.00%
Incentive Income	5585	\$ 31.82	\$ 634.06	\$ 661.50	\$ 1,600.00	\$ 938.50	41.34%
Reimbursement ROPS	5600	\$ -	\$ 108,346.56	\$ -	\$ 90,000.00	\$ 90,000.00	0.00%
Reimb Needs Assessment	5605	\$ -	\$ 4,587.50	\$ 516.00	\$ -	\$ 516.00	0.00%
Revenue		\$ 170,288.58	\$ 732,457.68	\$ 724,366.14	\$ 8,026,493.00	\$ 7,559,992.78	9.02%
YTD Comparison				\$ (8,091.54)			
Expense							
Full Time Salaries	6100	\$ 257,853.02	\$ 865,966.58	\$ 881,004.89	\$ 2,398,320.00	\$ 1,517,315.11	36.73%
Overtime Salaries	6101	\$ 7,509.51	\$ 4,822.49	\$ 19,450.49	\$ 34,286.00	\$ 14,835.51	56.73%
Car Allowance	6105	\$ 1,246.11	\$ 2,544.07	\$ 4,575.70	\$ 10,800.00	\$ 6,224.30	42.37%
Cell Phone Allowance	6108	\$ 2,358.00	\$ 6,113.57	\$ 6,886.86	\$ 15,900.00	\$ 9,013.14	43.31%
PartTime Salaries	6110	\$ 62,606.33	\$ 256,502.05	\$ 295,283.30	\$ 731,823.00	\$ 436,539.70	40.35%
Retirement	6120	\$ 44,834.19	\$ 141,828.95	\$ 156,967.99	\$ 440,350.00	\$ 283,382.01	35.65%
457 Pension	6121	\$ 135.22	\$ 6,500.74	\$ 6,500.74	\$ 1,045.00	\$ 5,455.74	622.08%
Employee Insurance	6130	\$ 19,042.33	\$ 84,722.40	\$ 93,699.02	\$ 345,185.00	\$ 251,485.98	27.14%
Workers Compensation	6140	\$ 21,926.09	\$ 59,378.69	\$ 71,953.96	\$ 168,953.00	\$ 96,999.04	42.59%
Unemployment Insurance	6150	\$ 1,103.00	\$ -	\$ 1,103.00	\$ -	\$ 1,103.00	0.00%
Loan Pension Obligation	6160	\$ 20,300.83	\$ 99,184.60	\$ 101,504.17	\$ 243,610.00	\$ 142,105.83	41.67%
PERS Unfunded Liability	6170	\$ -	\$ 232,344.00	\$ 286,560.00	\$ 318,714.00	\$ 32,154.00	89.91%
Personnel		\$ 438,914.63	\$ 1,759,908.14	\$ 1,925,490.12	\$ 4,708,986.00	\$ 2,796,613.36	40.89%
YTD Comparison				\$ 165,581.98			
Telephone	6210	\$ 1,116.04	\$ 4,370.26	\$ 4,836.59	\$ 11,456.00	\$ 6,619.41	42.22%
Internet Services	6220	\$ 1,511.41	\$ 9,552.22	\$ 15,613.76	\$ 40,258.00	\$ 24,644.24	38.78%
Pool Chemicals	6310	\$ -	\$ 2,978.87	\$ 3,203.48	\$ 12,000.00	\$ 8,796.52	26.70%
Janitorial Supplies	6320	\$ 4,667.05	\$ 21,633.60	\$ 26,418.47	\$ 52,200.00	\$ 25,781.53	50.61%
Kitchen Supplies	6330	\$ 30.50	\$ 227.36	\$ 273.68	\$ 1,400.00	\$ 1,126.32	19.55%
Food Supplies	6340	\$ 904.17	\$ 2,111.17	\$ 2,707.52	\$ 12,075.00	\$ 9,367.48	22.42%
Water Maint & Service	6350	\$ 62.25	\$ 280.05	\$ 340.10	\$ 1,080.00	\$ 739.90	31.49%
Laundry/Wash Service	6360	\$ -	\$ 20.00	\$ 48.00	\$ 380.00	\$ 332.00	12.63%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 650.00	\$ 650.00	0.00%
Insurance Liability	6410	\$ -	\$ 48,579.00	\$ 57,572.00	\$ 111,732.00	\$ 54,160.00	51.53%
Equipment Maintenance	6500	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00	0.00%
Fuel	6510	\$ 3,775.94	\$ 13,544.21	\$ 17,584.24	\$ 43,000.00	\$ 25,415.76	40.89%
Vehicle Maintenance	6520	\$ 1,334.58	\$ 15,252.23	\$ 11,717.97	\$ 35,400.00	\$ 23,682.03	33.10%
Office Equipment Maintenance	6530	\$ -	\$ 400.00	\$ -	\$ 200.00	\$ 200.00	0.00%
Computer Equip Maintenance	6540	\$ -	\$ 75.06	\$ -	\$ 2,400.00	\$ 2,400.00	0.00%
Building Repair	6610	\$ 4,874.26	\$ 19,206.69	\$ 38,126.86	\$ 96,200.00	\$ 58,073.14	39.63%
Bldg Equip Maint/Repair	6620	\$ -	\$ 10,562.31	\$ 3,276.53	\$ 22,875.00	\$ 19,598.47	14.32%
Improvements/Maintenance	6630	\$ 619.32	\$ 1,926.33	\$ 12,229.64	\$ 24,000.00	\$ 11,770.36	50.96%
Hill Fire 2018	6640	\$ 145.00	\$ -	\$ 145.00	\$ -	\$ 145.00	0.00%
Grounds Maintenance	6710	\$ 5,318.38	\$ 34,667.51	\$ 31,010.18	\$ 87,980.00	\$ 56,969.82	35.25%
Tree Care Assess	6719	\$ 1,344.00	\$ 225.00	\$ 7,081.50	\$ -	\$ 7,081.50	0.00%
Contracted LS Services	6720	\$ -	\$ -	\$ 832.10	\$ -	\$ 832.10	0.00%
Park Signage (Branding)	6725	\$ -	\$ 304.00	\$ 85.29	\$ 15,000.00	\$ 14,914.71	0.57%
Contracted Pest Control	6730	\$ -	\$ -	\$ 575.00	\$ 2,000.00	\$ 1,425.00	28.75%
Rubbish & Refuse	6740	\$ 996.25	\$ 23,922.26	\$ 21,517.92	\$ 65,760.00	\$ 44,242.08	32.72%
Vandalism/Theft	6750	\$ -	\$ 181.34	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Memberships	6810	\$ 147.63	\$ 4,761.18	\$ 11,754.63	\$ 14,315.00	\$ 2,560.37	82.11%
Office Supplies	6910	\$ 2,418.51	\$ 9,553.39	\$ 5,685.25	\$ 29,934.00	\$ 24,248.75	18.99%
Postage Expense	6920	\$ 4,882.48	\$ 12,196.25	\$ 6,094.41	\$ 31,900.00	\$ 25,805.59	19.10%

General Ledger
Fund 10 General Fund
November 2018 41%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Advertising Expense	6930	\$ 1,171.00	\$ 4,249.90	\$ 3,957.74	\$ 16,740.00	\$ 12,782.26	23.64%
Printing Charges	6940	\$ 1,687.40	\$ 3,838.90	\$ 7,095.95	\$ 14,048.00	\$ 6,952.05	50.51%
ActiveNet Charges	6950	\$ 3,178.52	\$ 20,934.07	\$ 23,304.93	\$ 55,758.00	\$ 32,453.07	41.80%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 399,740.00	\$ 399,740.00	0.00%
Minor Furn Fixture & Equip	6980	\$ -	\$ 516.88	\$ 593.16	\$ 1,533.00	\$ 939.84	38.69%
Comp Hardware/Software Exp	6990	\$ 479.71	\$ 2,777.48	\$ 2,758.77	\$ 13,264.00	\$ 10,505.23	20.80%
Fingerprint Fees (HR)	7010	\$ 104.00	\$ 468.00	\$ 464.00	\$ 2,440.00	\$ 1,976.00	19.02%
Fire & Safety Insp Fees	7020	\$ 4,052.43	\$ 1,990.10	\$ 4,052.43	\$ 3,925.00	\$ 127.43	103.25%
Permit & Licensing Fees	7030	\$ 2,214.80	\$ 4,607.23	\$ 6,911.64	\$ 11,150.00	\$ 4,238.36	61.99%
State License Fee	7040	\$ -	\$ 341.25	\$ 755.00	\$ 400.00	\$ 355.00	188.75%
Professional Services	7100	\$ -	\$ 400.00	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Legal Services	7110	\$ 3,279.00	\$ 14,673.58	\$ 21,422.50	\$ 69,150.00	\$ 47,727.50	30.98%
Typeset and Print Services	7115	\$ -	\$ 12,200.26	\$ 12,169.07	\$ 45,900.00	\$ 33,730.93	26.51%
Instructor Services	7120	\$ 12,411.70	\$ 47,982.98	\$ 58,655.05	\$ 168,426.00	\$ 109,770.95	34.83%
PERS Admin Fees	7125	\$ 75.59	\$ 607.42	\$ 412.08	\$ 1,550.00	\$ 1,137.92	26.59%
Audit Services	7130	\$ 4,000.00	\$ 7,000.00	\$ 4,000.00	\$ 17,260.00	\$ 13,260.00	23.17%
Medical & Health Svcs (HR)	7140	\$ 200.00	\$ 990.00	\$ 995.00	\$ 5,500.00	\$ 4,505.00	18.09%
Security Services	7150	\$ 444.60	\$ 3,947.20	\$ 2,512.95	\$ 5,400.00	\$ 2,887.05	46.54%
Entertainment Services	7160	\$ 240.00	\$ 737.53	\$ 974.99	\$ 3,000.00	\$ 2,025.01	32.50%
Business Services	7180	\$ 2,247.20	\$ 47,596.04	\$ 48,651.51	\$ 90,100.00	\$ 41,448.49	54.00%
Umpire/Referee Services	7190	\$ 90.00	\$ 510.00	\$ 500.00	\$ 2,065.00	\$ 1,565.00	24.21%
Subscriptions	7210	\$ 163.93	\$ 531.60	\$ 437.33	\$ 4,508.00	\$ 4,070.67	9.70%
Rents & Leases Equip	7310	\$ 1,184.48	\$ 7,563.98	\$ 12,595.08	\$ 38,210.00	\$ 25,614.92	32.96%
Bldg/Field Leases & Rental	7320	\$ -	\$ 5.00	\$ -	\$ 120.00	\$ 120.00	0.00%
Event Supplies	7410	\$ 85.85	\$ 845.47	\$ 420.31	\$ 2,000.00	\$ 1,579.69	21.02%
Supplies	7420	\$ 559.96	\$ 2,231.37	\$ 1,757.11	\$ 3,800.00	\$ 2,042.89	46.24%
Bingo Supplies	7430	\$ 580.49	\$ 3,151.84	\$ 3,229.35	\$ 7,500.00	\$ 4,270.65	43.06%
Sporting Goods	7440	\$ 114.61	\$ 4,710.43	\$ 1,055.45	\$ 8,586.00	\$ 7,530.55	12.29%
Arts and Craft Supplies	7450	\$ 20.35	\$ 1,059.44	\$ 52.48	\$ 1,940.00	\$ 1,887.52	2.71%
Training Supplies	7460	\$ -	\$ 200.00	\$ 225.00	\$ 2,650.00	\$ 2,425.00	8.49%
Camp Supplies	7470	\$ -	\$ 318.50	\$ -	\$ 1,200.00	\$ 1,200.00	0.00%
Small Tools	7500	\$ 197.23	\$ 5,499.47	\$ 3,364.85	\$ 6,100.00	\$ 2,735.15	55.16%
Safety Supplies	7510	\$ 130.00	\$ 1,362.93	\$ 679.72	\$ 4,690.00	\$ 4,010.28	14.49%
Uniform Allowance	7610	\$ 312.47	\$ 1,311.98	\$ 1,155.14	\$ 12,600.00	\$ 11,444.86	9.17%
Safety Clothing	7620	\$ 176.59	\$ 417.83	\$ 796.35	\$ 6,054.00	\$ 5,257.65	13.15%
Conference&Seminar Staff	7710	\$ 255.17	\$ 9,363.40	\$ 6,277.82	\$ 19,775.00	\$ 13,497.18	31.75%
Conference&Seminar Board	7715	\$ -	\$ 735.00	\$ 80.00	\$ 2,280.00	\$ 2,200.00	3.51%
Conference&Seminar Travel Exp	7720	\$ 1,706.91	\$ 2,231.28	\$ 5,002.41	\$ 10,143.00	\$ 5,140.59	49.32%
Out of Town Travel Board	7725	\$ -	\$ 1,111.59	\$ 1,418.82	\$ 7,085.00	\$ 5,666.18	20.03%
Private Vehicle Mileage	7730	\$ 98.65	\$ 1,133.54	\$ 797.44	\$ 2,503.00	\$ 1,705.56	31.86%
Transportation Charges	7740	\$ -	\$ 228.01	\$ -	\$ 1,110.00	\$ 1,110.00	0.00%
Buses/Excursions	7750	\$ 1,066.00	\$ 3,329.02	\$ 12,753.54	\$ 23,950.00	\$ 11,196.46	53.25%
Tuition/Book Reimbursement	7760	\$ 925.73	\$ -	\$ 925.73	\$ -	\$ 925.73	0.00%
Utilities Gas	7810	\$ 69.54	\$ 6,614.64	\$ 5,917.54	\$ 27,488.00	\$ 21,570.46	21.53%
Utilities Water	7820	\$ 46,173.06	\$ 319,792.73	\$ 317,130.31	\$ 816,188.00	\$ 499,057.69	38.86%
Utilities Electric	7830	\$ 16,642.57	\$ 77,623.08	\$ 79,518.76	\$ 237,062.00	\$ 157,543.24	33.54%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Awards and Certificates	7910	\$ -	\$ 4,350.79	\$ 3,799.25	\$ 16,940.00	\$ 13,140.75	22.43%
Meals for Staff Training	7920	\$ 184.96	\$ 912.46	\$ 982.06	\$ 2,810.00	\$ 1,827.94	34.95%
Employee Morale	7930	\$ -	\$ 165.66	\$ 124.13	\$ 4,250.00	\$ 4,125.87	2.92%
COP Debt PV Fields	7950	\$ 20,202.92	\$ 102,670.45	\$ 101,014.58	\$ 242,435.00	\$ 141,420.42	41.67%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ 4,166.65	\$ 4,166.65	\$ 10,000.00	\$ 5,833.35	41.67%
Reserve Computer Fleet	7971	\$ 416.67	\$ 2,083.35	\$ 2,083.35	\$ 5,000.00	\$ 2,916.65	0.00%
Designated Project	7972	\$ -	\$ 8,333.35	\$ -	\$ -	\$ -	0.00%
Reserve Dry Period	7973	\$ 7,500.00	\$ 37,500.00	\$ 37,500.00	\$ 90,000.00	\$ 52,500.00	41.67%
Reserve Repair/Oper/Admin	7975	\$ 2,500.00	\$ -	\$ 12,500.00	\$ 30,000.00	\$ 17,500.00	41.67%
Services and Supplies		\$ 172,125.19	\$ 1,024,453.95	\$ 1,096,677.45	\$ 3,303,921.00	\$ 2,226,177.07	33.19%
YTD Comparison				\$ 72,223.50			
Capital							
Capital	8400	\$ -	\$ 538.53	\$ -	\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$ -	\$ 33,358.52	\$ -	\$ 7,000.00	\$ 7,000.00	0.00%
Needs Assessment	8422	\$ -	\$ 35,965.39	\$ 1,032.00	\$ -	\$ 1,032.00	0.00%
Bob Kildee Parking Lot	8423	\$ -	\$ 166,295.00	\$ -	\$ -	\$ -	0.00%
Hardwalls GM/HR Offices	8425	\$ -	\$ 15,528.45	\$ -	\$ -	\$ -	0.00%
Cam Grve Dog PkArtificial Turf	8430	\$ -	\$ 19,312.93	\$ -	\$ -	\$ -	0.00%
Freedom Pk Baseball Flds Desig	8432	\$ -	\$ -	\$ 4,584.05	\$ -	\$ 4,584.05	0.00%
Auditorium Restroom Remodel	8435	\$ -	\$ -	\$ 2,771.41	\$ -	\$ 2,771.41	0.00%
Springville Dog Park Wall	8436	\$ 3,451.30	\$ -	\$ 22,173.39	\$ -	\$ 22,173.39	0.00%
Office Design/Carpet/Server	8440	\$ -	\$ 22,614.13	\$ -	\$ -	\$ -	0.00%
Pool Plaster/Fiberglass Resurf	8448	\$ -	\$ -	\$ 220.35	\$ 135,000.00	\$ 134,779.65	0.16%
Pool Slide Metal Support	8449	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
Bob Kildee Restroom Roof	8450	\$ -	\$ -	\$ 15,613.00	\$ 15,000.00	\$ 613.00	104.09%
Freedom RR/Concession Roof	8451	\$ -	\$ -	\$ -	\$ 18,000.00	\$ 18,000.00	0.00%
Charter Oak Tree Window	8452	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
PV Fields Painting Phase I	8453	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Comm Ctr Exterior Restrooms	8454	\$ 2,479.89	\$ -	\$ 2,479.89	\$ 40,000.00	\$ 37,520.11	6.20%
Bob Kildee Irrigation Pump	8455	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%

General Ledger
Fund 10 General Fund
November 2018 41%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Mtr Enclosure, Fhill, Adolf	8456	\$ -	\$ -	\$ -	\$ 24,000.00	\$ 24,000.00	0.00%
Arneill Rnch Park Picnic Area	8457	\$ -	\$ -	\$ 23,507.52	\$ 25,400.00	\$ 1,892.48	92.55%
Pitts Ranch Park Pavilion	8458	\$ -	\$ -	\$ -	\$ 64,000.00	\$ 64,000.00	0.00%
Freedom Baseball Fields	8459	\$ 613.07	\$ -	\$ -	\$ -	\$ -	0.00%
Expense		\$ 6,544.26	\$ 293,612.95	\$ 72,381.61	\$ 403,400.00	\$ 393,366.09	17.94%
YTD Comparison				\$ (221,231.34)			

Total Expenses	\$ 611,039.82	\$ 2,784,362.09	\$ 3,022,167.57	\$ 8,012,907.00	\$ 5,022,790.43	37.7%
YTD Comparison			\$ 237,805.48			

General Ledger
Fund 20 Assessment District
November 2018 41%

Description	Account	Period	Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue								
Interest Earnings	5310	\$	-	\$ 203.60	\$ 54.31	\$ 275.00	\$ 220.69	19.75%
Assessment Revenue	5500	\$	-	\$ 2,569.90	\$ 6,609.68	\$ 1,108,778.00	\$ 1,102,168.32	0.60%
Staffing Cost Recovery	5563	\$	384.00	\$ -	\$ 600.30	\$ -	\$ 600.30	0.00%
Revenue		\$	384.00	\$ 2,773.50	\$ 7,264.29	\$ 1,109,053.00	\$ 1,101,788.71	0.65%
YTD Comparison					\$ 4,490.79			
Expense								
Full Time Salaries	6100	\$	2,184.48	\$ 31,566.02	\$ 7,267.32	\$ 21,232.00	\$ 13,964.68	34.23%
Car Allowance	6105	\$	-	\$ 2,035.81	\$ -	\$ -	\$ -	0.00%
Cell Phone Allowance	6108	\$	-	\$ 330.80	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$	356.12	\$ 5,440.47	\$ 1,192.91	\$ 3,752.00	\$ 2,559.09	31.79%
Employee Insurance	6130	\$	176.13	\$ 4,286.34	\$ 1,020.95	\$ 3,707.00	\$ 2,686.05	27.54%
Workers Compensation	6140	\$	259.37	\$ 3,147.37	\$ 792.19	\$ 2,026.00	\$ 1,233.81	39.10%
Personnel		\$	2,976.10	\$ 46,806.81	\$ 10,273.37	\$ 30,717.00	\$ 20,443.63	33.45%
YTD Comparison					\$ (36,533.44)			
Services and Supplies								
Incidental Costs Assess	6709	\$	-	\$ 15,426.15	\$ 9,776.34	\$ 31,660.00	\$ 21,883.66	30.88%
Tree Care Assess	6719	\$	-	\$ 9,712.50	\$ 32,475.00	\$ 30,000.00	\$ 2,475.00	108.25%
Contracted LS Services	6720	\$	39,463.83	\$ 141,020.76	\$ 157,855.32	\$ 473,568.00	\$ 315,712.68	33.33%
Park Amenities Assess	6722	\$	-	\$ 12,115.60	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
ActiveNet Charges	6950	\$	-	\$ 54.00	\$ 54.00	\$ 60.00	\$ 6.00	90.00%
Approp Redev/Collection Fees	6960	\$	-	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00	0.00%
COP Debt PV Fields	7950	\$	-	\$ 247,859.38	\$ 246,409.38	\$ 511,409.00	\$ 264,999.62	48.18%
Expense		\$	42,439.93	\$ 472,995.20	\$ 456,843.41	\$ 1,104,914.00	\$ 648,070.59	41.35%
YTD Comparison					\$ (16,151.79)			
Total Expenses		\$	45,416.03	\$ 519,802.01	\$ 467,116.78	\$ 1,135,631.00	\$ 668,514.22	41.1%
YTD Comparison					\$ (52,685.23)			

General Ledger
Fund 30 Park Dedication Fee (Quimby Fee)
November 2018 41%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 12,606.45	\$ -	\$ 12,891.33	\$ 8,600.00	\$ 4,291.33	149.90%
MBS Interest Earnings	5320	\$ -	\$ 8,376.60	\$ 4,971.20	\$ -	\$ 4,971.20	0.00%
Revenue		\$ 12,606.45	\$ 8,376.60	\$ 17,862.53	\$ 8,600.00	\$ 9,262.53	207.70%
YTD Comparison				\$ 9,485.93			
Services and Supplies							
		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Capital							
Valle Lindo Restroom/Pavilion	8444	\$ -	\$ -	\$ -	\$ 425,000.00	\$ 425,000.00	0.00%
Nancy Bush Park Playground	8445	\$ -	\$ -	\$ 63,161.45	\$ 250,000.00	\$ 186,838.55	25.26%
Nancy Bush Park Picnic Area	8446	\$ 7,200.60	\$ -	\$ 16,650.60	\$ 45,600.00	\$ 28,949.40	36.51%
Nancy Bush Park Pavilion	8447	\$ -	\$ -	\$ -	\$ 65,000.00	\$ 65,000.00	0.00%
Freedom Baseball Fields	8459	\$ 613.07	\$ -	\$ 613.07	\$ 1,073,050.00	\$ 1,072,436.93	0.06%
Mel Vincent Park Restrooms	8460	\$ -	\$ -	\$ -	\$ 110,000.00	\$ 110,000.00	0.00%
Capital		\$ 7,813.67	\$ -	\$ 80,425.12	\$ 1,968,650.00	\$ 1,888,224.88	4.09%

PARK DEDICATION FEES (QUIMBY)

Date Received	Amount	Developer	Amount Used	Amount Earmarked	Balance	Sunset Date	Sunset Date
7/31/2014	\$ 615,709.00	AML	\$ 79,812.05	\$ -	\$ 535,896.95	7/31/2019	7/31/2019
1/15/2015	\$ 2,250,489.00	Fairfield Camarillo LLC	\$ 613.07	\$ -	\$ 2,249,875.93	1/31/2020	1/31/2020
8/8/2016	\$ 2,649,209.00	Elacora Mission Oaks	\$ 189,887.74	\$ -	\$ 2,459,321.26	8/8/2021	8/8/2021
8/10/2016	\$ 474,353.00	KB Homes	\$ -	\$ -	\$ 474,353.00	8/10/2021	8/10/2021
6/7/2018	\$ 21,612.25	Crestview	\$ -	\$ -	\$ 21,612.25	6/7/2023	6/7/2023
6/29/2018	\$ 96,391.39	Aldersgate Construction	\$ -	\$ -	\$ 96,391.39	6/29/2023	6/29/2023
Total	\$ 6,107,763.64		\$ 270,312.86	\$ -	\$ 5,837,450.78		

**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: January 2, 2019

**SUBJECT: APPROVE RESOLUTION NO. 609 TO CONTINUE THE
LOCAL EMERGENCY THAT RESULTED DUE TO THE
HILL FIRE 2018**

SUMMARY

On November 8, 2018 the District sustained significant damage to the Camarillo Grove Park due to a vegetation fire. A Local and Federal Emergency was declared which would allow the District to receive assistance for the necessary replacement and repairs needed at Camarillo Grove Park to return the park to its original status prior to the fire. The following resolutions have been approved to continue the local emergency:

Resolution No. 603	Declare Local Emergency	11/16/2018
Resolution No. 605	Continue Local Emergency	12/06/2018

BACKGROUND

On the afternoon of November 8, 2018, a vegetation fire started in Hill Canyon, Thousand Oaks, CA. The fire spread due to high Santa Ana winds and burned into Camarillo Grove Park, a park owned by the Pleasant Valley Recreation and Park District. The park sustained significant damage to the dog park, trees, fencing, and signage. The park trail system of 1.75 miles was also damaged and a play structure was a total loss.

On November 9, 2018, California Parks and Recreation Indemnity (CAPRI) was notified by District staff of the damage that Camarillo Grove Park sustained due to the fire and the necessary paperwork along with photos was sent to CAPRI.

On November 16, 2018, the Board of Directors approved Resolution No. 603, declaring a local emergency which would allow Pleasant Valley Recreation and Park District to be eligible for either state or federal funding when it becomes available. The Local Emergency declaration must be reviewed by the Board of Directors at each regular Board Meeting and each time the emergency can either be declared to be continued or to be terminated.

On December 6, 2018, the Board of Directors approved Resolution No. 605 to continue the local emergency for the replacement/repairs needed at Camarillo Grove Park.

ANALYSIS

After staff undertook an assessment of the damage to the park, a call out was posted on social media asking for volunteers to help with the cleanup. Between staff and volunteers, clearing dead/burned trees and vegetation has started, including the placement of sandbags on the trail to help prevent erosion in the event of future rain storms. West Coast Arborist has assessed the trees and a total of 90 to 100 trees need to be trimmed and 22 trees need to be removed.

The General Manager, Park Services Manager and Administrative Services Manager met with CAPRI insurance and McLarens Insurance the week of November 26, 2018 to assess the damage and coverage regarding the claim.

FISCAL IMPACT

No fiscal impact with this action.

RECOMMENDATION

It is recommended the Board approve Resolution No. 609 declaring the continuation of the local emergency that was declared on November 16, 2018 in order to allow staff to start/complete necessary repairs and/or maintenance to Camarillo Grove Park which sustained significant damage during the Hill Fire on November 8, 2018.

ATTACHMENTS

- 1) Resolution No. 609 (2 pages)

RESOLUTION NO. 609

A RESOLUTION OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT DECLARING THAT LOCAL EMERGENCY (2018 HILL FIRE) CONDITIONS REMAIN AND DIRECTING THAT THE WORK NECESSARY TO MAKE REPAIRS AT CAMARILLO GROVE PARK WITHOUT NOTICE FOR BIDS CONTINUE PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050

WHEREAS, at a special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District conducted on Friday, November 16, 2018, the Board of Directors adopted Resolution No. 603 to authorize emergency repairs to Camarillo Grove Park without notice for bids pursuant to California Public Contract Code Sections 1102, 20168, and 22050; and

WHEREAS, the spread of the Hill fire to Camarillo Grove Park caused destruction which created an emergency which requires immediate repairs to prevent flooding and landslides when the winter rains start and does not permit the District the minimum three-month delay which would result from the District undertaking a competitive solicitation for bids for this repair work; and

WHEREAS, the Board of Directors has heard a report from District staff on the status of the repairs to Camarillo Grove Park, which report justifies why the emergency will not permit the delay which would result from seeking competitive bids and why the immediate repair of the park is necessary to respond to the emergency; and

WHEREAS, pursuant to Public Contract Code section 22050(c), the Board of Directors has reviewed the District's emergency action to determine whether there is a need to continue the emergency repairs without giving notice for bids to award a contract for this repair work.

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

Section 1. The Recitals above are true and correct and hereby incorporated by reference as if fully set forth herein.

Section 2. That the Board of Directors finds, by at least a four-fifths vote, that the facts set forth above and the report from District staff demonstrate that the emergency condition remains and that such emergency condition does not permit the delays which would result from a competitive solicitation for bids as the immediate repair of Camarillo Grove Park remains necessary to respond to the emergency conditions.

Section 3. That the General Manager and Administrative Services Manager are hereby authorized to execute applications and are hereby granted the authority to undertake or order such actions as they deem necessary to cause the needed repairs to Camarillo Grove Park to be made. The General Manager is authorized to execute a contract for the needed work with a qualified contractor for its immediate acceptance and the commencement of performance thereunder.

SECTION 4. The General Manager shall cause a further report on the status of this emergency work to be agendized at each Board meeting until after the repair work has been completed or this Board finds that the emergency conditions have ceased to be present. [Note: the State of emergency must be reviewed at regularly scheduled meetings until terminated.]

This resolution was adopted on January 2, 2019.

Ayes:

Noes:

Absent:

Robert Kelley, Chairman, PVRPD Board of Directors

ATTESTED:

Neal Dixon, Secretary, PVRPD Board of Directors

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Anthony Miller, Administrative Analyst

DATE: January 2, 2019

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 610 FINDING THAT IT IS REASONABLY FORESEEABLE THAT INHABITANTS OF THE AMLI SPANISH HILLS SUBDIVISION WILL USE THE PROPOSED UPGRADES AT NANCY BUSH PARK

SUMMARY

The Pleasant Valley Recreation and Park District has planned for the installation of new picnic areas at Nancy Bush Park. This involves funding the project through Quimby fee revenue. In order to use Quimby fees, the Board must find that it is reasonably foreseeable that the residents of the subdivision which paid the fees will use the proposed facilities. Staff has determined through research into population data and available facilities in other locations that it is likely that residents of the AMLI Spanish Hills subdivision located at 668 Spring Oak Road will be served by the proposed facilities. Staff is recommending that the Board make a motion to pass Resolution No. 610, which supports the staff finding that it is reasonably foreseeable that residents of the AMLI Spanish Hills subdivision will use the proposed facilities.

BACKGROUND

On July 31, 2014, the District received \$615,709.00 in Park In-Lieu (Quimby) Fees for the construction of 384 units by AMLI Spanish Hills at 668 Spring Oak Road. These Quimby fees were paid to the District to facilitate the construction of park improvements or parkland acquisition which would serve the subdivision. The Park In-Lieu Fee ordinance that has been approved by the City of Camarillo specifies in accordance with California Government Code §66477 that the neighborhood which Quimby fees may be expended within is defined as the City of Camarillo's Sphere of Influence (SOI).

Nancy Bush Park provides space for picnics, dog walking, recreational walking, pavilion rentals, and District programming. Further park facilities include playground equipment for children aged 2-12, public restrooms, and a large amount of open space with first-come-first-served picnic tables. Additionally on July 5, 2018, the Board of Directors approved the budget for Fund 30, which is comprised exclusively of Quimby fee revenues and identified the Nancy Bush Picnic Areas project as an item to be funded from Fund 30 in the amount of \$45,600.

ANALYSIS

Through the powers granted to the City of Camarillo by California Government Code §66477, the City has established a Park Land Dedication Ordinance (Chapter 18.20, Sections .010 through .120) which specifies that a developer must plan for at least 217.8 square feet of park space for each person anticipated to be living in a development. This requirement applies to all residential subdivisions containing more than five parcels. In-lieu of park space, the City may levy a fee to be paid to the Park District for the District to develop park facilities which will serve the subdivision.

The use of Quimby fee revenue is restricted to park land purchase, new facility construction, existing facility expansion and improvement, and enhancing existing park land. Fee expenditures are further restricted to within the subdivision which paid the fees. However, the District may expend the fees in an area outside of the subdivision if the subdivision is considered served by at least five acres per 1,000 residents (a standard set by the City) and the fees will be spent in a neighborhood served by less than five acres per 1,000 residents. The City has established that the specified radius and “neighborhood” which the District must spend the fees within includes all areas within the City’s Sphere of Influence. Using the 2010 census and current park acreage, the District does not serve any subdivision within the SOI with five acres per 1,000 residents (it currently stands at approximately 3.93 ac/1,000 residents). This effectively allows the District the liberty to expend the fees at any park within the City’s Sphere of Influence if the District can provide evidence that it is reasonably foreseeable that inhabitants from the fee-paying subdivision will use the new facilities in question.

In order to prove a connection, staff focused on the number of residents in the subdivision and the proximity of similar facilities. Assuming the subdivision will house 2.69 individuals per unit, the subdivision will house approximately 1,033 residents. Staff performed research into closer park facilities that may also serve this subdivision. The only park that is closer in proximity than Nancy Bush Park is Mel Vincent Park. In comparison, Nancy Bush Park can serve larger parties due to its reservable open space and combined picnic space while Mel Vincent Park only has a 40-person capacity pavilion. Additionally, Nancy Bush Park is well shaded, has a restroom and includes walking paths not available at Mel Vincent Park. These factors in combination create a reasonable expectation that inhabitants of the AMLI Spanish Hills Development will use the planned picnic facilities.

Staff also determined that further research into the reservation data of both parks, as well as information regarding the various District programming options available at both parks may connect Nancy Bush to AMLI even further. Nancy Bush Park’s picnic spaces and open space have been reserved 309 times since January 1, 2013. This is only a fraction of the usage the park sees when including non-reserved passive use. In comparison, while Mel Vincent Park is much newer than Nancy Bush Park, it is apparently not as well established as a reservable park, as it has only been reserved 13 times since its opening in 2017. In a side-by-side comparison, it is reasonable to assume that due to the convenient location, restrooms, walking paths, reservable open space, and facility availability, that the proposed picnic areas will serve all individuals who use the park including the inhabitants of the AMLI Spanish Hills subdivision.

Staff completed additional research into the legal aspects of expending Quimby fees and found that while there were many cases involving the levying of fees, there were few cases which disputed the actual expenditure of fees. One situation (the case was settled out of court) involved

the expenditure of Quimby fees at the county level and did not involve fees being spent within the same city limits they were raised within, a situation that does not apply in this case. Staff determined that the “reasonably foreseeable” standard is in practice being applied on a case by case basis and believes that the evidence provided offers solid ground for a finding by the District Board.

FISCAL IMPACT

There is no fiscal impact from this action. However, this action does permit the District to begin spending funds allocated from Fund 30 on this project.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 610, finding that it is reasonably foreseeable that the residents of the AMLI Spanish Hills subdivision located at 668 Spring Oak Road will be served by the proposed facilities at Nancy Bush Park.

ATTACHMENT

- 1) Resolution No. 610 (1 page)

RESOLUTION NO. 610

**A RESOLUTION OF PLEASANT VALLEY RECREATION AND PARK DISTRICT
FINDING THAT IT IS REASONABLY FORESEEABLE THAT INHABITANTS OF
THE AMLI SPANISH HILLS SUBDIVISION AT 668 SPRING OAK ROAD WILL BE
SERVED BY THE PROPOSED FACILITY IMPROVEMENTS
AT NANCY BUSH PARK**

WHEREAS, Pleasant Valley Recreation and Park District [District] is the Government entity responsible for providing park facilities within its boundaries which encompass the City of Camarillo, and

WHEREAS, the City of Camarillo has established a Park Land in-Lieu [Quimby] Fee based upon the provisions contained in the California Government Code §66477, and

WHEREAS, AMLI has paid a Park Land In-Lieu Fee in the amount of \$615,709.00 for the subdivision located at 668 Spring Oak Road, and

WHEREAS, the District held a Public Hearing on July 5, 2018 approving the proposed usage of Quimby fees for this project, and

WHEREAS, Staff has presented evidence which establishes a reasonable expectation that subdivision residents will be served by the proposed facilities.

NOW THEREFORE BE IT RESOLVED by the *Pleasant Valley Recreation and Park District* as follows:

The District finds that it is reasonably foreseeable that inhabitants of AMLI's subdivision at 668 Spring Oak Road will be served by these facilities and therefore directs Staff to expend AMLI's 668 Spring Oak Road subdivision Quimby fees for developing the proposed picnic area improvements at Nancy Bush Park.

This resolution was adopted on January 2, 2019.

Ayes:

Noes:

Absent:

Robert Kelley, Chairman, PVRPD Board of Directors

ATTESTED:

Neal Dixon, Secretary, PVRPD Board of Directors

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Anthony Miller, Administrative Analyst

DATE: January 2, 2019

**SUBJECT: REVIEW AND APPROVAL OF SURPLUS SUPPLIES
AND EQUIPMENT LIST**

RECOMMENDATION

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

BACKGROUND

On April 4, 2018, Pleasant Valley Recreation and Park District adopted a surplus property disposal policy which outlines how the District disposes of surplus equipment and office supplies.

ANALYSIS

Special districts such as PVRPD are not required to maintain a surplus property disposal policy. However, due to recent events within the District such as the office redesign, upgraded IT infrastructure and other capital projects, it has been determined that there is a need to uniformly dispose of surplus personal property owned by the District. In accordance with the Surplus District Property Disposal Policy approved on April 4, 2018, staff has compiled the attached list for board review.

FISCAL IMPACT

There is a possible minor positive fiscal impact from this action upon sale of the surplus supplies and equipment.

RECOMMENDATION

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

ATTACHMENTS

- 1) Surplus Supplies and Equipment List (1 page)

If Board Approved All Supplies Disposed of by End of Month Unless Otherwise Noted



Pleasant Valley Recreation and Park District Surplus Supplies and Equipment List

Equipment	Model	Serial #	Does it work? Y/N	Condition	Date Acquired	Est. Value	Disposed On	Means
ACCO Low Back Chair	Passport	N/A	Y	Poor	1991	N/A		
4x True Innovations Mesh Mid-Back Task Chair	20497	N/A	Y	Poor	2011	N/A		
2x Haworth Low Back Chair	C531-104J	N/A	Y	Fair	1990	N/A		

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Eric L. Storrie, Recreation Services Manager

DATE: January 2, 2019

**SUBJECT: CONSIDERATION AND DIRECTION REGARDING A
PARTNERSHIP WITH THE CITY OF CAMARILLO TO
PRODUCE CONCERTS IN THE PARK**

SUMMARY

The City of Camarillo would like to explore the opportunity to co-produce the 2019 Concerts in the Park. As of December 2018, the Camarillo Arts Council informed the City of Camarillo it would no longer be able to produce the Concerts in the Park series or the two movies in the park.

BACKGROUND

The Camarillo Arts Council (“CAC”), a 501(c)3, has produced the summer Concerts in the Park (“CITP”) at Constitution Park for over 35 years. As a partnership between the CAC and the City of Camarillo (“City”), the City contributes \$50,000 cash and another \$19,191 of in-kind support to produce this event. In 2018, the CAC produced seven (7) concerts and two (2) movies as part of the series, for a combined event expense of \$117,191. Of that total, the City’s financial support covered:

City Funding

- Sound (\$20,100)
- Ambrosia (band) (\$17,500)
- Lighting (\$11,300)
- Private Security (\$2,940)
- Movie Rights (\$2,103)

City In-Kind

- Police Staffing (\$3,002)
- City Staff (\$11,562)
- Portables & Fencing (\$4,627)

Additionally, the CAC contributed \$48,000 for additional talent, hospitality, insurance, marketing, and additional private security. The CAC paid for these additional expenses through sponsorships, grants, donations, membership fees, and “passing the hat” during events. As of December 2018, the CAC has informed the City of Camarillo it will no longer produce the CITP event, starting in 2019. City Council met on December 12 to discuss the Concert Series in the Park during the work study session. At that time the City proposed exploring a partnership with the Pleasant Valley Recreation and Park District (“District”) to co-produce the event in 2019.

DISCUSSION

While staff recognizes this event was supported monetarily by both the City and Camarillo Arts Council, staff also recognizes the importance of this event to the community. District staff have been working with the City Manager, Mr. Dave Norman, on the full scope of exploring a partnership. If the Board were to give direction to staff to explore or enter into an agreement with the City of Camarillo for the Summer Arts Series, the following items will be further refined: program responsibilities, determine financial responsibilities, identify community partners, finalize the number of concerts and the specific operations, insurance/liability, and entering into an agreement with the City of Camarillo.

The City is currently proposing to leave the funding agreement at \$50,000 cash plus \$8,241 for in-kind services (police, portables, fencing) for a 4-part Concerts in the Park event. This financial consideration would cover:

City Funding (estimated)

-Sound (\$11,600)

-Bands (\$14,000)

-Lighting (\$6,400)

-Private Security. The District proposes working within its current contract with Dial Security for these services. The District estimates these expenses at \$2,400 based on increased staffing levels and hours. This amount is factored into staffing expenses analyzed by District staff.

The remaining \$18,000 is allocated for PVRPD staffing, hospitality expenses, marketing, insurance (if applicable), and any other miscellaneous/unforeseen event expenses.

District staff have begun to analyze the following items related to the production of this event:

1. Ability to produce and manage the event. Current staffing levels and experience, as well as special event workloads during June-September, lend the ability for the District to produce this event without significant detriment to District programming, service levels, or staff burnout based on one concert a month.
2. Expenses. For a 4-part CITP event, it is estimated to cost the District \$14,688 (or \$3,672 per event) in staffing expenses (event management, operations, security, and marketing). This would leave \$3,312 of the \$18,000 in City of Camarillo funding available for miscellaneous/unforeseen event expenses.
3. Insurance. The District is working with the California Association for Park & Recreation Indemnity (CAPRI) regarding insurance requirements and risk management best-practices for this event as alcohol has typically been present (brought by event attendees). Currently, the City has a Social Host Ordinance ("SHO"). The event will have a police presence as well as additional uniformed security, and both agencies seek to "act with reasonable care" regarding monitoring of the event to ensure that public safety is paramount. CAPRI believes

the District would not be negligent nor liable for liability claims resulting for any guests' consumption of alcohol on the event grounds.

4. Marketing and rebranding. If the Board of Directors gives direction to explore a partnership, District staff will take the lead on marketing options and rebranding of the CITP to represent being presented by both agencies.

STAFF RECOMMENDATION

It is recommended the Board of Directors give staff direction on working with the City of Camarillo to refine the program budget to include contingency, determine programming and event permitting and responsibilities, determine financial responsibilities, develop marketing collateral, and draft a funding agreement for the 2019 Concerts in the Park event.

ATTACHMENT

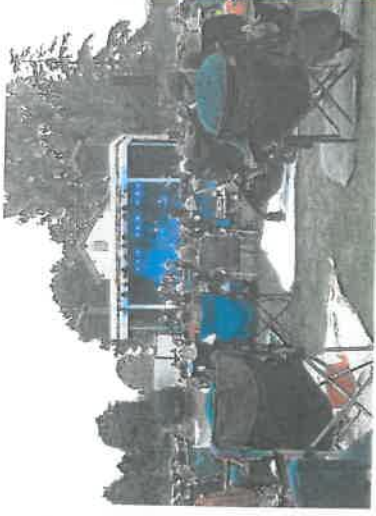
- 1) City CITP Discussion Outline (11 pages)

SUMMER CONCERTS

12.12.18 STUDY SESSION

OPTIONS & OPPORTUNITIES

HISTORY



- Concerts in the Park has been produced by the Camarillo Arts Council at Constitution Park since it began over 35 years ago.
- City has supported with cash and in-kind support.
- Cash support has grown to \$50,000/yr: beginning in 2016
- Staff and in-kind support grew to \$19,191 in 2018
- Last year's season of 7 concerts and 2 movies cost a total of \$117,191 to produce. City paid 59% of the costs to produce the season.
- CAC has informed the City that they will no longer produce the Concerts starting 2019

“LOTS OF CITIES RUN SUMMER CONCERT PROGRAMS”

- **Maybe, if they have a Park & Rec Department!**
- Thousand Oaks – Conejo Rec & Park District – City pays for one concert
- Simi Valley – Rancho Simi Parks & Rec District – City makes no contribution
- Moorpark – No concert program
- Fillmore – No concert program
- Santa Paula – No concert program
- Ojai – Contracts promoter for ticketed concerts at Libby Bowl. Promoter pays the City!
- Ventura – City Park & Rec at Reyes Adobe - \$20/ticket, no free seating
- Oxnard – City Cultural and Com Serv partners with Downtown Merchants Association– Heritage Square – Free non-reserved seating available, \$7/ticket reserved seating
- Port Hueneme – No concert program. Used to have a weekend Beach Festival.

WHAT THE CITY PAID FOR IN 2018

- The City's \$50,000 Cash was Used by CAC to Pay for:

Sound equipment and services (concerts only)	\$20,100
Booking the band Ambrosia	17,500
Stage Lighting (concerts only)	11,300
Private Security (3 officers/4 hrs/concerts only)	2,940 (part)
Movie Rental (2)	<u>2,103 (part)</u>
	\$50,000 (\$53,943 total)

- The City also **Directly Provided:**

Porta-Potties and Safety Lighting, Fencing, Storage Container moving	\$4,627
Additional Police Department support	3,002
Staff Time (Lighting tower, movie screen, curtains, some electrical)	11,562
Trash dumpster service (free from Harrison through City contract)	<u>\$0</u>
	\$19,191
Total	\$69,191

WHAT THE CAC PAID FOR IN 2018

- The **CAC** paid approximately **\$48,000** for:
 - Booking 5 tribute/cover bands and the Channel Islands Orchestra
 - Hospitality for traveling bands, "Green Room" expenses
 - Part of cost of private security and movie rental
 - Insurance
 - Publicity, concert programs
 - Misc./Other
- The CAC's funding for their portion of the costs came from:
 - Sponsorships
 - Pass-the-Hat
 - \$5,000 Meadowlark Grant**
 - Donations
 - Memberships

THINGS TO MANAGE

- **Booking Bands** – Who makes the decision on the types of acts booked?
 - Musical diversity
 - Real bands vs. Tribute/Cover bands
 - Regional vs. “Vegas”
 - Crowdsourcing
- **Booking Food Trucks and Other Food Vendors**
- **Blanket and Chair Placement**
 - Thursday 5:00 PM placement requires staffing, overnight security
 - Why can't people just show up on Saturday with their stuff?
- **Access to City Hall for “Green Room”**
 - Staffing needed to control access to City Hall by the public and volunteers
 - Option: Install new controlled access doors in the back of City Hall allowing access to Green Room and bathrooms only.

MORE THINGS TO MANAGE

- **Staffing During Event**
 - Security; PD
 - MC; Band/Technical/Crowd Support
- **Clean-up After Event:**
 - Lots of volunteers/staff needed to pick-up trash at:
 - Park and City Hall
 - Latter Day Saints parking lot
 - Community Center Parking lot
 - Can sometimes take 3 hours or more

DECISIONS, DECISIONS

- **Who Will Organize and Run the Concert Series?**
 - Lots of promoters available to book bands
 - Lack of organizations with financial and people resources to organize and produce the Concerts
- **How Many Concerts During the Summer?**
 - Currently 7
 - Other Summer events (Fiesta, July 4th)
- **How Much Money is City Willing to Spend?**
 - Currently \$50,000 cash + \$19,191 in-kind and staffing expenses for 7 concerts and two movies
 - Another \$48,000 was needed from CAC to produce the full Season using volunteer labor

RECOMMENDATION

- Do Concerts only; PVRPD already does movies
- Explore a partnership with PVRPD to co-produce a Summer Concert Series. Preliminary staff discussions and budgets indicate feasibility.
- Continue to use \$50,000 cash plus City-paid in-kind and staffing costs in partnership with PVRPD to produce Concerts
- Reduce the number of Concerts for the first year to 4 (one per month, late June-September)
 - Based on 2018 expenses, City's \$50,000 would cover the major cash costs for 4 concerts, not including City-paid in-kind expenses and staffing costs:

• Bands – 4 x \$3,500 (est.) ea.	\$14,000
• Sound – 4 x \$2,900 ea.	\$11,600
• Lighting – 4 x \$1,600 ea.	\$6,400
• Private Security – 4 x \$420 ea.	\$1,680
	\$33,680

• Leaves PVRPD \$16,320 Cash for:

- Staffing/Volunteer organizing expenses
- Hospitality, "Green Room" expenses
- Event Insurance (if needed)
- Publicity, concert programs
- Misc./Other

City Staffing and in-kind for 4 concerts is estimated to be \$8,241, down from \$19,191 for 7 concerts and 2 movies. The difference (\$10,950) can be also be used to pay for expenses.

For 5 Concerts the Ratio is \$42,100/\$7,900

NEXT STEPS

- If Council gives direction to work with PVRPD, then:
 - Staff would work with PVRPD General Manager to refine program budget
 - Seek PVRPD Board approval to partner with City (January 2nd)
 - Draft and Approve a Funding Agreement for Concert Series
 - Determine program responsibilities of both parties
 - Determine financial responsibilities of both parties
 - Council/PVRPD Determine Blanket/Chair Policy

MORE NEXT STEPS

- Get to work!
 - Schedule concerts and coordinate with other community events
 - Crowdsourcing community musical genre preferences
 - Book bands based on community feedback
 - Book lighting, sound, security, porta-potties; food trucks/vendors; Green Room catering
 - Prepare and distribute marketing and advertising materials
- Hold First Concert for 2019!

**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: January 2, 2019

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD
FOR FREEDOM PARK BASEBALL FIELDS PROJECT
TO ARDALAN CONSTRUCTION COMPANY**

SUMMARY

The Pleasant Valley Recreation and Park District Board approved a master plan for Freedom Park in 2009. As part of the 2018 budgeting process the Board identified the Freedom Baseball Fields Phase II Project as an item to be funded from Quimby fees. Staff had been working with Jordan, Gilbert & Bain Landscape Architects to revise drawings for construction plan documents and soliciting bids for Phase II. At this time staff is bringing back the bid award for the Phase II portion of the Freedom Park Plan. Staff will be asking the Board to approve and authorize the bid award to Ardalan Construction Company.

BACKGROUND

In early 2009 the Board of Directors created the Freedom Park Master Plan Ad Hoc Committee to work with staff on the development of the park master plan. The purpose of the master plan was to develop a baseball complex suitable for the existing Pony Baseball program. At the February 3, 2010 Board meeting, the Board approved and adopted the Freedom Park Master Plan. That action completed the conceptual design process. Jordan, Gilbert & Bain Landscape Architects Inc. has been an integral part of the design and implementation process of the Freedom Park Baseball Complex. At the June 2, 2010 Board meeting, the Board approved a professional service agreement with Jordan, Gilbert & Bain Landscape Architects Inc. for the original development of the construction plan bid documents.

As part of the 2017-2018 budget process the Board approved an initial amount of \$10,000 to review and update the next phase of the Freedom Park Master Plan. Camarillo Pony Baseball Association (CPBA) continued their partnership with the District by adding \$8,000 to the design phase of this project due to the increase cost of \$23,775. At the January 3, 2018 Board meeting, the Board approved a professional services agreement with Jordan, Gilbert & Bain Landscape Architects to revise the drawings for construction plan documents to include two additional baseball fields located at the west end of the Freedom Park Complex.

At the September 6, 2018 Board meeting, the Board approved the plans and specifications for the next phase of the Freedom Park Master Plan and initiated the public bidding process.

At the November 7, 2018 Board meeting, staff asked the Board to reject all bids to this project and to re-bid the project with the intent to add clear verbiage for the lighting section. Unfortunately, there was some confusion during the bid process as it related to lighting requirements.

ANALYSIS

Specifically, the project will encompass the west portion of Freedom Park. In addition to the large field (Veteran's Field) already there, two smaller fields (Mustang and Pinto) will be built on the far west side of the park. The drawings will also include all the ball field fencing, backstops, walkways, and ball field amenities. The irrigation will be updated to coincide with the installation of the current main line servicing the park.

Currently, the Camarillo Pony Baseball Association (CPBA) uses two sites for their practices and games - Freedom Park which is owned by Pleasant Valley Recreation and Park District and Los Altos School which is owned by Pleasant Valley School District (PVSD). The Los Altos site had eight baseball fields, however two of the fields have been either removed or are currently being used by PVSD because of school facility changes. Currently, the District is not sure of the long-term status of these fields due to the school district's changing needs and requirements. The PVRPD Freedom Park Master Plan will help alleviate some of the concerns as the District builds two more fields. The new fields to be built are 1) a Pinto (U8) field and 2) a dual field for Mustang and Pinto (U10 & U8).

As part of the updated Request for Proposals (RFP), staff added additional verbiage to the RFP to ensure contractors met specific experience requirements. The specific qualifications were: need at least five (5) completed baseball fields individually or all within a single park, or five (5) new public park installations greater than two (2) acres in size or a combination of both. Additionally, staff issued an addendum to remove Musco Lighting from the RFP and engage in a separate contract to perform a scope of work to include lighting.

Staff held a mandatory job walk on November 30, 2018. Nine general contractors attended the job walk, six general contractors submitted bids and one withdrew their bid due to technical errors; all bids were due at 2:00 pm on December 14, 2018 in sealed envelopes. The bids ranged from \$753,827 to \$1,070,000. Three of the nine general contractors didn't satisfy the requirements per the Request for Proposal (RFP) bid specifications and the lowest bidder has withdrawn their bid.

The engineers' estimate for the total project is nine hundred ninety-nine thousand eight hundred and thirty-three dollars (\$999,833.00) to include Musco lighting.

FISCAL IMPACT

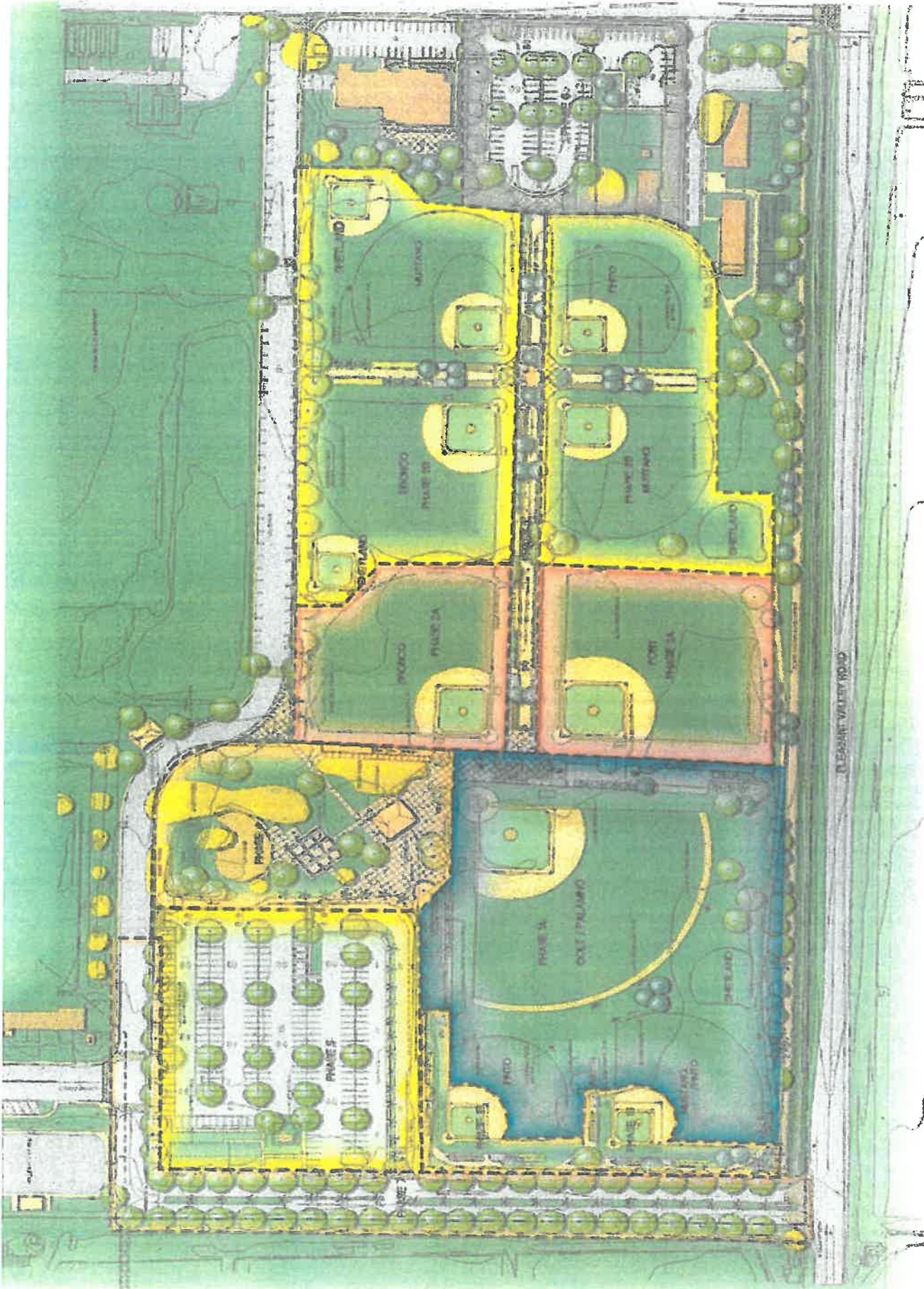
At the November 7, 2018 Board meeting, the Board approved by a vote of 5-0 for staff to do a budget adjustment in the amount of \$1,100,000 in Fund 30 (Quimby) for the Freedom Park baseball field phase II project. The Ardalan expense of \$865,260 is made up of \$786,600 for the project and with a 10% contingency of \$78,660.

RECOMMENDATION

It is recommended the Board of Directors approve and authorize the General Manager to award and execute a contract with Ardalan Construction Company, Inc for the Freedom Park Baseball Fields Project in the amount of \$786,600 and execute contract change orders for project contingencies in an additional amount not-to-exceed \$78,660 for a total authorized expenditure of \$865,260.

ATTACHMENT

- 1) Location Map (1 page)
- 2) Job Qualifications (1 page)
- 3) Bid Abstract (1 page)
- 4) Contract (82 pages)



2
FREEDOM PARK - SOUTH SECTION

JORDAN, GILBEF
LANDSCAPE ARCHITECTS
200 S. 10TH ST. SUITE 100
DENVER, CO 80202

Qualifications/Requirements Categories	Proposal #1		Proposal #2		Proposal #3		Proposal #4		Proposal #5		Proposal #6	
	Environmental	Enviromental	Ardalan Constr	Hughes Engineering	United Constr	Union Engineering	Pacific Tennis Courts					
Current California Contractor License	Yes	Yes	Yes	Yes	Yes	Yes	Yes					
Classifications	A,B,C-10,C-27,HAZ,	Class A, B	Class A	Class A,B,C-12,C-27	Class A, C-27	Class A, B, C8	Class A, B, C8					
Sub-Contractor Qualifications		C-27	C-27			No	No					
Workers Compensation	Yes	Yes	Yes	Yes	Yes	Yes	Yes					
Contractor's Bond	Yes	Yes	Yes	Yes	Yes	Yes	Yes					
Insurance	Yes	Yes	Yes	Yes	Yes	Yes	Yes					
References	Excellent	Excellent	Excellent	Excellent	Excellent	Excellent	Excellent					
Location	Woodland Hills	Thousand Oaks	Camarillo	Northridge	Ventura	Moorpark	Moorpark					
Cost	\$753,827	\$786,600	\$827,250	\$843,745	\$916,500	\$1,070,000	\$1,070,000					
	WITHDRAWN BID											

Pleasant Valley Recreation and Park District

January 2, 2019
Bob Cerasuolo

FREEDOM PARK BASEBALL FIELDS

		1		2		3		4		5		6	
		Environmental Construction	Ardalan Construction	Hughes Engineering	United Construction	Union Engineering	Pacific Tennis Courts						
Company:													
Phone Number:	818 449-8920	818 449-8920	805 496-7273	805 642-7700	818 919-1923	(805) 644-3373	1 (818) 991-7445						
Fax Number:	818 805-3558	818 805-3558	805 496-7310	805 742-7711	818 988-9707	(805) 644-3380	1 (818) 7061951						
City:	Woodland Hills	Woodland Hills	Thousand Oaks	Camarillo	Northridge	Ventura	Moorpark						
Quoted By:	Fatih Soroudi	Fatih Soroudi	Mozafar Ardalan	Jeff Hughes	Indika Jayaratna	Carly Ford	Phil Carter						
FREEDOM PARK BASEBALL FIELDS													
Grading		YES											
Concrete Sidewalks		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Permanent Hooded Backstops		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Electrical (General)		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Chain Link Fences		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Irrigation System		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Landscape Planting and Maintenance		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bid Alternates (3)		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Built Parks or Baseball Fields in last 5 years		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
		WITHDRAWN BID											
Subtotal													
Labor													
Materials													
Permits/ Inspections													
Other:													
Total Cost Lump Sum Bid Amount		\$753,927.00	\$786,800	\$827,250.00	\$843,745	\$916,500	\$1,070,000						

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

FREEDOM BASEBALL FIELDS PHASE II PROJECT

FISCAL YEAR 2018-2019

SPEC NO. FB-P2-2

BID OPENING: November 15, 2018, AT 10:00 A.M.

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

FREEDOM BASEBALL FIELDS PHASE II PROJECT

SPEC NO. FB-P2-2

FISCAL YEAR 2018-2019

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

PLEASANT VALLEY RECREATION & PARK DISTRICT
FREEDOM BASEBALL FIELDS PHASE II PROJECT

SPEC NO. FB-P2-2

FISCAL YEAR 2018-2019

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

FOR THE

**FREEDOM BASEBALL FIELDS PHASE II PROJECT
SPEC NO. FB-P2-2**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, up to the hour of 2:00 pm on December 10, 2018 at which time they will be publicly opened and read aloud in the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, for performing the following work:

**FREEDOM BASEBALL FIELDS PHASE II PROJECT
SPEC NO. FB-P2-2**

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

The words “**FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC. NO. FB-P2-2**” shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **Monday, November 30, 2018, at 10:00 A.M., at the project site, 275 E. Pleasant Valley Road, Camarillo, CA 93012.**

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said **FREEDOM BASEBALL FIELDS PHASE II PROJECT**. The work will take place at 275 E. Pleasant Valley Road, Camarillo, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **FREEDOM BASEBALL FIELDS PHASE II PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

TIME LINE FOR THE PROJECT:

Notice to Bid	November 15 & November 21, 2018
Job Walk	November 30, 2018 10:00 A.M
All Questions in by	December 5, 2018 12:00 P.M
Bids Due	December 10, 2018 2:00 P.M
Bid Award	December 12, 2018
Start Date	February 4, 2019
Finish Date	May 15, 2019
Rain Days will be reviewed	
90 day Maintenance Period	

THE PROJECT MANAGER'S ESTIMATE FOR THIS FREEDOM BASEBALL FIELDS PHASE II PROJECT IS: \$999,833.

COMPLETION OF WORK: All work to be done under this contract shall be completed within **Ninety (90) consecutive working days, exclusive of a 90-day maintenance period**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

LIQUIDATED DAMAGES: Liquidated damages of \$250/day will apply to this FREEDOM BASEBALL FIELDS PHASE II PROJECT. See Special Provisions for detailed information on liquidated damages.

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/Parks/Capital>. Paper copies are also available at: Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-5396, upon payment of a \$75.00 non-refundable fee if picked up, or payment of a \$100.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

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

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

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

subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

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

RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "A" and "C-27" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

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

BID REGISTRATION: Only registered plan holders will be permitted to submit a bid for the FREEDOM BASEBALL FIELDS PHASE II PROJECT. To register to bid on this project, email the Parks Services Manager at bobc@pvrpd.org 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2.**

BID QUESTIONS: All bid questions shall be submitted by email to both the Parks Services Manager at bobc@pvrpd.org and Architect Jay Bain at john@jordan-gilbert.com no later than **December 5th**, at **12 pm** for the benefit of all proposed bidders; in advance of bid date for a response.

INSTRUCTIONS TO BIDDERS

BID REGISTRATION: Only registered plan holders will be permitted to submit a bid for the FREEDOM BASEBALL FIELDS PHASE II PROJECT. To register to bid on this project, email Bob Cerasuolo, Park Services Manager, at bobc@pvrpd.org least 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2.**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2.** All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

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

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

DISCREPANCIES IN BIDS: In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a

unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

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

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

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

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

subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

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

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

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

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

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

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

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

requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property

damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

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

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

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

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

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

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

Other provisions or requirements

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

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents,

representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory

evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

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

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

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

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

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

FREEDOM BASEBALL FIELDS PHASE II PROJECT

SPEC NO. FB-P2-2

FISCAL YEAR 2018-2019

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
FREEDOM BASEBALL FIELDS PHASE II PROJECT

SPEC NO. FB-P2-2

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as "**FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2**" which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2015 Edition):

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "**FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2**", for the sum set forth in the following schedule:

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

**PLEASANT VALLEY RECREATION & PARK DISTRICT
FREEDOM BASEBALL FIELDS PHASE II PROJECT
SPEC NO. FB-P2-2**

BID SCHEDULE

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Compliance with NPDES					
2.	Mobilization					
3.	Bid Alternate					
4.	Concrete Paving					
5.	Common Work Results for Electrical					
6.	Low Voltage Electrical Power Conductors and Cables					
7.	Grounding and Bonding					
8.	Raceways and Boxes					
9.	Underground Ducts and Raceways for Electrical System					
10.	Low Voltage Transformers					
11.	Panelboards					
12.	Wiring Devices					
13.	Field Lights					
14.	Baseball Field Construction and Miscellaneous					
15.	Chain Link Fences					

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.	Permanent Hooded Backstop					
17.	Irrigation System					
18.	Landscape Planting and Maintenance					
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						

The grand totals submitted are subject to verification. Grand Total of Lump Sums will be verified and if any discrepancy is found, the verified grand total lump sums will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED _____ AT _____

COMPANY NAME _____

SIGNATURE _____ TITLE _____
(Sole Owner, Partner, Corporate Officer) *

*Person signing must be listed on records of Contractors State License Board or authorized company signatory.

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

- (1) Address: _____
- (2) Telephone: _____
- (3) Type of Firm: _____
(Individual, Partnership, or Corporation)
- (4) Contractor's State License Classification _____ Expiration date _____
- (5) Corporate organized under the laws of the State of: _____
- (6) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (), Female (), Other (Specify) _____.
- (7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

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

(9) List at least five (5) completed Baseball Fields individually or all within a single park complex, or (5) new public park installations greater than 2 acres in size, or (5) park renovation projects greater than 2 acres in size, or a combination of all (3) categories completed in the last 7 years:

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

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

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

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

Date of Inspection: _____

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

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

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the FREEDOM BASEBALL FIELDS PHASE II PROJECT.

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

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

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

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

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

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

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

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

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

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

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

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

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

QUESTIONNAIRE

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

Yes _____ No _____

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

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

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

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

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

Contractor's State License Number and Classification

License Expiration Date

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

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

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

The undersigned declares:

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

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

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

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

AGREEMENT

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

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

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

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

ARTICLE III: All work to be done under this contract shall be completed within **Ninety (90) consecutive working days**, exclusive of a 90-day maintenance period, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Any changes in time and/or price are to be submitted to the District Project Manager, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

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

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

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

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

ARTICLE VIII: The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

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

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

Dated _____, 2018

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 2018

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2;**

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this__ day of_____, 2018

_____ **PRINCIPAL**

_____ **SURETY**

Address of Surety: _____

CITY STATE ZIP

TELEPHONE

BY: _____

(PRINCIPAL SEAL)

BY: _____

(PRINCIPAL SEAL)

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

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

FREEDOM BASEBALL FIELDS PHASE II PROJECT

SPEC NO. FB-P2-2

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

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

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

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

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

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

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

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

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

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

Labor Code Section 3700

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

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

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

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

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

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

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

APPRENTICESHIP REQUIREMENTS

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

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

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

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

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

NOTICE

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

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

LOCATION OF WORK: The work will take place at 275 E. Pleasant Valley Road, in Camarillo, California

STANDARD SPECIFICATIONS: The Standard Specifications of the District are contained in the 2015 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION WORKING HOURS: The Contractor's regular hours of work will be from 7:00 AM to 7:00 PM on all work days as defined in Section 6-7.2 (S.S.P.W.C.).

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT FREEDOM BASEBALL FIELDS PHASE II PROJECT

SPEC NO. FB-P2-2

FISCAL YEAR 2018-2019

1. GENERAL

A. THE REQUIREMENT: All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2015 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

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

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

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

C. SCOPE AND CONTROL OF THE WORK:

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

2.5 PLANS AND SPECIFICATIONS

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Project Manager. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Record Drawings:

2-5.4 Record Drawings.

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

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

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

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within 90 days(90) **consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

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

E. FINAL INVOICE AND PAYMENT:

(1) Whenever in the opinion of the Project Manager the Contractor shall have completely performed the contract on his or her part, the Project Manager shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Project Manager for approval a written statement of the final quantities of contract items

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

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

F. RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction.

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

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

I. UNPAID CLAIMS: If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

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

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

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

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

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

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

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

M. PAYMENTS: Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

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

(1) If, pursuant to court order, the District prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the District is prohibited from requiring the Contractor to perform all or any portion of the work, the District may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(3) If the final judgment in the action prohibits the District from requiring the Contractor to perform all or any portion of the work, the District will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

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

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

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

[2] Perform work the Project Manager deems necessary to secure the for termination.

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

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

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

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

[7] Dispose of materials not yet used in the work as directed by Project Manager. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

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

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

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

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

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Project Manager certifies that such materials have been stored in the manner and at the locations he or she has directed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. CHANGES IN WORK:

The following is hereby added to Section 3-3.2.3 Mark-up:

“Contractor shall only apply the following mark-up: Pursuant to subsections 3-3.2.3.1 Work by the Contractor and 3-3.2.3.2 Work by the Subcontractor the Contractor’s total mark-up is not to exceed 12%.

Q. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

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

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

If, in the opinion of the Project Manager, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will

attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Project Manager's request for correction within a reasonable time as determined by the Project Manager, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

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

4-1.4 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Project Manager may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

R. LIQUIDATED DAMAGES: Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the District, or the District may deduct from any payments due or to become due to Contractor, the sum of \$250.

Execution of the contract under these specifications shall constitute agreement by the District and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

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

T. UNDERGROUND SERVICE ALERT: Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

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

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

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

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

- (C) Payment of an amount that is disputed by the public entity.
- (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) “Public entity” shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed

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

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

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

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

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

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

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

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

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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

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

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

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

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date."

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

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

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

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

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

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

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

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

“20104.2. Claims; requirements; tort claims excluded

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

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

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

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

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

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

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

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

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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

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

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

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

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

If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

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

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

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

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

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

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

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

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

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

Y. DELAYS AND EXTENSIONS OF TIME

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

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

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

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

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

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

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

2. PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

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

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

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

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

therefore.

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

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

D. RELOCATION: The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

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

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the FREEDOM BASEBALL FIELDS PHASE II PROJECT, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

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

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

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

F. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

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

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

G. WATER POLLUTION: The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

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

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

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

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

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

J. CONSTRUCTION YARD: It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Project Manager and must be free of objectionable material. The Contractor must submit to the Project Manager for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time unless approved by the District. If the contractor is approved by the District to store equipment and/or material onsite the contractor will install and maintain a 6-foot fence around the Work Area for improved safety and security. The fence must be locked when personnel for contractor are not present. Signs shall be posted and maintained on each side of the perimeter of the fencing to warn the public of safety risks and prohibiting trespassing. If an offsite location is chosen and if such location is used, it shall be submitted in writing and approved by the District Project Manager. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

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

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

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

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

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

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

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

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

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

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

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Project Manager. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

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

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

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

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

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and

holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

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

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

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

TECHNICAL PROVISIONS

**PLEASANT VALLEY RECREATION & PARK DISTRICT
FREEDOM BASEBALL FIELDS PHASE II PROJECT
SPEC NO. FB-P2-2**

SECTION 01 24 00

**COMPLIANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION
SYSTEM (NPDES)**

- A. The Contractor shall comply with the NPDES Municipal Storm Water Permit by designing a plan/system of plans to prevent the discharge of pollutants into storm drains, channels or natural water courses. The "plan/system of plan" consist of setting forth control of excavation, grading, earth work construction including fills or embankments, and the control of grading site runoff, including erosion sediments and construction related pollutants.

The Contractor shall submit a site drawing with details, notes and related documents, prepared by an individual with the proper license and certification, that identify the measure taken to:

1. Control erosion and prevent sediment and construction and related pollutants from being carried off site by storm water.
2. Prevent non-storm water discharges from entering the storm drain system unless it is permitted.

END OF SECTION 01 24 00

SECTION 01 30 00

MOBILIZATION

A. General Requirements

Mobilization, demobilization, bonds, and insurance work shall include all preparatory and operations work necessary to provide for bonds, insurance, required permits and fees, submittals, shop drawings, project phasing, supervision, coordination and concurrent work with other contractors, meetings, preparing "as-built" plans or record drawings, movement of personnel, equipment, supplies, and incidentals to and from the project site; the establishment of all other facilities necessary for work on the project; for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items of work at the project site; and work and improvements called for or implied by the Contract Documents, which are not included in the other bid items but are required to complete the Work.

B. Measurement and Payment

Payment for mobilization, demobilization, bonds, and insurance shall be made at the contract lump sum price under the "Mobilization" Lump Sum price bid. This price shall be full compensation for the furnishing of all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

A 25% payment of the lump sum total will be paid with the first progress payment and the remaining 75% shall be paid incrementally over the life of the Contract where these subsequent payments will be based on the percentage of work completed to date.

END OF SECTION 01 30 00

SECTION 26 56 00

FIELD LIGHTS

PART 1 GENERAL

1.1 SECTION INCLUDES

Furnish all labor, materials and equipment required to remove two (2) existing field lights and install two (2) new field lights as indicated on the plans and specified in these Specifications.

1.2 SUBMITTALS

Submit all manufacturers, catalog cuts, installation instruction for the Musco poles, new pole top fitters, new lamps, ballast enclosure and all materials to complete the Work.

1.3 QUALITY ASSURANCE

Use only experienced, qualified Contractor with a track record of successfully installing field lights of this size.

1.4 RELATED SECTIONS

Comply with requirements of all electrical sections of these Specifications.

1.5 DELIVERY OF MATERIAL

Follow Musco Lighting instructions for delivery and handling of material.

1.6 MEASUREMENT AND PAYMENT

Measurement and payment for sports field lighting will be made as contract lump sum price bid and shall include full compensation for all items in the Contract Documents. Provide the lump sum price in the space provided on Bid Schedule of Work and prices.

PART 2 PRODUCTS

2.1 MANUFACTURTER

Musco Light-Structure™ system is the selected product for the field light pole and fixture. No known equals as this project requires the matching of existing field lights. Musco Sports Lighting; 3002 Dow Avenue, Suite 504, Tustin, CA 92780; Phone (949) 754-0503 x6111.

Musco Representative is Mike Marchetti.

2.2 FIELD LIGHT FIXTURE COMPONENTS

Field light fixture components shall be as manufactured by Musco Lighting. These include, but not limited to, new base, new pole, new pole top fitter, additional ballast and ballast enclosures, and new wire harness. Additional fixtures as specified.

2.3 EXISTING FIXTURES

- A. Remove existing fixtures from poles, store and secure for reinstallation on new poles.
- B. Additional fixtures must be purchased to make up a total of 3 fixtures for Pole A7 and a total of 3 Fixtures for Pole A8.

2.4 UL LISTING

All system components shall be UL Listed for the appropriate application.

2.5 BASE

Base (rock base) shall be crush rock base material.

PART 3 EXECUTION

3.1 REMOVAL OF EXISTING POLES

- A. Before demo of existing poles, carefully remove the light fixture and materials necessary for the new install. Verify with Musco required components for re-install.
- B. Remove poles from site, cut poles and concrete base so that the existing materials are a minimum of 18" below final finish grade.

3.2 GENERAL INSTALLATION REQUIREMENT

General Contractor must hire Musco Sports Lighting to install new light poles and light fixtures for this project as a subcontractor. Contact Mike Marchetti at Musco Sports Lighting; 3002 Dow Avenue, Suite 504, Tustin, CA 92780; Phone (949) 754-0503 x6111.

3.3 HIGH WATER TABLE

Be advised that water may be encountered when drilling foundation holes for the pole footings. See requirements in Section 03 30 00, paragraph E

PART 4 SUBCONTRACT WITH MUSCO LIGHTING

4.1 SUBCONTRACT REQUIREMENT

All bidders are required to subcontract with Musco Lighting for the completion of the Scope of Work described in Section 4.2, below. Musco Lighting shall be listed as a subcontractor on the form entitled "Information Required By Bidders." The Musco Lighting Scope of Work includes "Exclusions." Bidders are responsible for reviewing the Musco Lighting Scope of Work, including the "Exclusions." In addition to subcontracting with Musco Lighting for the Muco Lighting Scope of Work, the Contractor shall provide all electrical work and other work specifically excluded from the Musco Lighting Scope of Work.

4.2 MUSCO LIGHTING SCOPE OF WORK

A. Musco Responsibilities/Musco Subcontractor Responsibilities:

1. Provide required poles, fixtures, and foundations.
2. Provide layout of pole locations and aiming diagram.
3. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
4. Provide storage containers for material, (including electrical components enclosures), as necessary and waste disposal.
5. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
6. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment.
7. Demolition and disposal of (2) poles and foundations, poles S1 and S3, as defined by demolition note 1 on sheet E-3 of the project plans. Light fixtures and remote electrical components enclosure (ECE) on these two poles to be removed and protected for re-installation on other poles. Foundations to be removed to 24" below grade and debris from foundation excavation to be removed from site, ground restorations at removed foundations to be done by others.
8. Provide materials and equipment to install (4) Light Structure System foundations as specified on layout and per Musco foundation design, for poles A7, A8, A9, and C10. High water table/ground water encountered during foundation excavation will be pumped onto field/turf adjacent to pole/foundation location. Spoils from augured foundations to be removed from the site by others.
9. Provide equipment and materials to assemble and erect (4) Light Structure System Poles (A7, A8, A9, and C10).
10. Provide materials and equipment to assemble (9) new HID fixtures on (2) of the new poles, A7 and A8.
11. Re-install existing light fixtures, remote ECE and new wire harness (from ECE to fixtures) from demolished pole S1 onto new pole C10
12. Remove fixtures, ECE, and wire harness from existing pole S4 and install on new pole A9.

13. Re-install existing light fixtures, remote ECE, and new wire harness (from ECE to fixtures) from demolished pole S3 onto existing pole S4.
14. Re-aim existing fixtures on poles as needed to meet specified light levels.
15. Re-lamp all existing fixtures.

B. Exclusions

1. All items associated with the electrical system infrastructure including all conduit, conductors, pull boxes, contactors, final termination of conductors at pole, etc., to be provided and installed by others. We will coordinate with the electrical contractor so conduit sweeps can be installed in the pole bases prior to backfilling with concrete
2. Removal of excavated spoils from the (4) new pole foundations
3. Permits
4. Ground/turf protection from construction vehicles
5. Ground/turf restoration after installation
6. Bonding

C. General Contractor/Electrical Contractor Responsibilities

1. Complete access to the site and pole locations for construction using standard two-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by One Call or Dig Alert and mark all irrigation systems and sprinkler heads. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Survey, locate and mark field reference points (home plate and foul poles) and new pole locations per Musco supplied layout.
4. Provide disposal of spoils from foundation excavation and ground/turf repair and restoration as needed.

END OF SECTION 26 56 00

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FREEDOM BASEBALL FIELDS PHASE II PROJECT
SPEC.NO. FB-P2-2

Landscape Planting and Maintenance
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APPENDIX A

CONSTRUCTION DRAWINGS

**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: January 2, 2019

**SUBJECT: CONSIDERATION AND APPROVAL FOR THE
GENERAL MANAGER TO ENTER INTO AN
AGREEMENT WITH MUSCO LIGHTING TO INSTALL
FIELD LIGHTING ON THE NEW BASEBALL FIELDS
AT FREEDOM PARK**

SUMMARY

The Pleasant Valley Recreation and Park District Board approved a master plan for Freedom Park in 2009. As part of the 2018 budgeting process the Board identified the Freedom Baseball Fields Phase II Project as an item to be funded from Quimby fees. Staff had been working with Jordan, Gilbert & Bain Landscape Architects to revise drawings for construction plan documents and soliciting bids for Phase II. Staff is recommending utilization of a governmental purchasing alliance mechanism to streamline the procurement and installation of the scope of lighting to be performed by Musco Lighting.

BACKGROUND

At the November 7, 2018 Board meeting, staff asked the Board to reject all bids for this project and to re-bid the project. Unfortunately, there was some confusion during the bid process as it related to lighting requirements. Jordan, Gilbert & Bain Landscape Architects along with staff included clarifying language regarding lighting. During the re-bid mandatory job walk, a question was raised regarding union and non-union sub-contractors. Musco is a non-union company and can hire non-union employees and contractors to perform their work. To alleviate any potential issues or concerns, staff and the District's attorney, along with the recommendation of Jordan, Gilbert & Bain Landscape Architects, issued an addendum to remove Musco Lighting from the RFP and engage in a separate contract to perform a specific lighting scope of work.

ANALYSIS

Currently, the District has a Musco Light-Structure system for the field light pole and fixture. If the District were to use a different lighting source, it would see an increase in cost but also cause future issues with the programming of lights as the lighting components wouldn't match. There is no known equal as this project requires the District to match the existing field lights. Secondly, staff will be able to utilize governmental purchasing alliance Source Well Group which is much like U.S. Communities™ for the procurement and installation of the lights for Freedom Park baseball field. This method streamlines the procurement process, allowing the District to purchase and use Musco products and installation.

The following is a list of key values and features that are unique to Musco's Light-Structure system:

1. Luminaire Efficiency and Smart Lamp Technology -
 - a. Constant Light Levels – smart lamp operating system provided constant light levels over the life of the lamp
 - b. Energy Efficiency - reduces energy consumption by half as it requires 40% fewer fixtures than prior technology systems
 - c. Spill Light Control – cuts off site spill light by 50%
 - d. Extended Lamp Life – lamp life for our 1500-watt Z-lamp is extended from 3000 hours to 5000 hours.

2. Durability -

A diecast aluminum reflector housing and enhanced knuckle cone provide increased durability. Designed to withstand 150mph winds.

The scope of work is inclusive of all work associated with the demo/disposal of existing sports lighting poles, installation of new bases/poles/fixtures, and relocation of existing fixtures to new/existing poles per plans. This also includes re-aiming of existing fixtures to meet specified light levels.

FISCAL IMPACT

At the November 7, 2018 Board Meeting the Board passed by a vote of 5-0 to approve a budget adjustment in the amount of \$1,100,000 for Fund 30 (Quimby) to pay for the Freedom Park baseball field phase II project. The Musco Lighting expense of \$138,508 is made up of \$125,916 for the project with a 10% change order project contingency of \$12,592. This item is included in the budget adjustment from November 7, 2018.

RECOMMENDATION

It is recommended the Board of Directors approve and authorize the General Manager to execute a contract with Musco Lighting, for the Freedom Park Baseball Fields Lighting Project in the amount of \$125,916 and execute contract change orders for project contingencies in an additional amount not-to-exceed \$12,592 for a total authorized expenditure of \$138,508.

ATTACHMENTS

- 1) Contract (75 pages)
- 2) Lighting Upgrade Agreement (54 pages)
- 3) Quote Updated (4 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS
FOR THE FIELD LIGHTING**

FREEDOM BASEBALL FIELDS PHASE II PROJECT

FISCAL YEAR 2018-2019

SPEC NO. FB-P2-2

DRAFT

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS
FOR THE FIELD LIGHTING

FOR THE

FREEDOM BASEBALL FIELDS PHASE II PROJECT

SPEC NO. FB-P2-2

FISCAL YEAR 2018-2019

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

PLEASANT VALLEY RECREATION & PARK DISTRICT
FREEDOM BASEBALL FIELDS PHASE II PROJECT

SPEC NO. FB-P2-2

FISCAL YEAR 2018-2019

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PLEASANT VALLEY RECREATION & PARK DISTRICT

**FREEDOM BASEBALL FIELDS PHASE II PROJECT
SPEC NO. FB-P2-2**

**FREEDOM BASEBALL FIELDS PHASE II PROJECT
SPEC NO. FB-P2-2**

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

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said FREEDOM BASEBALL FIELDS PHASE II PROJECT. The work will take place at 275 E. Pleasant Valley Road Camarillo, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **FREEDOM BASEBALL FIELDS PHASE II PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

TIME LINE FOR THE PROJECT:

Start Date February 18, 2019
Finish Date March 18, 2019
Rain Days will be reviewed

THE PROJECT MANAGER'S ESTIMATE FOR THIS FREEDOM BASEBALL FIELDS PHASE II PROJECT IS: \$125,916

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

LIQUIDATED DAMAGES: Liquidated damages of \$250/day will apply to this FREEDOM BASEBALL FIELDS PHASE II PROJECT. See Special Provisions for detailed information on liquidated damages.

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

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

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

subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "A", "B" or "C-10" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

DRAFT

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA-00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property

damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

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

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

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

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

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

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

Other provisions or requirements

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

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents,

representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory

evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

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

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

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

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

BID FORM

FIRM NAME: _____

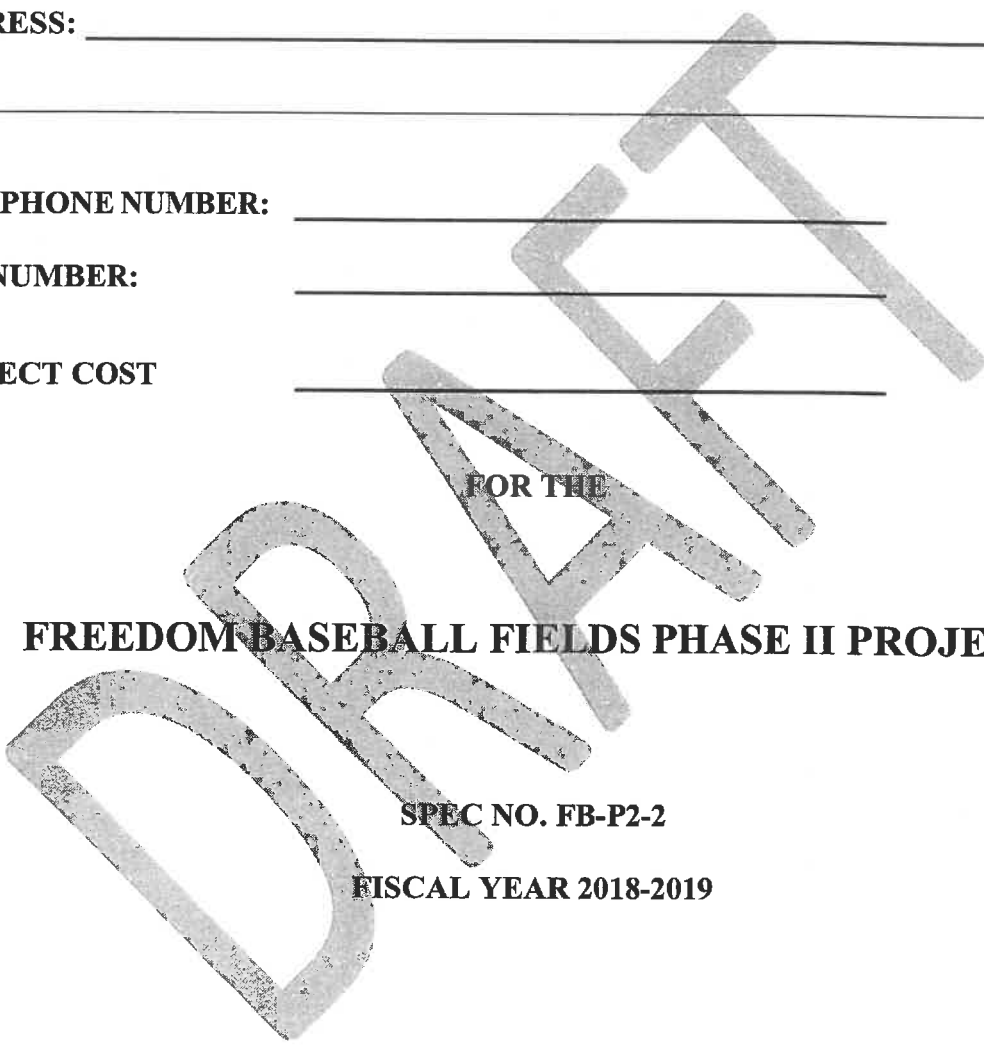
POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

PROJECT COST _____



FOR THE

FREEDOM BASEBALL FIELDS PHASE II PROJECT

SPEC NO. FB-P2-2

FISCAL YEAR 2018-2019

PLEASANT VALLEY RECREATION & PARK DISTRICT

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Compliance with NPDES					
2.	Mobilization					
3.	Bid Alternate					
4.	Concrete Paving					
5.	Common Work Results for Electrical					
6.	Low Voltage Electrical Power Conductors and Cables					
7.	Grounding and Bonding					
8.	Raceways and Boxes					
9.	Underground Ducts and Raceways for Electrical System					
10.	Low Voltage Transformers					
11.	Panelboards					
12.	Wiring Devices					
13.	Field Lights					
14.	Baseball Field Construction and Miscellaneous					
15.	Chain Link Fences					
16.	Permanent Hooded Backstop					
17.	Irrigation System					
18.	Landscape Planting and Maintenance					

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						

The grand totals submitted are subject to verification. Grand Total of Lump Sums will be verified and if any discrepancy is found, the verified grand total lump sums will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "none" if appropriate.

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED _____ AT _____

COMPANY NAME _____

SIGNATURE _____ TITLE _____

(Sole Owner, Partner, Corporate Officer) *

*Person signing must be listed on records of Contractors State License Board or authorized company signatory.

BID BOND
(10% of the Bid Amount)

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their
several seals this _____ day of _____, 2018, the name and corporate seal of
each corporate party being hereto affixed and these presents duly signed by its undersigned
representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

DRAFT

DRAFT

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

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

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

Contractor's State License Number and Classification

License Expiration Date

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

Subscribed at: _____
(City and County, State)

on _____, 20____.

Signature **State License Number and Classification**

Street Address **City** **State** **Zip Code**

Telephone Number

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

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

The undersigned declares:

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

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

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

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

AGREEMENT

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

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

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II:

ARTICLE III: All work to be done under this contract shall be completed within **Sixty (60)? consecutive working days**, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Any changes in time and/or price are to be submitted to the District Project Manager, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

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

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

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

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

ARTICLE VIII: The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

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

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

DRAFT

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

Dated _____, 2019

By: _____
_____, Chairman

ATTEST:

Clerk of the Board

Dated _____, 2019

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2;**

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ___ day of _____, 2018

PRINCIPAL _____ **SURETY**

Address of Surety: _____

CITY STATE ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

LABOR AND MATERIAL BOND (PAYMENT BOND)

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

FREEDOM BASEBALL FIELDS PHASE II PROJECT

SPEC NO. FB-P2-2

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

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of One hundred and twenty thousand Five hundred dollars (\$120,500), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the District in an amount to be fixed by the court.

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

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

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

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

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

_____ CONTRACTOR _____ SURETY

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

DRAFT

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

Labor Code Section 3700

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

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

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

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

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

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

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

APPRENTICESHIP REQUIREMENTS

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

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

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

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

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

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

LOCATION OF WORK: The work will take place at 275 E. Pleasant Valley Road, in Camarillo, California

STANDARD SPECIFICATIONS: The Standard Specifications of the District are contained in the 2015 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION WORKING HOURS: The Contractor's regular hours of work will be from 7:00 AM to 7:00 PM on all work days as defined in Section 6-7.2 (S.S.P.W.C.).

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT FREEDOM BASEBALL FIELDS PHASE II PROJECT

SPEC NO. FB-P2-2

FISCAL YEAR 2018-2019

1. GENERAL

A. THE REQUIREMENT: All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2015 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Bid Bond
- (2) Information Required of Bidder
- (3) Agreement
- (4) Faithful Performance Bond
- (5) Payment Bond (Labor and Material Bond)

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

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

C. SCOPE AND CONTROL OF THE WORK:

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

2.5 PLANS AND SPECIFICATIONS

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Project Manager. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Record Drawings:

2-5.4 Record Drawings.

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

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

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

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within sixty (60) consecutive working days, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

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

E. FINAL INVOICE AND PAYMENT:

(1) Whenever in the opinion of the Project Manager the Contractor shall have completely performed the contract on his or her part, the Project Manager shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Project Manager for approval a written statement of the final quantities of contract items

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

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

F. RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction.

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

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

I. UNPAID CLAIMS: If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

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

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

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

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

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

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

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

M. PAYMENTS: Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

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

(1) If, pursuant to court order, the District prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the District is prohibited from requiring the Contractor to perform all or any portion of the work, the District may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(3) If the final judgment in the action prohibits the District from requiring the Contractor to perform all or any portion of the work, the District will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

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

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

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

[2] Perform work the Project Manager deems necessary to secure the for termination.

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

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

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

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

[7] Dispose of materials not yet used in the work as directed by Project Manager. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

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

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

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

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

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Project Manager certifies that such materials have been stored in the manner and at the locations he or she has directed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. CHANGES IN WORK:

The following is hereby added to Section 3-3.2.3 Mark-up:

“Contractor shall only apply the following mark-up. Pursuant to subsections 3-3.2.3.1 Work by the Contractor and 3-3.2.3.2 Work by the Subcontractor the Contractor’s total mark-up is not to exceed 12%.

Q. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

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

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

If, in the opinion of the Project Manager, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will

attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Project Manager's request for correction within a reasonable time as determined by the Project Manager, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

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

4-1.4 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Project Manager may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

R. LIQUIDATED DAMAGES: Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the District, or the District may deduct from any payments due or to become due to Contractor, the sum of \$250.

Execution of the contract under these specifications shall constitute agreement by the District and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

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

T. UNDERGROUND SERVICE ALERT: Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

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

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

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

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

- (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) "Public entity" shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed

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

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

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

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

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

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

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

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

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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

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

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

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

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date."

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

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

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

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

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

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

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

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

“20104.2. Claims; requirements; tort claims excluded

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

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

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

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

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

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

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

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

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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

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

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

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

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

If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

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

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

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

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

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

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

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

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

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

Y. DELAYS AND EXTENSIONS OF TIME

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

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

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

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

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

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

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

2. PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

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

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

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

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

therefore.

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

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

D. RELOCATION: The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

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

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the FREEDOM BASEBALL FIELDS PHASE II PROJECT, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

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

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

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

F. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

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

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

G. WATER POLLUTION: The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

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

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

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

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

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

J. CONSTRUCTION YARD:

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

L. INSPECTION: The Project Manager, or his or her authorized agent, shall at all times have

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

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

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

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

N. RECYCLING OF MATERIALS:

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

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

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

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

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Project Manager. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

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

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

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

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

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and

holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

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

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

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

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TECHNICAL PROVISIONS

**PLEASANT VALLEY RECREATION & PARK DISTRICT
FREEDOM BASEBALL FIELDS PHASE II PROJECT
SPEC NO. FB-P2-2**

DRAFT

SECTION 01 24 00

COMPLIANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

- A. The Contractor shall comply with the NPDES Municipal Storm Water Permit by designing a plan/system of plans to prevent the discharge of pollutants into storm drains, channels or natural water courses. The "plan/system of plan" consist of setting forth control of excavation, grading, earth work construction including fills or embankments, and the control of grading site runoff, including erosion sediments and construction related pollutants.

The Contractor shall submit a site drawing with details, notes and related documents, prepared by an individual with the proper license and certification, that identify the measure taken to:

1. Control erosion and prevent sediment and construction and related pollutants from being carried off site by storm water.
2. Prevent non-storm water discharges from entering the storm drain system unless it is permitted.

END OF SECTION 01 24 00

SECTION 01 30 00

MOBILIZATION

A. General Requirements

Mobilization, demobilization, bonds, and insurance work shall include all preparatory and operations work necessary to provide for bonds, insurance, required permits and fees, submittals, shop drawings, project phasing, supervision, coordination and concurrent work with other contractors, meetings, preparing "as-built" plans or record drawings, movement of personnel, equipment, supplies, and incidentals to and from the project site; the establishment of all other facilities necessary for work on the project; for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items of work at the project site; and work and improvements called for or implied by the Contract Documents, which are not included in the other bid items but are required to complete the Work.

B. Measurement and Payment

Payment for mobilization, demobilization, bonds, and insurance shall be made at the contract lump sum price under the "Mobilization" Lump Sum price bid. This price shall be full compensation for the furnishing of all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

A 25% payment of the lump sum total will be paid with the first progress payment and the remaining 75% shall be paid incrementally over the life of the Contract where these subsequent payments will be based on the percentage of work completed to date.

END OF SECTION 01 30 00

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01224.0001/488128.1

FREEDOM BASEBALL FIELDS PHASE II PROJECT
SPEC NO. FB-P2-2

SECTION 26 56 00

FIELD LIGHTS

PART 1 GENERAL

1.1 SECTION INCLUDES

Furnish all labor, materials and equipment required to remove two (2) existing field lights and install two (2) new field lights as indicated on the plans and specified in these Specifications.

1.2 SUBMITTALS

Submit all manufacturers, catalog cuts, installation instruction for the Musco poles, new pole top fitters, new lamps, ballast enclosure and all materials to complete the Work.

1.3 QUALITY ASSURANCE

Use only experienced, qualified Contractor with a track record of successfully installing field lights of this size.

1.4 RELATED SECTIONS

Comply with requirements of all electrical sections of these Specifications.

1.5 DELIVERY OF MATERIAL

Follow Musco Lighting instructions for delivery and handling of material.

PART 2 PRODUCTS

2.1 MANUFACTURER

Musco Light-Structure™ system is the selected product for the field light pole and fixture. No known equals as this project requires the matching of existing field lights. Musco Sports Lighting; 3002 Dow Avenue, Suite 504, Tustin, CA 92780; Phone (949) 754-0503 x6111. Musco Representative is Mike Marchetti.

2.2 FIELD LIGHT FIXTURE COMPONENTS

Field light fixture components shall be as manufactured by Musco Lighting. These include,

but not limited to, new base, new pole, new pole top fitter, additional ballast and ballast enclosures, and new wire harness. Additional fixtures as specified.

2.3 EXISTING FIXTURES

- A. Remove existing fixtures from poles, store and secure for reinstallation on new poles.
- B. Additional fixtures must be purchased to make up a total of 3 fixtures for Pole A7 and a total of 3 Fixtures for Pole A8.

2.4 UL LISTING

All system components shall be UL Listed for the appropriate application.

2.5 BASE

Base (rock base) shall be crush rock base material.

PART 3 EXECUTION

3.1 REMOVAL OF EXISTING POLES

- A. Before demo of existing poles, carefully remove the light fixture and materials necessary for the new install. Verify with Musco required components for re-install.
- B. Remove poles from site, cut poles and concrete base so that the existing materials are a minimum of 18" below final finish grade.

3.2 PLACING CONCRETE / HIGH WATER TABLE

- A. Base compaction, steel placement and form work must be approved by the inspector prior to concrete paving.
- B. Convey concrete from mixer to place of final deposit by methods that will prevent separation and loss of materials.
- C. For chuting, pumping and pneumatically conveying concrete, use only equipment of such size and design as to ensure a practically continuous flow of concrete at the delivery and without loss or separation of materials.
- D. Deposit concrete as nearly as possible in its final position to avoid segregation due to re-handling and flowing.

- E. Contractor is advised that recent excavations at the site indicated ground water at 44 inches. If this condition exists at the time of construction, Contractor will be required to deposit concrete under water, as per Section 303-1.8.9 of the SSPWC. The tremie water tight tube shall be of an adequate diameter to complete the work specified. A special mix design may be required from the batch plant and must be approved by the Structural Engineer. This work will require continuous inspection by the Geotechnical Engineer.
- F. Place concrete as dry as possible consistent with good workmanship, never exceeding the maximum specified slump.
- G. Place concrete at such a rate that concrete is at all times plastic and flows readily between bare bars.
- H. When placing is once started, carry it on as a continuous operation until placement of the panel or section is complete.
- I. Thoroughly consolidate all concrete by suitable means during placement, working it around all embedded fixtures and into corners of forms.
- J. During placement, thoroughly compact the concrete by hand tamping and by mechanical vibration.

PART 4 MATERIAL LISTED BY MUSCO

4.1 Lighting Performance

Light levels per Musco Design #186781D, dated June 21, 2018

4.2 Equipment/System Description

- (4) Pre-cast concrete bases
- For poles A7, A8, A9, C10
- (4) 60' Galvanized steel poles
- For poles A7, A8, A9, C10
- Remote electrical component enclosures
- For poles A7 and A8
- Pole length wire harnesses
- For new poles A7 and A8
- For existing fixtures to be relocated to poles A9, C10, and S4
- (9) New 1500 Watt Metal Halide Factory-aimed and assembled luminaries
- (3) on new pole A7
- (6) on new pole A8 (3/3 back-to-back configuration)
- (27) 1500 Watt MHZ Lamps to re-lamp all existing fixtures
- UL Listed as a complete system

4.3 Control Systems and Services

(3) New 30 AMP contactors to be installed in existing Control - Link cabinets, for new circuits for poles A7 and A8.

4.4 Operation and Warranty Services

01224.0001/488128.1

FREEDOM BASEBALL FIELDS PHASE II PROJECT
SPEC NO. FB-P2-2

□

10-year materials warranty, with onsite labor included for the first 2 years; lamps warranted for 2 years, with onsite labor included for the first year

PART 5 SUBCONTRACT WITH MUSCO LIGHTING

5.1 MUSCO LIGHTING SCOPE OF WORK

A. Musco Responsibilities/Musco Subcontractor Responsibilities:

1. Provide required poles, fixtures, and foundations.
2. Provide layout of pole locations and aiming diagram.
3. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
4. Provide storage containers for material, (including electrical components enclosures), as necessary and waste disposal.
5. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
6. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment.

7. Demolition and disposal of (2) poles and foundations, poles S1 and S3, as defined by demolition note 1 on sheet E-3 of the project plans. Light fixtures and remote electrical components enclosure (ECE) on these two poles to be removed and protected for re-installation on other poles. Foundations to be removed to 24" below grade and debris from foundation excavation to be removed from site, ground restorations at removed foundations to be done by others.
8. Provide materials and equipment to install (4) Light Structure System foundations as specified on layout and per Musco foundation design, for poles A7, A8, A9, and C10. High water table/ground water encountered during foundation excavation will be pumped onto field/turf adjacent to pole/foundation location. Spoils from augured foundations to be removed from the site by others.
9. Provide equipment and materials to assemble and erect (4) Light Structure System Poles (A7, A8, A9, and C10).
10. Provide materials and equipment to assemble (9) new HID fixtures on (2) of the new poles, A7 and A8.
11. Re-install existing light fixtures, remote ECE and new wire harness (from ECE to fixtures) from demolished pole S1 onto new pole C10
12. Remove fixtures, ECE, and wire harness from existing pole S4 and install on new pole A9.
13. Re-install existing light fixtures, remote ECE, and new wire harness (from ECE to fixtures) from demolished pole S3 onto existing pole S4.
14. Re-aim existing fixtures on poles as needed to meet specified light levels.
15. Re-lamp all existing fixtures.

B. Exclusions:

1. All items associated with the electrical system infrastructure including all conduit, conductors, pull boxes, contactors, final termination of conductors at pole, etc., to be provided and installed by others. We will coordinate with the project manager so conduit sweeps can be installed in the pole bases prior to backfilling with concrete
2. Removal of excavated spoils from the (4) new pole foundations
3. Permits
4. Ground/turf protection from construction vehicles
5. Ground/turf restoration after installation
6. Bonding

C. General Contractor/Electrical Contractor Responsibilities

1. Complete access to the site and pole locations for construction using standard two-wheel drive rubber tire equipment.

2. Locate existing underground utilities not covered by One Call or Dig Alert and mark all irrigation systems and sprinkler heads. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Survey, locate and mark field reference points (home plate and foul poles) and new pole locations per Musco supplied layout.
4. Provide disposal of spoils from foundation excavation and ground/turf repair and restoration as needed.

END OF SECTION 26 56 00

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APPENDIX A

CONSTRUCTION DRAWINGS

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Project Submittal: Approval Letter

December 18, 2018

Mary Otten
Pleasant Valley Recreation and Park District
1605 E Burnley St
Camarillo, CA 93010

RE: Freedom Park Pony Upgrade
Project #186781

Dear Mary Otten

This serves as approval for submittals provided by Musco Sports Lighting, LLC. Please review the enclosed documents and note changes where appropriate. Upon your approval, we can begin fabrication of the materials for your project. Any changes may result in delay of production, delivery, and additional costs.

Please verify the accuracy of the following items and return a signed copy of this Submittal Approval:

- Voltage to pole requirements: _____
- Phase to enclosure: _____
- Pole locations as shown on equipment layout or scans

We shall deliver equipment to the job site 4 - 6 weeks, after submittal approval or release of order.

Please indicate your approval of these submittals in their entirety by signing below.

Authorized Signature

Date

Printed Name

Company Name

Please return one copy of this form to:
Musco Sports Lighting, LLC
Attn: Steve Garwood
2107 Stewart Road
Muscatine, Iowa 52761

Phone: 800-756-1205
Fax: 800-374-6402
Email: steve.garwood@musco.com



MUSCO LIGHTING SUBMITTAL FOR PRODUCTION
PREPARED FOR:

Freedom Park Pony Upgrade

Lighting Project
Camarillo, CA
December 18, 2018

Project #186781

Submitted by:

Musco Sports Lighting, LLC

2107 Stewart Road
Muscatine, Iowa 52761
Toll Free: 800-756-1205
Fax: 800-374-6402





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A. BILL OF MATERIALS



Project Submittal: Bill of Materials

Equipment Description	
9	Light-Structure System™ 1500 watt metal halide luminaires – A7 (3), A8 (6)
4	60 Foot galvanized steel poles – A7, A8, A9, C10
4	Pre-cast concrete foundations (9,500 PSI) with Integrated Grounding - A7, A8, A9, C10
X	Factory wired and assembled pole top luminaire assemblies
X	Factory wired electrical component enclosures – A7, A8
X	Factory built wire harnesses with plug-in connections – A7, A8 & for existing fixtures to be relocated to poles A9, C10, and S4
Controls	
3	30-amp contactors kits
Warranty	
X	Musco's Constant 10™ product assurance and warranty program that eliminates 100% maintenance costs for 10 years, including labor, materials, monitoring and guaranteed light levels.
Additional Items	
30	1500 Watt MHZ Lamps to re-lamp all existing fixtures
Notes / Comments	





B. SCOPE OF WORK



Scope of Work

Freedom Park Pony Upgrade Camarillo, CA Scope of Work

Below is the scope of work for demolition/installation services for the Musco Sports Lighting materials for Freedom Park Mustang/Pinto Fields. The installation quote is based on reasonable access to all pole locations for demolition and installation on standard 2 wheel drive construction vehicles. This price does not include any ground protection (i.e. plywood) or ground repair/restoration, please see exclusions at the end of this document. Installation price includes all materials, equipment, and labor to perform the following scope of work. This scope of work is inclusive of all work associated with the demo/disposal of existing sports lighting poles, installation of new bases/poles/fixtures, and relocation of existing fixtures to new/existing poles, per plans.

Customer/GC/Low-bid EC Responsibilities:

1. Complete access to the site and pole locations for construction using standard two-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by One Call or Dig Alert and mark all irrigation systems and sprinkler heads. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Survey, locate and mark field reference points (home plate and foul poles) and new pole locations per Musco supplied layout.
4. GC/EC will obtain the required permitting.
5. Provide disposal of spoils from foundation excavation and ground/turf repair and restoration as needed.

Musco Responsibilities/Musco Subcontractor Responsibilities:

1. Provide required poles, fixtures, and foundations.
2. Provide layout of pole locations and aiming diagram.
3. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
4. Provide storage containers for material, (including electrical components enclosures), as necessary and waste disposal.
5. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
6. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment.
7. Demolition and disposal of (2) poles and foundations, poles S1 and S3, as defined by demolition note 1 on sheet E-3 of the project plans. Light fixtures and remote electrical components enclosure (ECE) on these two poles to be removed and protected for re-installation on other poles. Foundations to be removed to 24" below grade and debris from foundation excavation to be removed from site, ground restorations at removed foundations to be done by others.
8. Provide materials and equipment to install (4) Light Structure System foundations as specified on layout and per Musco foundation design, for poles A7, A8, A9, and C10. High water table/ground water encountered during foundation excavation will be pumped onto field/turf adjacent to pole/foundation location. Spoils from augured foundations to be removed from the site by others.
9. Provide equipment and materials to assemble and erect (4) Light Structure System Poles (A7, A8, A9, and C10).
10. Provide materials and equipment to assemble (9) new HID fixtures on (2) of the new poles, A7 and A8.
11. Re-install existing light fixtures, remote ECE and new wire harness (from ECE to fixtures) from demo'd pole S1 onto new pole C10
12. Remove fixtures, ECE, and wire harness from existing pole S4 and install on new pole A9.
13. Re-install existing light fixtures, remote ECE, and new wire harness (from ECE to fixtures) from demo'd pole S3 onto existing pole S4.



- 
14. Re-aim existing fixtures on poles as needed to meet specified light levels.
 15. Re-lamp all existing fixtures.

EXCLUSIONS:

1. All items associated with the electrical system infrastructure including all conduit, conductors, pull boxes, contactors, final termination of conductors at pole, etc., to be provided and installed by others. We will coordinate with the electrical contractor so conduit sweeps can be installed in the pole bases prior to backfilling with concrete
2. Removal of excavated spoils from the (4) new pole foundations
3. Permits
4. Ground/turf protection from construction vehicles
5. Ground/turf restoration after installation
6. Bonding



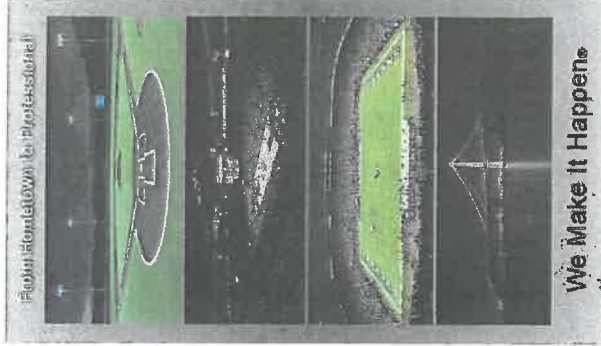


C. LIGHTING DESIGN





MY PROJECT
 Name: Freedom Park Pony Upgrade
 Location: Camarillo, CA



Pole / Fixture Summary

Pole ID	Pole Height	Fixture Qty	Lamp Type	Circuit
A7	60'	3	1500W MZ	E
A8	60'	3	1500W MZ	E
A9	66'	3	1500W MZ	F
C6	66'	5	1500W MZ	F
C10	60'	5	1500W MZ	E
S2	66'	3	1500W MZ	E
S4	66'	5	1500W MZ	F
S5	66'	6	1500W MZ	F
S6	66'	6	1500W MZ	F
S7	66'	36	1500W MZ	F

Calculation Grid Summary

Grid Name	Calculation Metric	Light Level			Illuminance		Circuits	Fixture Qty	
		Type	Ave	Min	Max	Max/Min			Ave/Min
Field #5 (Infield)	Horizontal Illuminance	Constant	51.3	37	60	1.62	1.38	E	14
Field #5 (Outfield)	Horizontal Illuminance	Constant	36	21	50	2.37	1.70	E	14
Field #6 (Infield)	Horizontal Illuminance	Constant	51.5	34	63	1.87	1.54	F	22
Field #6 (Outfield)	Horizontal Illuminance	Constant	33.7	22	44	2.01	1.54	F	22

Circuit Summary

Circuit	Description	Load	Fixture Qty
E	Field #5	21.9 KW	14
F	Field #6	34.41 KW	22

ENGINEERED DESIGN
 By: Daniel Lohman
 File # / Date: 186781D 21-Jun-18
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PROJECT SUMMARY



PROJECT
 Name: Freedom Park Pony Upgrade
 Location: Camarillo, CA

GRID SUMMARY
 Name: Field #5
 Site: Irregular, 135' / 171' / 135'
 Spacing: 20.0' x 20.0'
 Height: 3.0' above grade

CONSTANT ILLUMINATION SUMMARY

HORIZONTAL FOOTCANDLES	
	Outfield
Scan Average:	51.28
Maximum:	60
Minimum:	37
Avg. / Min:	1.38
Max / Min:	1.62
UG (adjacent-pis):	1.22
CU:	0.53
No. of Poles:	25
Luminaire Type:	Green Generation
Design Usage Hours:	5,000 hours
Design Lumens:	130,000
Avg. Lamp Tilt Factor:	1.000
No. of Luminaires:	14
Avg. KW:	21.9 (23.8 max)

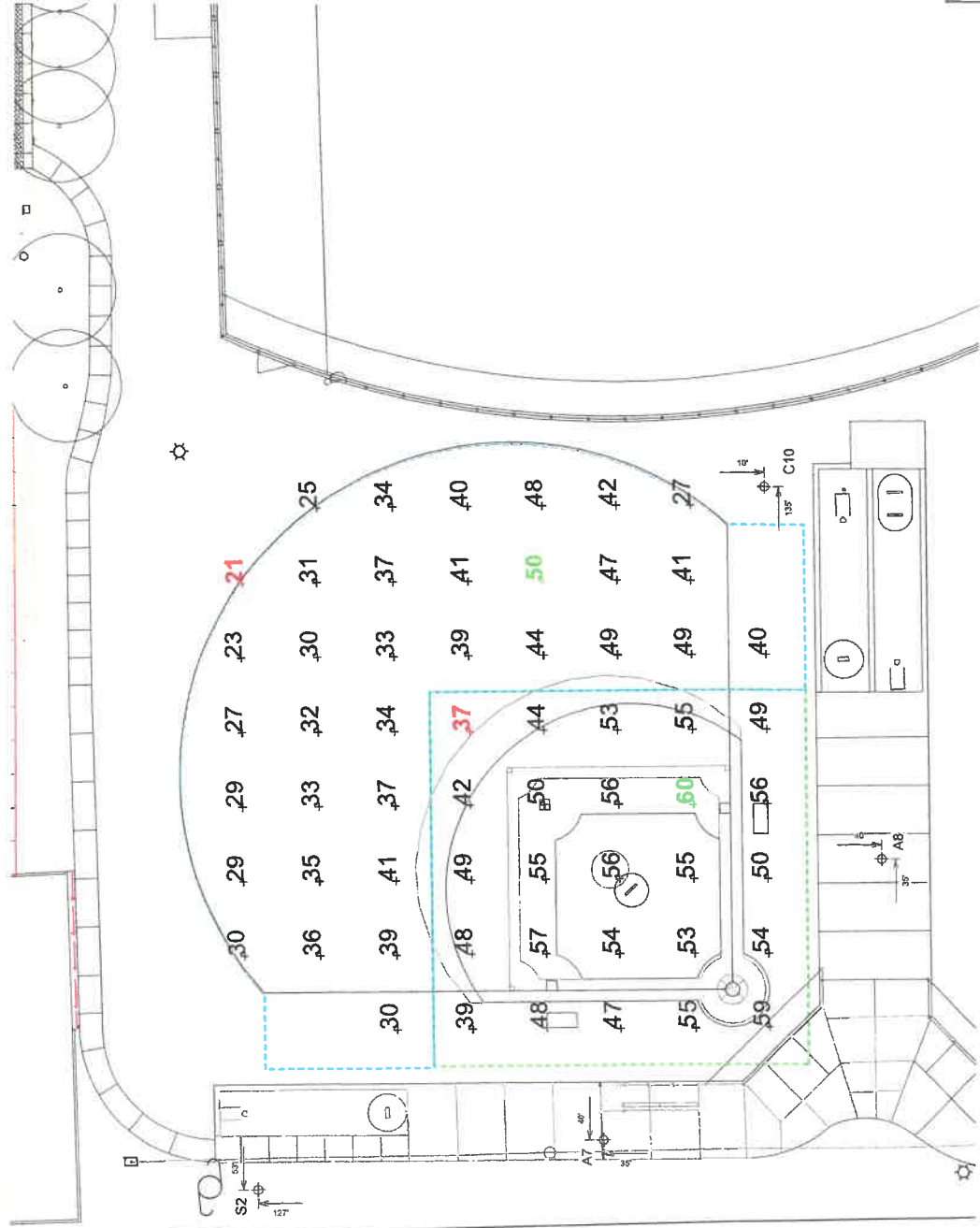
Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.
Field Measurements: Illumination measured in accordance with IESNA RP-2-15 and CIBSE LG4. Individual values may vary. See the Warranty document for details.
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

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 File #: 186781D
 21-Jun-18
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EQUIPMENT LIST FOR AREAS SHOWN

QTY	Location	Pole	Height	Grid	Mounting	Luminaire	Qty	Wattage	Notes
1	A7	60'	60'	5/8"	1500W AZ	3	3		
1	A8	60'	60'	3/8"	1500W AZ	3	3		
1	C10	60'	60'	5/8"	1500W AZ	3	3		
1	S2	66'	66'	3"	1500W AZ	3	3		
TOTALS						17	14		

* This structure utilizes a back-to-back mounting configuration.



Pole locations (A) dimensions are relative to 0,0 reference point(S) (S)



MY PROJECT	Name: Freedom Peak Pony Upgrade Location: Cananalis, CA																																				
GRID SUMMARY	Name: Field #6 Size: Irregular 169' / 212' / 169' Spacing: 20.0' x 20.0' Height: 3.0' above grade																																				
CONSTANT ILLUMINATION SUMMARY	<table border="1"> <tr> <td colspan="2">HORIZONTAL FOOTCANDLES</td> </tr> <tr> <td>Infield</td> <td>33.65</td> </tr> <tr> <td>Outfield</td> <td>44</td> </tr> <tr> <td>Scan Average</td> <td>51.50</td> </tr> <tr> <td>Maximum</td> <td>63</td> </tr> <tr> <td>Minimum</td> <td>34</td> </tr> <tr> <td>Avg / Min</td> <td>1.54</td> </tr> <tr> <td>Max / Min</td> <td>1.87</td> </tr> <tr> <td>UG (adjunct fac)</td> <td>1.32</td> </tr> <tr> <td>UG</td> <td>1.37</td> </tr> <tr> <td>CU</td> <td>0.48</td> </tr> <tr> <td>No. of Points</td> <td>25</td> </tr> <tr> <td>Luminaire Type</td> <td>Green Generation</td> </tr> <tr> <td>Design Usage Hours</td> <td>5,000 hours</td> </tr> <tr> <td>Design Lumens</td> <td>134,000</td> </tr> <tr> <td>Avg Lamp Tilt Factor</td> <td>1.000</td> </tr> <tr> <td>No. of Luminaires</td> <td>22</td> </tr> <tr> <td>Avg KW</td> <td>34.41 (37.4 max)</td> </tr> </table>	HORIZONTAL FOOTCANDLES		Infield	33.65	Outfield	44	Scan Average	51.50	Maximum	63	Minimum	34	Avg / Min	1.54	Max / Min	1.87	UG (adjunct fac)	1.32	UG	1.37	CU	0.48	No. of Points	25	Luminaire Type	Green Generation	Design Usage Hours	5,000 hours	Design Lumens	134,000	Avg Lamp Tilt Factor	1.000	No. of Luminaires	22	Avg KW	34.41 (37.4 max)
HORIZONTAL FOOTCANDLES																																					
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No. of Luminaires	22																																				
Avg KW	34.41 (37.4 max)																																				

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.

Field Measurements: Illumination measured in accordance with IESNA RP-6-15 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Ampage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at the side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN	By: Daniel Lohman File #: 16781D Date: 23-Jun-18
--------------------------	--------------------------------------------------------

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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	ORANGE EMISSION	MONITORING	TYPE	WATT	FILE #	OTHER
1	AB	67		60	1500W AZ	3.3*	3	0
1	A9	66		65	1500W AZ	3	3	0
2	C5, S4	65		65	1500W AZ	5	5	0
1	S5	65		65	1500W AZ	6	6	0
5						35	27	3

* This structure utilizes a back-to-back mounting configuration.



Point locations (A) dimensions are relative to 0,0 reference point (0)



MY PROJECT
 Name: Freedom Park Pony Upgrade
 Location: Camarillo, CA

EQUIPMENT LAYOUT
INCLUDES:
 - Field #5
 - Field #6
 Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
 Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

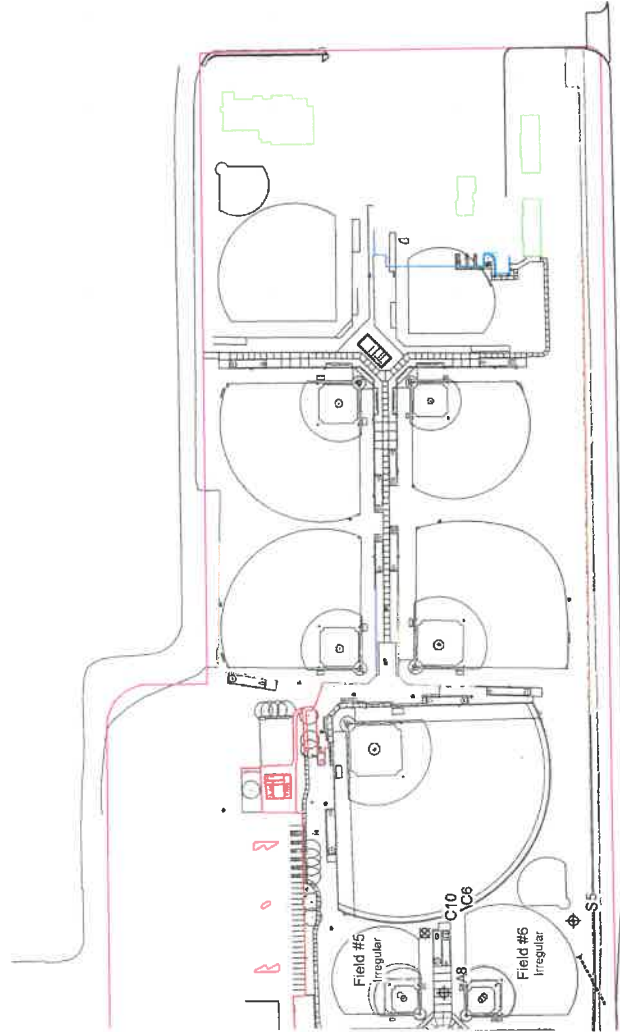
EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	SWGS	Mounting Height	Luminaire	QTY / Pole
1	A7	60"	-	60"	1500W MZ	3
1	A8	60"	-	60"	1500W MZ	3/3*
2	#5	52"	66"	66"	1500W MZ	3
1	C9	60"	66"	66"	1500W MZ	3
1	C10	60"	66"	66"	1500W MZ	3
1	S5	66"	66"	66"	1500W MZ	6
TOTALS						36

SINGLE PHASE AMPERAGE DRAW CHART

Ballast Specifications (do not power factor)

Line Amperage Per Luminaire (from draw)	208	240	277	300	480
Single Phase Voltage	100	109	109	109	100
1500 watt MZ	8.6	8.3	7.5	6.5	5.1
					4.7



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 By: Daniel Lohman
 File # / Date: 186781D 21-Jun-18
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Pole locations (⊕) dimensions are relative to 0,0 reference point(s) (⊗)



D. CONTROLS AND MONITORING





Control System Summary

Project Specific Notes:

Existing Controls from Project #128679
 S1 will be used for Pole C10.
 S3 will be used for Pole A9.
 New A7 (1) 30amp Contactors
 New A8 (2) 30amp Contactors

Materials Checklist

Contractor/Customer Supplied:

- A single control circuit must be supplied per distribution panel location.
 - If the control voltage is NOT available, a control transformer is required.
- Electrical distribution panel to provide overcurrent protection for circuits
 - Thermal/Magnetic circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- Wiring (if applicable):
 - Dedicated control power circuit
 - Power circuit to and from lighting contactors
 - Insulated equipment grounding conductor (per circuit)
 - Multi-Watt™ control power circuit from control cabinet to electrical components enclosures
 - Harnesses for cabinets at remote locations
 - Lightning ground protection (per pole), if not Musco supplied.
- Electrical conduit wireway system
 - Entrance hubs rated NEMA 4: must be die-cast zinc, PVC, or copper-free die-cast aluminum
- Mounting hardware for cabinets
- Control circuit lock-on device to prevent unauthorized power interruption to control power
- Anti-corrosion compound to apply to ends of wire, if necessary

Call Control-Link Central™ operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation.

Note: Activation may take up to 1 1/2 hours

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Project Information

Project #:	186781
Project Name:	Freedom Park Pony Upgrade
Date:	12/18/18
Project Engineer:	CTemaat
Sales Representative:	Mike Marchetti
Control System Type:	Control and Monitoring
Communication Type:	Digital Cellular
Scan:	128679Prod
Document ID:	186781P1V2-1218110710
Distribution Panel Location or ID:	Baseball
Total # of Distribution Panel Locations for Project:	1
Design Voltage/Hertz/Phase:	480/60/3
Control Voltage:	120

Equipment Listing

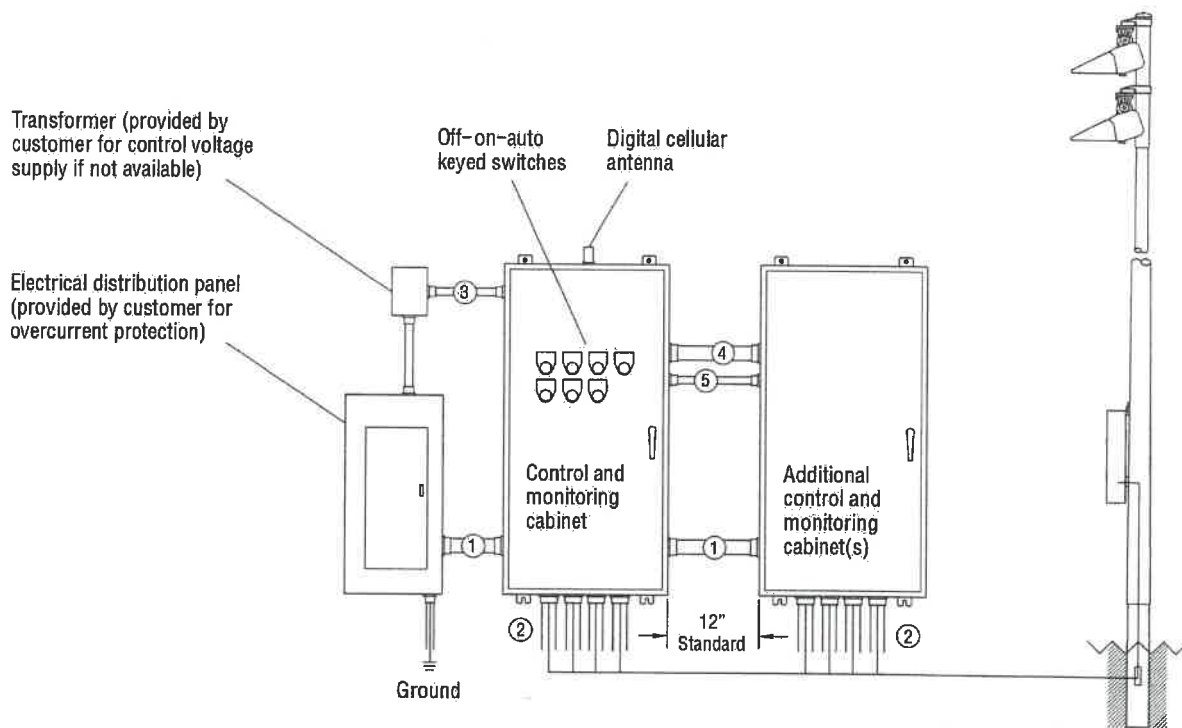
DESCRIPTION	APPROXIMATE SIZE	
1.Control and Monitoring Cabinet	24 X 72	
2.Control and Monitoring Cabinet	24 X 72	
3.Control and Monitoring Cabinet	24 X 48	
	QTY	SIZE
Total Contactors	29	30 AMP
Total Off/On/Auto Switches:	7	

IMPORTANT NOTES

1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are UL 100% rated for the published continuous load. All contactors are 3 pole.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. A single control circuit must be supplied per control system.
6. Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements

Control-Link. Control and Monitoring System



Wire	Description	# of Wires	Typ. Wire Size (AWG)	Max. Wire Length (FT)	Wire from Musco	Notes
1	Line power to contactors, and equipment grounding conductor	Note A	Note B	27	No	A - E
2	Load power to lighting circuits, and equipment grounding conductor	Note A	Note B	N/A	No	A - D
3	Control power (dedicated, 20A)	3	12	N/A	No	C, D
4	Control harnesses	Note F	--	8*	Yes*	C, D, F
5	Communication cable (RS-485)	1	--	8*	Yes*	C, D

- Notes:
- A. See voltage and phasing per the notes on cover page.
 - B. Calculate per load and voltage drop.
 - C. Minimum conduit diameter.
 - a. Wire 4 requires 2" (for connector ends to pass through).
 - b. Wire 5 requires 1" (for connector ends to pass through).
 - c. All other conduit diameters should be per code.
 - D. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.
 - E. Contact Musco if maximum wire length from circuit breaker to contactor exceeds value in chart.
 - F. Number of wires = 6 power wires + 2 wires per zone (see circuit summary by zone chart for the number of zones).

IMPORTANT: Communication wire (5) must be in separate conduit from any AC power wires (1, 2, 3, 4). Control wires (3, 4) must be in separate conduit from line and load power wires (1, 2).

*Musco supplied wire harnesses are provided in standard 8-foot lengths.

R60-33-00_D



Control System Summary

Freedom Park Pony Upgrade / 186781 - 128679Prod
Baseball - Page 3 of 6

SWITCHING SCHEDULE

Field/Zone Description	Zones
Field #1	1
Field #2	2
Field #3	3
Field #4	4
Field #5	5
Field #6	6
Field #7	7

CONTROL POWER CONSUMPTION	
120V Single Phase	
VA loading of Musco Supplied Equipment	INRUSH: 7723.0
	SEALED: 874.8

BALLAST SPECIFICATIONS .90 Minimum Power Factor	VOLTAGE: 480v THREE PHASE						
	208	220	240	277	347	380	480
BALLAST OPERATING VOLTAGE							
1500 Watt Metal Halide Lamp Operating line amperage per fixture- maximum	8.6	8.3	7.5	6.5	5.1	4.7	3.7
1000 Watt Metal Halide Lamp Operating line amperage per fixture- maximum	6.5	6.4	5.8	4.9	4.0	3.6	2.9

CIRCUIT SUMMARY BY ZONE

POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
A1	Field #1	2	3.7	30	C1	1
A2	Field #1	2	7.4	30	C2	1
B1	Field #1	4	11.1	30	C3	1
B2	Field #1	4	11.1	30	C4	1
C1	Field #1	6	14.8	30	C5	1
C2	Field #1	5	14.8	30	C6	1
A2	Field #2	2	7.4	30	C7	2
A3	Field #2	2	7.4	30	C8	2
B2	Field #2	4	11.1	30	C9	2
B3	Field #2	5	14.8	30	C10	2
C3	Field #2	5	14.8	30	C11	2
C4	Field #2	6	14.8	30	C12	2
A1	Field #3	3	7.4	30	C13	3
A3	Field #3	5	14.8	30	C14	3
A4	Field #3	3	7.4	30	C15	3
B3	Field #3	4	11.1	30	C16	3
B4	Field #3	7	18.5	30	C17	3
C5	Field #4	9	22.2	30	C18	4
C6	Field #4	12	29.6	30	C19	4
C10	Field #5	6	14.8	30	C20	5
S2	Field #5	3	7.4	30	C21	5
A9	Field #5	5	14.8	30	C22	5
S4	Field #5	3	7.4	30	C23	5
S5	Field #5	6	14.8	30	C24	5
C2	Field #6	7	18.5	30	C25	6
C3	Field #6	7	18.5	30	C26	6
A7	Field #7	1	1.0	30	C27	7

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Control System Summary

Freedom Park Pony Upgrade / 186781 - 128679Prod
Baseball - Page 4 of 6

CIRCUIT SUMMARY BY ZONE						
POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
A8	Field #7	1	1.0	30	C28	7
A8	Field #7	1	1.0	30	C29	7



Control System Summary

Freedom Park Pony Upgrade / 186781 - 128679Prod
Baseball - Page 5 of 6

PANEL SUMMARY						
CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)
1	1	C1	Pole A1	3.70		
1	1	C2	Pole A2	7.40		
1	1	C3	Pole B1	11.10		
1	1	C4	Pole B2	11.10		
1	1	C5	Pole C1	14.80		
1	1	C6	Pole C2	14.80		
1	1	C7	Pole A2	7.40		
1	1	C8	Pole A3	7.40		
1	1	C9	Pole B2	11.10		
1	1	C10	Pole B3	14.80		
1	1	C11	Pole C3	14.80		
1	1	C12	Pole C4	14.80		
2	1	C13	Pole A1	7.40		
2	1	C14	Pole A3	14.80		
2	1	C15	Pole A4	7.40		
2	1	C16	Pole B3	11.10		
2	1	C17	Pole B4	18.50		
2	1	C18	Pole C5	22.20		
2	1	C19	Pole C6	29.60		
2	1	C20	Pole C10	14.80		
2	1	C21	Pole S2	7.40		
2	1	C22	Pole A9	14.80		
2	1	C23	Pole S4	7.40		
2	1	C24	Pole S5	14.80		
3	1	C25	Pole C2	18.50		
3	1	C26	Pole C3	18.50		
3	1	C27	Pole A7	1.00		
3	1	C28	Pole A8	1.00		
3	1	C29	Pole A8	1.00		

ZONE SCHEDULE				
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 1	1	Field #1	A1	C1
			A2	C2
			B1	C3
			B2	C4
			C1	C5
			C2	C6
Zone 2	2	Field #2	A2	C7
			A3	C8
			B2	C9
			B3	C10
			C3	C11
			C4	C12

CONTINUED ON NEXT PAGE



Control System Summary

Freedom Park Pony Upgrade / 186781 - 128679Prod
Baseball - Page 6 of 6

ZONE SCHEDULE				
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 3	3	Field #3	A1	C13
			A3	C14
			A4	C15
			B3	C16
			B4	C17
Zone 4	4	Field #4	C5	C18
			C6	C19
Zone 5	5	Field #5	C10	C20
			S2	C21
			A9	C22
			S4	C23
			S5	C24
Zone 6	6	Field #6	C2	C25
			C3	C26
Zone 7	7	Field #7	A7	C27
			A8	C28
			A8	C29



E. STRUCTURAL INFORMATION



**POLE FOUNDATION SCHEDULE
(SEE LIGHT POLE FOUNDATION DETAIL)**

LOCATION MARK	TYPE	ASD GROUNDLINE FORCES (MAXIMUM)			C.I.P. DEEP FOUNDATION				PRECAST BASE
		MOMENT (M) KIP-FT	SHEAR (V) KIPS	VERTICAL (P) KIPS *	DIAMETER INCHES	EMBEDMENT FEET	VERTICAL REINFORCING (ASTM A615 GR 60)	HOOP TIE SIZE & SPACING (ASTM A615 GR 60)	EMBEDMENT FEET
A7, A9	LSS60-AA	29,250	0.886	0.925	36"	11'-6"	8-#8	#4 @ 6" O.C. TOP 9'-0" & #4 @ 12" O.C. BELOW	10'-0"
C10	LSS60-A	39,980	1.073	1.285	36"	11'-6"	8-#8	#4 @ 6" O.C. TOP 9'-0" & #4 @ 12" O.C. BELOW	10'-0"
AB	LSS60-A	35,110	1.002	1.375	36"	11'-6"	8-#8	#4 @ 6" O.C. TOP 9'-0" & #4 @ 12" O.C. BELOW	10'-0"

* VERTICAL FORCE DOES NOT INCLUDE WEIGHT OF PRECAST BASE. VERTICAL (P) LOAD IS THE DRESSED POLE WEIGHT FOR ERECTION PURPOSES.

PRECAST BASE IDENTIFICATION

PRECAST BASE TYPE	WEIGHT LBS	OVERALL LENGTH FEET	HEIGHT ABOVE GRADE FEET	EMBEDMENT IN C.I.P. DEEP FOUNDATION FEET	OUTSIDE DIAMETER INCHES
2B	1,840	17'-3"	7'-3"	10'-0"	12.00"

POLE IDENTIFICATION

LOCATION MARK	POLE TYPE	PRECAST BASE TYPE	FIXTURE CONFIGURATION (MAX # OF FIXTURES PER CROSSARM)	FIXTURE EPA (MAXIMUM)
A7, A9	LSS60-AA	2B	3	5.4
C10	LSS60-A	2B	5	11.0
AB			6(3/3)	7.65

FIXTURE: EPA = 2.2 50-FT MAX & WEIGHT = 40 LBS, PER MUSCO LIGHTING, INC.

GENERAL NOTES

ALL CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO THE CALIFORNIA BUILDING CODE, 2016 EDITION.

WIND- ASCE 7-10, Vult = 110 MPH (EXPOSURE C); Vwind = 85 MPH (EXPOSURE C), RISK CATEGORY II

SEISMIC - SS=2.505, S1=0.884, SDS=1.870, SD1=0.884; RISK CATEGORY=II; I=1.0; SITE CLASS-D, R1.5; SEISMIC DESIGN CATEGORY-E

SEISMIC-FORCE-RESISTING-SYSTEM-AND-BUILDING-STRUCTURE NOT SIMILAR TO BUILDINGS; ANALYSIS PROCEDURE-EQUIVALENT LATERAL FORCE PROCEDURE.

REFERENCE POLE LOCATION DRAWING FOR ACTUAL POLE PLACEMENT AND SITE LOCATION.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION PROCEDURES AND SAFETY CONDITIONS AT THE JOB SITE.

SOIL DESIGN PARAMETERS

REFERENCE GEOTECHNICAL ENGINEERING INVESTIGATION PREPARED BY EARTH SYSTEMS SOUTHERN CALIFORNIA DATED SEPTEMBER 14, 2011; PROJECT NO.: 17-2508-01, AND ADDENDUM LETTER DATED SEPTEMBER 14, 2018; PROJECT NO.: 302555-001; REPORT NO.: 18-9-52.

ALLOWABLE VERTICAL BEARING SOIL PRESSURE, SKIN FRICTION TOP 10'-0" EQUAL TO 11D+50 (D IS DEPTH IN FEET); 200 PSF BELOW 10'-0".

ALLOWABLE LATERAL PASSIVE SOIL BEARING PRESSURE: 160 PSF/FT (ABOVE GROUND WATER); 80 PSF/FT (BELOW GROUND WATER).

A REPRESENTATIVE OF EARTH SYSTEMS SOUTHERN CALIFORNIA SHOULD BE AVAILABLE AT THE TIME OF THE FOUNDATION INSTALLATION TO VERIFY THE SOIL DESIGN PARAMETERS AND TO PROVIDE ASSISTANCE IF ANY PROBLEMS ARISE IN FOUNDATION INSTALLATION.

ENCOUNTERING SOIL FORMATIONS THAT WILL REQUIRE SPECIAL DESIGN CONSIDERATIONS OR EXCAVATION PROCEDURES, ANY POLE FOUNDATIONS MAY NEED TO BE REALIZED ACCORDING TO THE SOIL CONDITIONS THAT EXIST.

IF ANY DISCREPANCIES OR INCONSISTENCIES ARISE, NOTIFY THE ENGINEER OF SUCH DISCREPANCIES. FOUNDATIONS WILL THEN BE REVISED ACCORDINGLY.

ALL EXCAVATIONS MUST BE FREE OF LOOSE SOIL AND DEBRIS PRIOR TO FOUNDATION INSTALLATION AND PLACEMENT OF CONCRETE BACKFILL. SPECIAL CARE MUST BE TAKEN TO PREVENT SOIL OR AS APPROVED BY A GEOTECHNICAL ENGINEER.

ALL EXCAVATIONS MUST BE FREE OF WATER OR CONCRETE SHALL BE PLACED WITH A TREMIE PIPE IN ACCORDANCE WITH ACI STANDARD 308. CONCRETE PLACED BY THE TREMIE METHOD SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1,000 PSI GREATER THAN REQUIRED UNDER CONCRETE BACKFILL BELOW.

CONCRETE BACKFILL

CONCRETE PIER FOUNDATIONS WITH STEEL REINFORCEMENT SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH AT 28 DAYS OF 3,000 PSI. SEE STATEMENT OF SPECIAL INSPECTIONS REQUIRED.

CONCRETE BACKFILL SHALL ATTAIN A MINIMUM STRENGTH OF 2,500 PSI PRIOR TO STEEL POLE ERECTION.

USE TYPE I/IV PORTLAND CEMENT OR AS RECOMMENDED BY THE ENGINEER.

MIX IN CONFORMANCE WITH ASTM C-94

AGGREGATES PER ASTM C-33, (1" MAX AGG. SIZE), 3/8" MAX AGG. SIZE ACCEPTABLE WHERE PUMP MIXES ARE USED UNREINFORCED CONCRETE BACKFILL.

PLACE CONCRETE IMMEDIATELY AFTER COMPLETION OF EXCAVATION AND INSPECTION BY THE GEOTECHNICAL ENGINEER. NO EXCAVATIONS SHALL BE LEFT UNPROTECTED OR OPEN OVERNIGHT.

CONCRETE SHALL BE PLACED IN ONE CONTINUOUS OPERATION (NO CONSTRUCTION JOINTS TO BE MADE WITHIN FOUNDATION), WITH A MINIMUM DROPPAL OF 5 FT AND TO PREVENT CONCRETE FROM STRIKING THE SIDES OF THE EXCAVATION. VIBRATE TOP 5 FT.

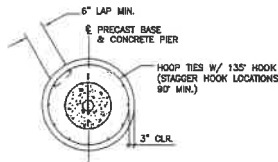
MISCELLANEOUS

FIXTURES MUST BE LOCATED TO MAINTAIN 10'-0" MINIMUM HORIZONTAL CLEARANCE FROM ANY OBSTRUCTION.

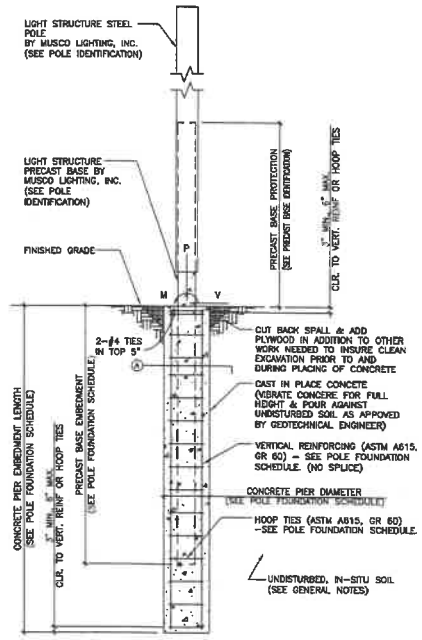
POLES, FIXTURES, PRECAST BASES, ELECTRICAL ITEMS, PLATFORMS, SPECIFICATIONS, AND INSTALLATION PER MUSCO LIGHTING, INC.

POLE SUPPORT FOUNDATION	MUSCO LIGHTING, INC. 2107 STEWART ROAD MUSCATINE, IOWA 52761 MUSCO No. 1867B1	DATE 09/25/18
FREEDOM PARK PONY UPGRADE CAMARILLO, CA	KNA STRUCTURAL ENGINEERS 9931 MUIRLANDS BLVD. IRVINE CA, 92618 KNA No. 363.392	SHEET C1 OF 2





SECTION A
SCALE: NO SCALE



LIGHT POLE FOUNDATION DETAIL
SCALE: NO SCALE

STATEMENT OF SPECIAL INSPECTIONS*		
ITEM	CONTINUOUS/PERIODIC	SCOPE
1. PIER FOUNDATIONS	CONTINUOUS	INSPECT INSTALLATION OF DRILLED PIER FOUNDATIONS. VERIFY DIAMETER, EMBEDMENT DEPTHS AS SCHEDULED, DEPTHS OF FILL, AND BEARING STRATA.
2. CONCRETE MIX DESIGN	PERIODIC	REVIEW CONCRETE BATCH TICKETS AND VERIFY COMPLIANCE WITH APPROVED MIX DESIGN.
3. CONCRETE PLACEMENT	CONTINUOUS	INSPECT PLACEMENT OF CONCRETE FOR PROPER APPLICATION TECHNIQUES. VERIFY THAT CONCRETE CONVEYANCE AND DEPOSITING AVOIDS SEGREGATION OR CONTAMINATION. VERIFY THAT CONCRETE IS PROPERLY CONSOLIDATED.
4. SAMPLING AND TESTING OF CONCRETE	CONTINUOUS	AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE TEMPERATURE OF CONCRETE.
5. CRETEX PRECAST/PRESTRESSED CONCRETE BASES	(PCI CERTIFIED)	FABRICATOR EXEMPT.** REFERENCE ICC ESR-3765
6. STRUCTURAL STEEL	(L.A. CITY APPROVED)	FABRICATOR EXEMPT.** REVIEW CERTIFIED MILL TESTS REPORTS AND IDENTIFICATION MARKINGS.

* The Special Inspector shall be a qualified person who shall demonstrate competence to the satisfaction of the Building Official for inspection of the particular type of construction or operation requiring special inspection.
 **Special inspections shall not be required when the work is done on the premises of a fabricator registered and approved by the City to perform such work without special inspection.



POLE SUPPORT FOUNDATION	MUSCO LIGHTING, INC. 2107 STEWART ROAD MUSCATINE, IOWA 52761 MUSCO No. 186781	DATE 09/25/18
FREEDOM PARK PONY UPGRADE CAMARILLO, CA	KNA STRUCTURAL ENGINEERS 9931 MUIRLANDS BLVD. IRVINE CA, 92618 KNA No. 363.392	SHEET C2 OF 2



F. WARRANTY





Musco Constant 10™

10-Year Product Assurance & Warranty Program

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 10 years, or until maximum hours of coverage have accumulated, whichever comes first. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light

Average illumination levels are guaranteed as described in the Project Details on the following page. Musco will electronically monitor luminaire operation and operating hours, and will group re-lamp if applicable.

Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted. If actual usage exceeds the maximum hours of coverage, the customer will be required to pay an additional fee in order to maintain the warranty to the end of 10 years.

Energy Consumption

Average and maximum energy consumptions for your lighting system are guaranteed.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and lamp outages. If fixture outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax, or email. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Structural Integrity

Your project has been designed to CBC, 2016, 110mph, Exposure C
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty (Exhibit C) and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 10 year period.

- Page 1 of 3 -



Musco Constant 10™

10-Year Product Assurance & Warranty Program

Project Details

Project Name: Freedom Park Pony Upgrade Project Number: 186781

Owner: Pleasant Valley Recreation and Park District City: Camarillo State: CA

Covered Product(s): Light-Structure System™ SportsCluster® System: (30) 1500W MHZ Lamps

Date Issued: Date of Shipment

Expiration: Date of Shipment + 10 Years or maximum hours of coverage noted below, whichever occurs first

Total Average kW per hour: 60.9 Total Maximum kW per hour: 66.3

Musco products and services are guaranteed to perform on your project as follows:

Field/Zone	Fixture Quantity	Lamp Type	Average Target Light Level	Uniformity Max/Min	Total Relamps Included	Estimated Annual/10-Year Estimated Usage Hours	Maximum Hours of Coverage
Field #5	6	1500W MZ	NA	NA	NA	500 / 5,000	5,000
Field #6	3	1500W MZ	NA	NA	NA	500 / 5,000	5,000



Musco Constant 10™

10-Year Product Assurance & Warranty Program Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control – TLC for LED™ or Green Generation Lighting® with Control-Link®, and any additional Musco manufactured product as listed on page 2.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

- 1. Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
- 2. Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.
- 3. Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a non-threatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.
- 4. Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. Contract Limitations:

- a. EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
 - b. Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
 - c.** For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.
 - d.** Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.
 - e. Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state of federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.
- 6. Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
 - 7. Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
 - 8. Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Musco's Controls & Lighting Services Teams

UNEQUALED. ACCESSIBLE. KNOWLEDGABLE. ACCOUNTABLE.

Over 160 team members dedicated to operating and maintaining your sports lighting



Control-Link Central™ • (877) 347-3319
www.control-link.com • schedule@musco.com • FAX (800) 853-8847

- Staffed 24/7 with several easy ways to contact us
- Trained operators provide scheduling and reporting assistance and one-on-one phone training
- Conducts proactive nightly tests to assure your control system is operating properly, even when the lights aren't in use
- Easy access to field usage data
- Field operation monitoring

"We strive to provide a level of service where every customer reaches a live operator, rather than a voice mail system, when they call in. We can make your last minute schedule changes happen in just a few minutes."

— Mike Mason, Control-Link Manager



Lighting Services Team • (800) 825-6020
warranty@musco.com • FAX (888) 397-8736

- Trained technicians specializing in sports lighting provide field maintenance; warranty work, consulting, and temporary lighting
- Regionally based to effectively provide lighting services in every state plus a network of over 1800 contractors
- Ongoing field inspection program

"Our technicians have an unequalled expertise in sports lighting. With our field monitoring, we'll contact you within one business day of detecting a fixture outage on your field . . . often before you even know about it."

— Jeff McNulty, Director of Field Operations



Control-Link Central operators oversee the on/off control of over 22,000 fields each month and have experience with controlling over 4 million schedules per year.



Our lighting services team travels over 1 million miles each year. They inspect, fine tune, or provide yearly maintenance on more than 11,000 fields and supply temporary lighting for over 250 hours of live television broadcasts annually.



Each year, Musco technicians work atop a combined total of 318 miles of poles to ensure trouble-free operation for customers. That's the equivalent of climbing to the summit of Mount Everest . . . 58 times.

Specific funds are set aside to provide solid financial resources to fulfill the maintenance and warranty needs for every Musco Lighting project.

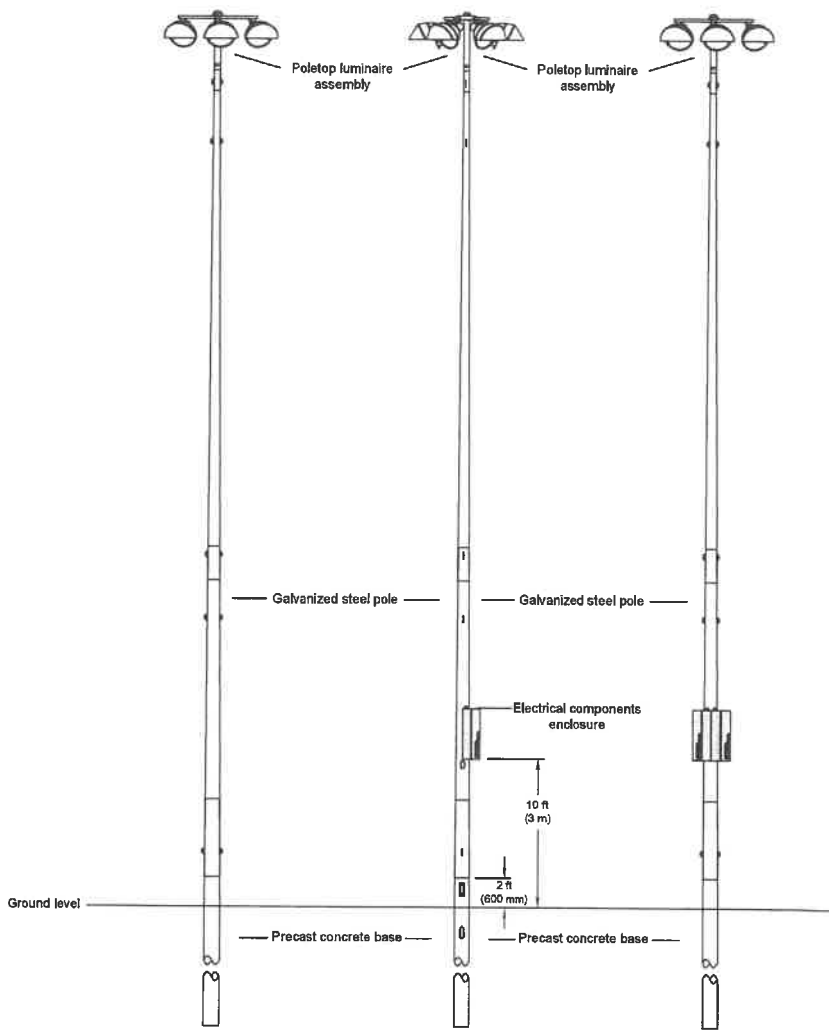
Musco Service ... We Make It Happen.®



G. PRODUCT INFORMATION




Musco Lighting is a registered provider of continuing education for the International Illumination Society (IIS). This program is approved for 1.00 CEU. For more information, please visit www.musco.com.



POLE(S): A8
 Musco 60FT Light-Structure System™ pole
 Green Generation™ luminaires
 (3) MUSCO HID 1500W Fixtures Front
 (3) MUSCO HID 1500W Fixtures Back

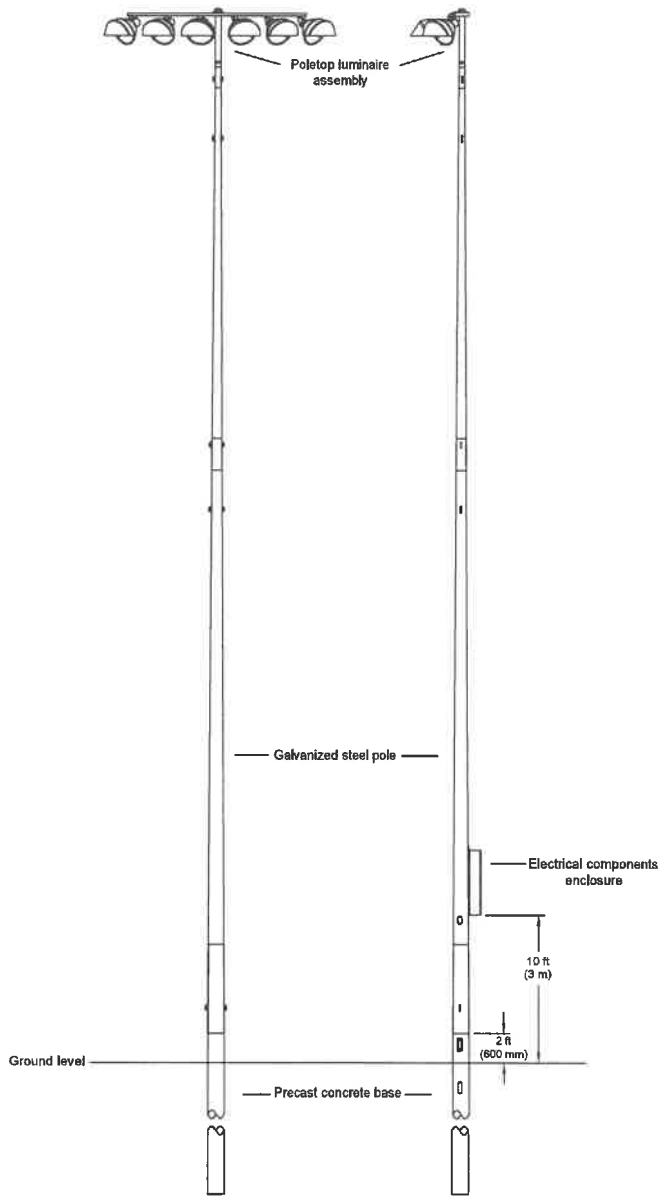
DATE:	12/18/2018
DESIGNED BY:	NTS
CHECKED BY:	NTS
PROJECT NUMBER:	186781P1
CLIENT:	186781P1

DATE:	BY:	R. L.	REVISIONS:


CORPORATE OFFICE:
 P.O. Box 808
 100 1st Avenue West
 Okaloosa, Iowa 52577
 +1-800-825-8020
 +1-541-875-0411

Freedom Park Pony Upgrade
 Camarillo, CA
 Pole Configuration Drawing **B**

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POLE(S): S5
 Existing 66' pole
 Green Generation™ luminaires
 (6) MUSCO HID 1500W Fixtures

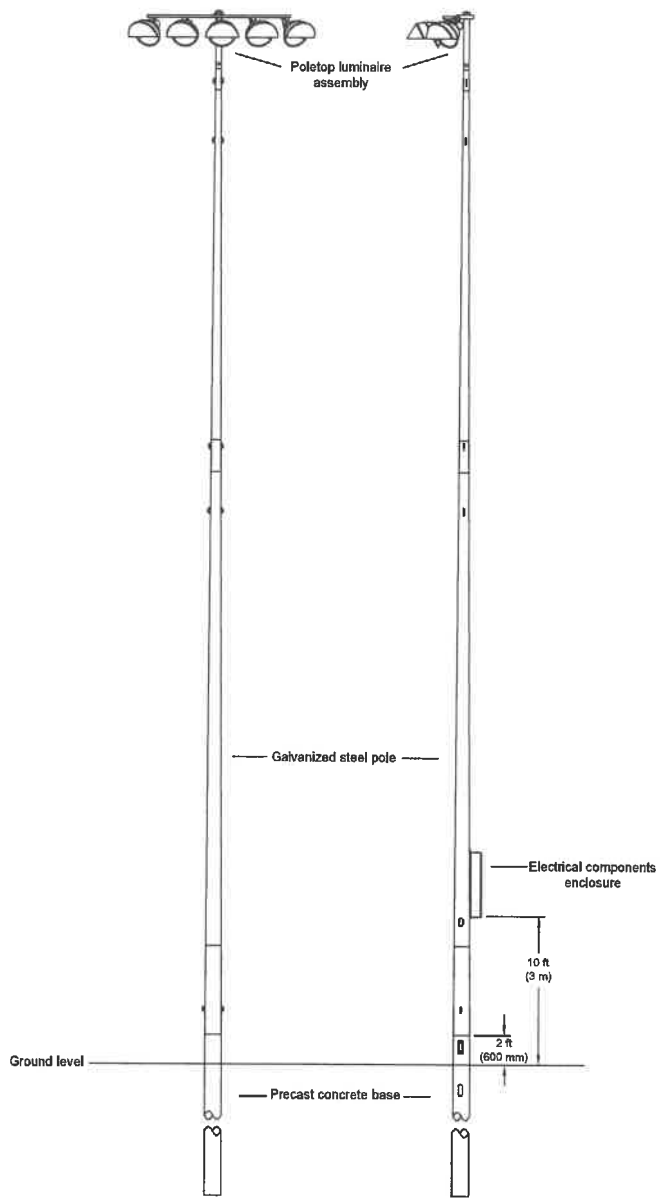
PROJECT NUMBER	DATE
186781P1	07/18/2018
DRAWN BY	SCALE
CTEMAAT	NTS
CHECKED BY	
NTS	

DATE:	BY:	R.L.	REVISIONS:


CORPORATE OFFICE:
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 100 1st Avenue West
 Oskaloosa, Iowa 52577
 +1-800-825-5020
 +1-641-675-0411

Freedom Park Pony Upgrade
 Camarillo, CA
 Pole Configuration Drawing **B**

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POLE(S): C6, S4
 Existing 66' pole
 Green Generation™ luminaires
 (5) MUSCO HID 1500W Fixtures

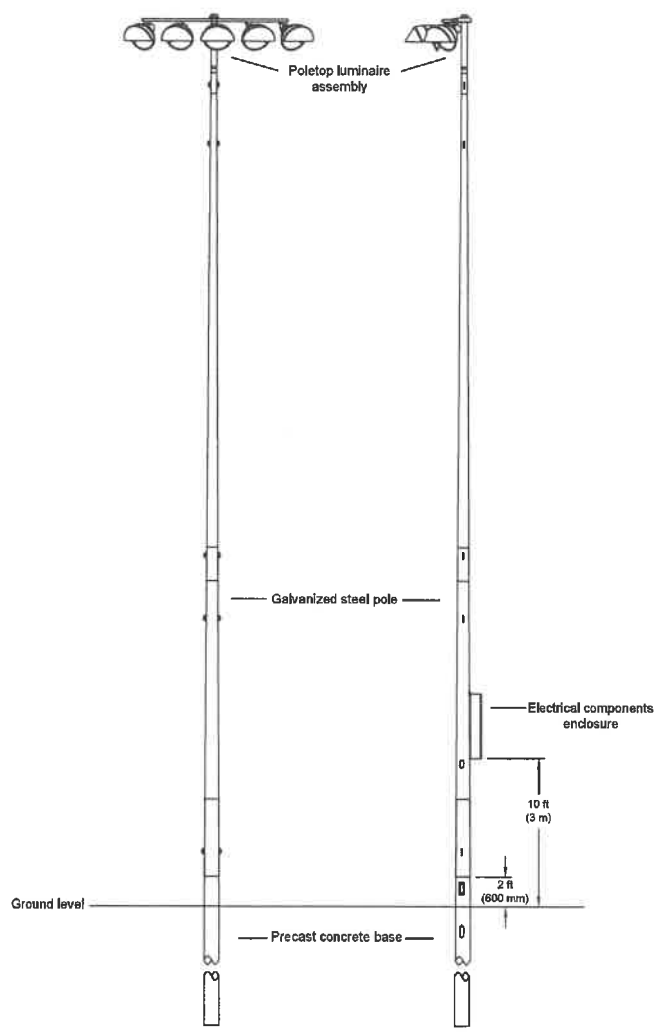
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 186781
 DRAWN BY:
 CLM/AMT
 SCALE:
 NTS
 DATE:
 12/18/2018
 DRAWING NUMBER:
 186781P1
 SHEET 3 OF 8

DATE:	BY:	R.L.	REVISIONS:


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 100 1st Avenue West
 Oakaloosa, Iowa 52577
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Freedom Park Pony Upgrade
 Camarillo, CA
 Pole Configuration Drawing B

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POLE(S): C10
 Musco 60FT Light-Structure System™ pole
 Green Generation™ luminaires
 (5) MUSCO HID 1500W Fixtures

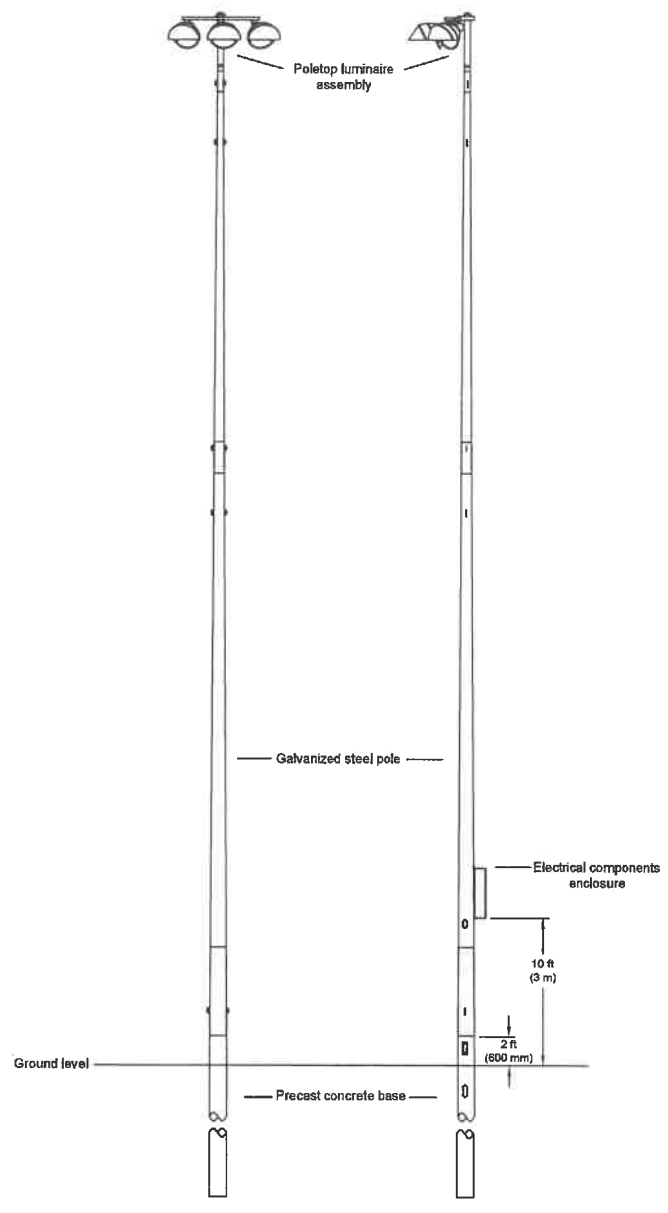
DATE: 2/18/2018 DRAWN BY: CTENMATT SCALE: NTS SHEET: 186781P1 OF 8 SHEETS

DATE:	BY:	REVISIONS:


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 100 1st Avenue West
 Oskaloosa, Iowa 52577
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Freedom Park Pony Upgrade
 Camarillo, CA
 Pole Configuration Drawing B

Musco Lighting, Inc. is the manufacturer of the luminaires shown on this drawing. The drawings are the property of Musco Lighting, Inc. and are not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Musco Lighting, Inc.



POLE(S): A-, S2
 Existing 66' pole
 Green Generation™ luminaires
 (3) MUSCO HID 1500W Fixtures

PROJECT NUMBER:	186781
DRAWING NO.:	NTS
DATE:	12/18/2018
DRAWN BY:	NTS
CHECKED BY:	NTS
DATE:	12/18/2018
PROJECT NUMBER:	186781P1

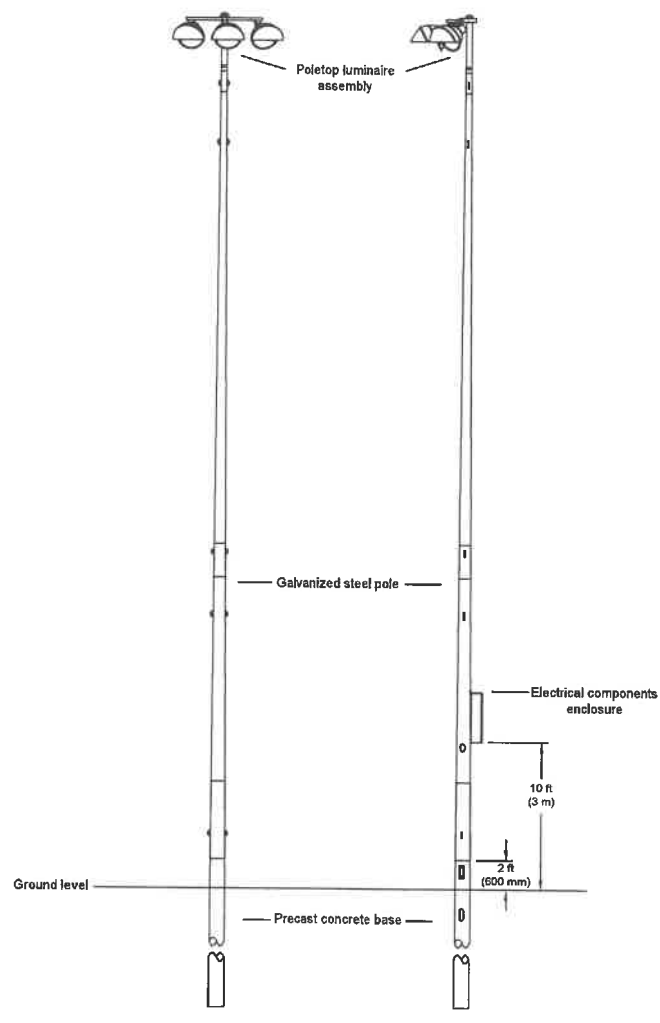
DATE:	BY:	R.L.	REVISIONS:


MUSCO
 Lighting

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 +1-561-873-3411

Freedom Park Pony Upgrade
 Camarillo, CA
 Pole Configuration Drawing **B**

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POLE(S): A7
 Musco 60FT Light-Structure System™ pole
 Green Generation™ luminaires
 (3) MUSCO HID 1500W Fixtures

Product number	186781
Drawing no.	CLEMANT
Scale	NTS
Date	12/18/2018
Drawing number	186781P1

DATE	BY	R.L.	REVISIONS:


MUSCO
 Lighting

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 +1-641-873-0411

Freedom Park Pony Upgrade
 Camarillo, CA
 Pole Configuration Drawing **B**

HID Light Source

5 Easy Pieces™

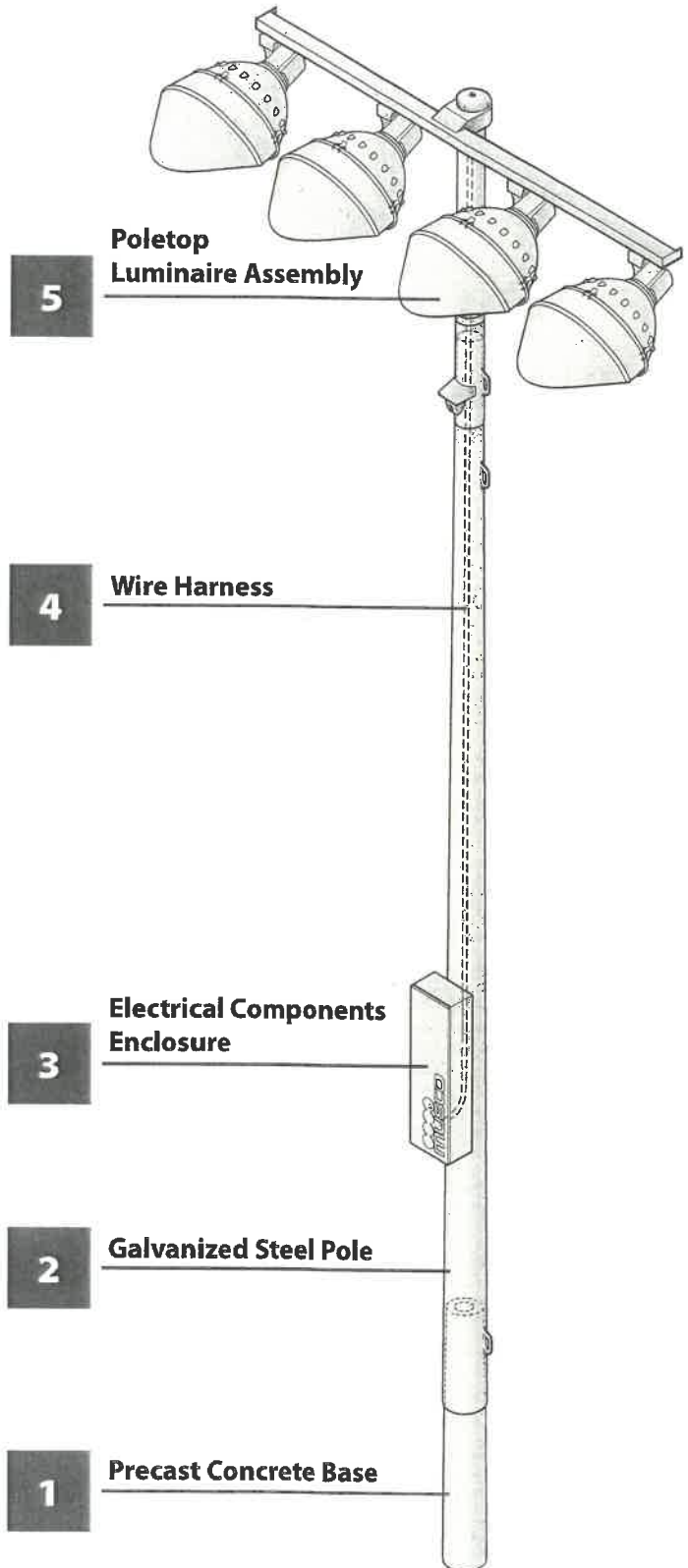
Complete System from Foundation to Poletop

Factory wired, aimed, and tested

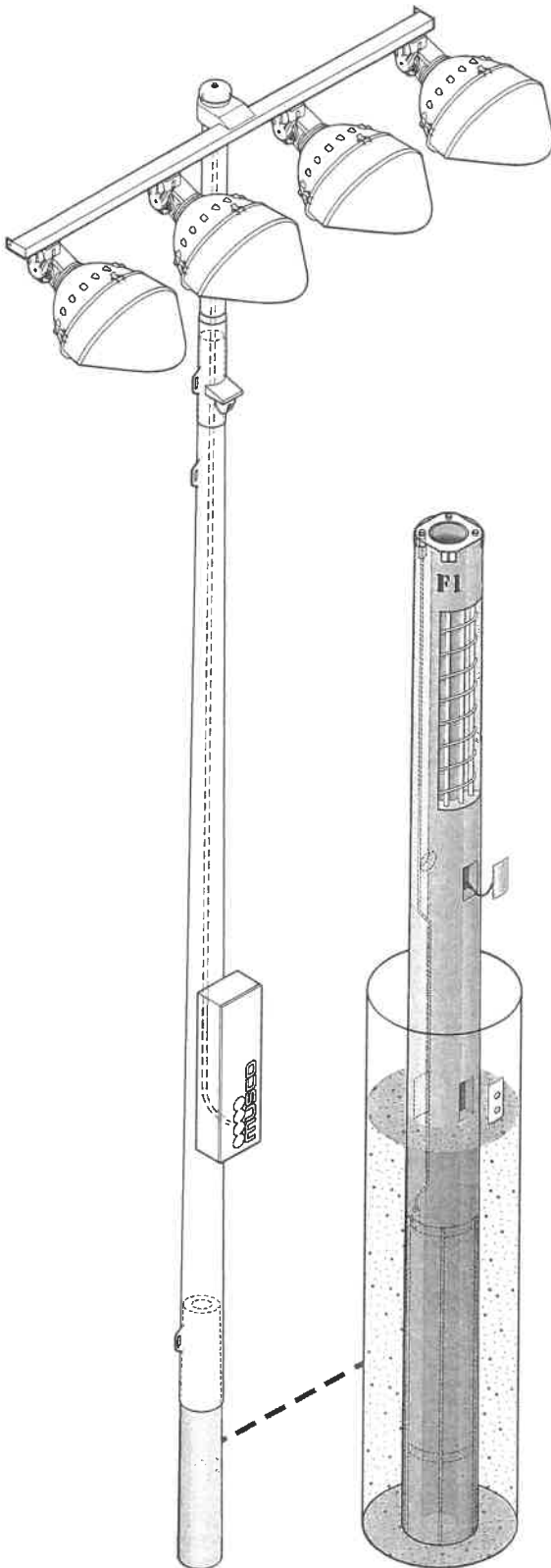
Fast, trouble-free installation

Comprehensive corrosion package

Integrated lightning ground



HID Light Source – Precast Concrete Base



Overview

The precast concrete base is set directly into the ground and backfilled with concrete. The base includes an integrated lightning ground system.

Features

Base

- Set pole on base in 24 hours
- Tapered upper section for slip-fit steel pole
- Access holes for wire entry
- Epoxy coated ends prevent water intrusion
- Lifting hole accepts load-rated steel rod provided by Musco

Integrated Lightning Ground System

- Complies with NFPA 780, UL 96A, and EN 62305 standards when installed per Musco installation instructions
- UL Listed, Class II Lightning Protection, file number E337467
- Tested up to 100 kA by independent laboratory
- Steel pole interfaces with integrated grounding system by means of the pole grounding connector
- 2/0 AWG (cross-sectional area of 67.4 mm²) grounding electrode conductor
- Concrete-encased grounding electrode, 20 ft (6.1 m) total length, ½ in (12.7 mm) diameter

Technical Specifications

Base dimensions vary. For measurements refer to project specific *Foundation and Pole Assembly* drawing.

Construction

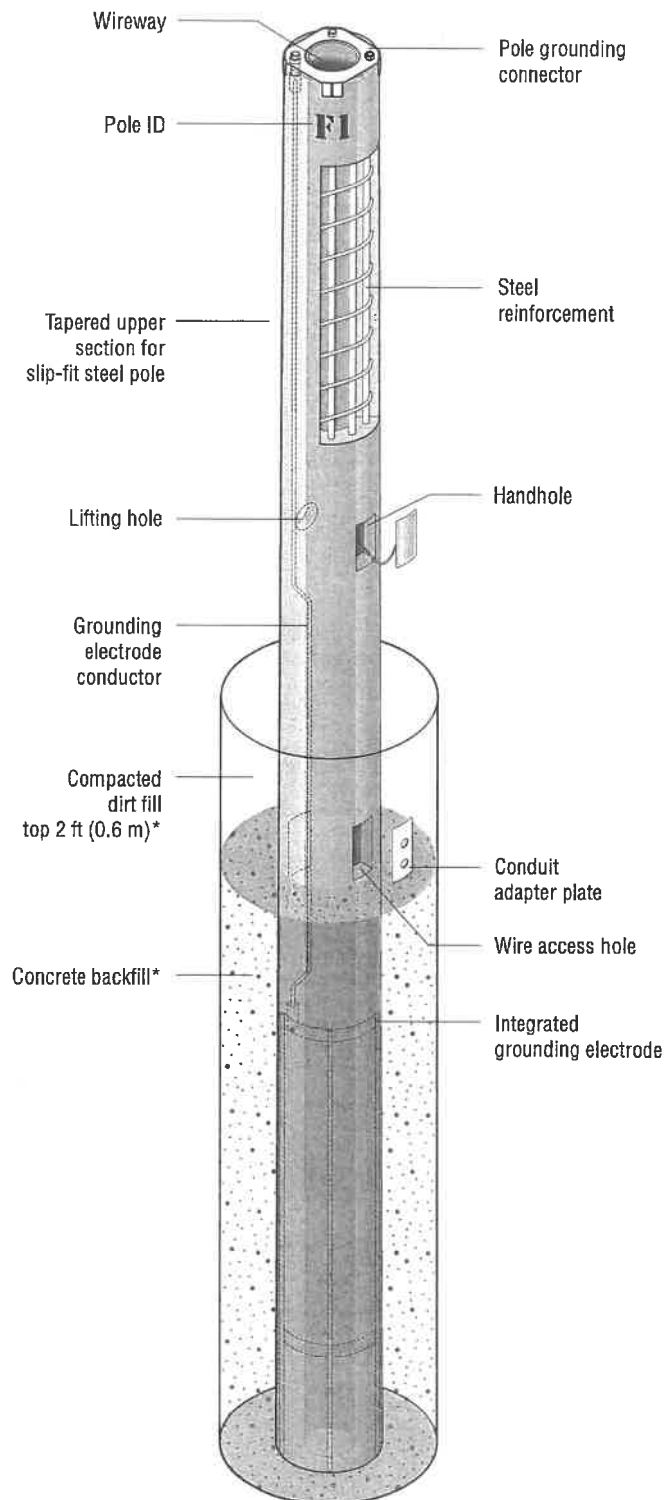
- Spun concrete construction
- Prestressed vertical strands and steel coil spiral for radial reinforcement throughout base
- Minimum design strength is 9500 lb/in² (65.5 MPa) at 28 days
- Meets ASTM C1804 design requirements

Quality Assurance Tests

- 28-day compressive strength
- Bending moment capacity
- Grounding system continuity

HID Light Source – Precast Concrete Base

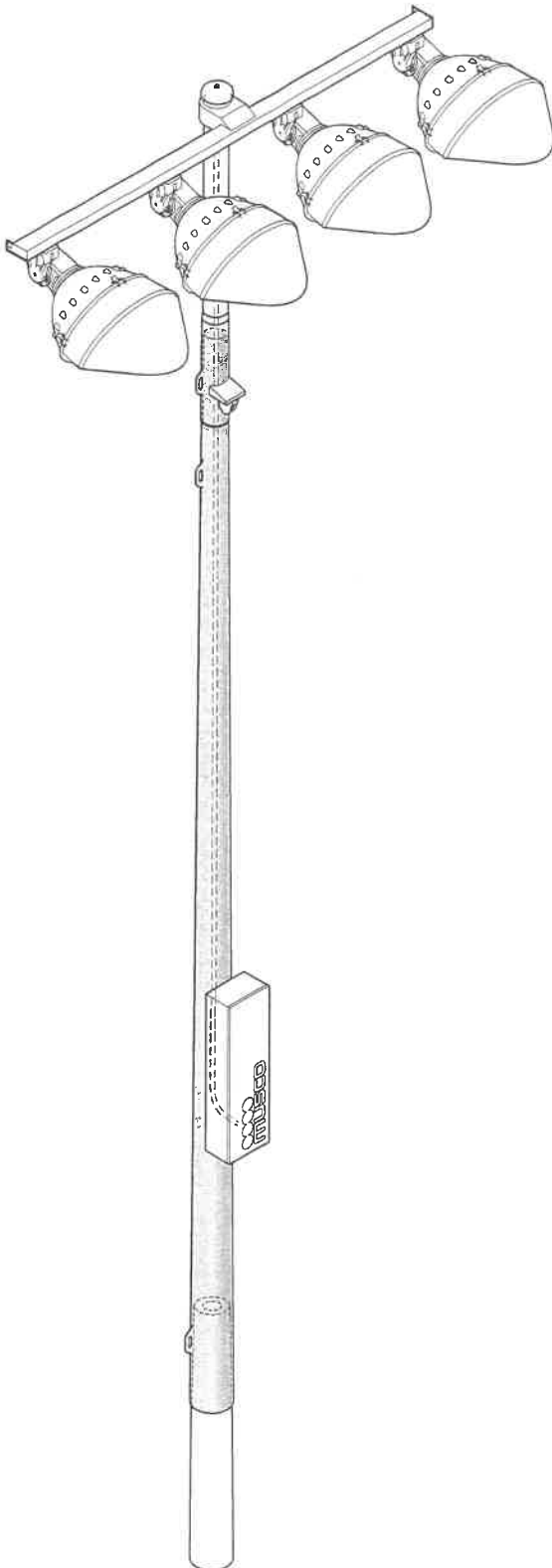
5 Easy Pieces™



*Standard pier foundation shown. Foundation and/or backfill may vary per alternate foundation design.

HID Light Source – Galvanized Steel Pole

5 Easy Pieces™



Overview

The galvanized steel pole is designed to slip-fit together with the precast concrete base and the poletop luminaire assembly.

Features

- Slip-fit connection allows pole assembly with come-alongs
- Built-in hardware for attaching electrical components enclosure
- Wire access from inside the pole (no exposed wiring or conduit)
- Shipped in sections for easier handling
- Labeled with pole identification for location on field

Technical Specifications

Pole dimensions vary. For measurements refer to project specific pole configuration drawing.

Construction

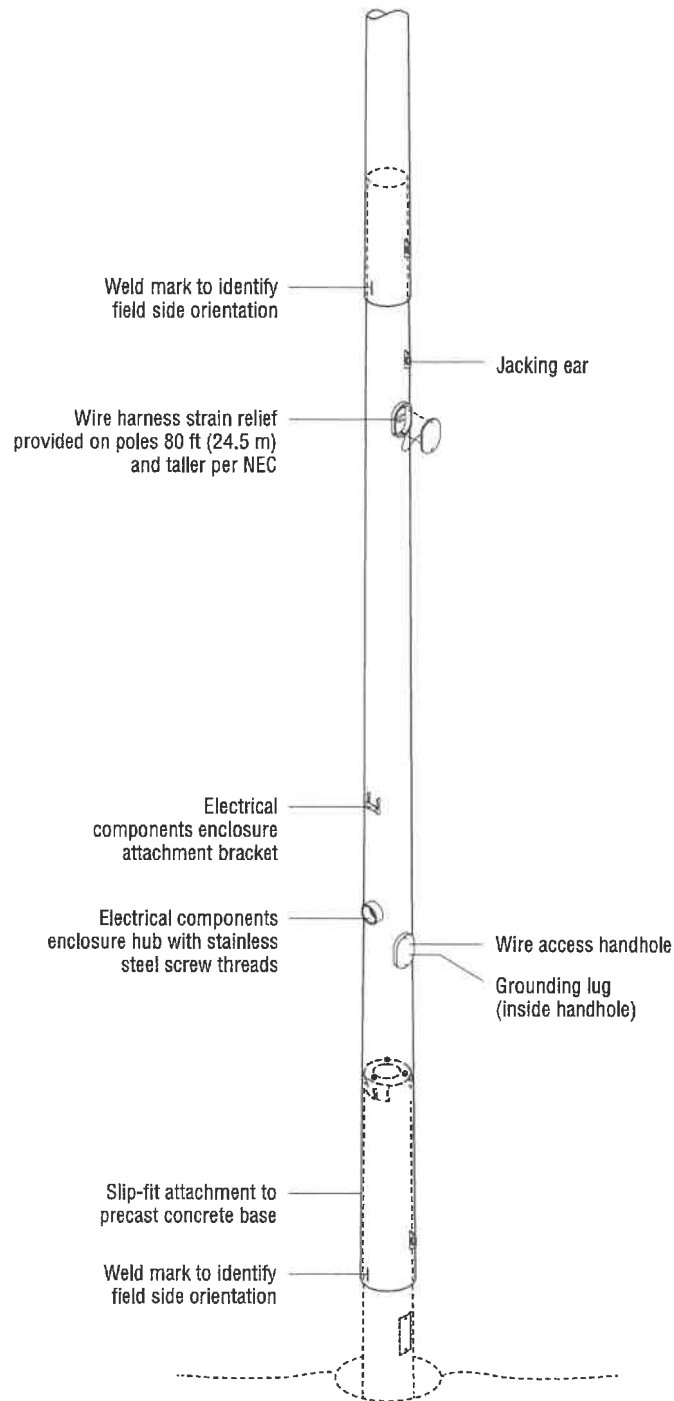
- Pole designs comply with all major building codes
- High strength, low alloy, tapered, round steel pole
- Hot-dip galvanizing inside and outside after fabrication meets ASTM-A123 and EN 1461 standards
- Conforms to AASHTO stress standards and BS EN 40-3-1
- Grounding lug—rated for aluminum (AL) or copper (CU) wiring
- Pole shipped in sections
- Stainless steel fasteners passivated and coated
- Material certifications are available

Quality Assurance Tests

- Bending stress
- Minimum galvanizing thickness
- Straightness measurement

HID Light Source – Galvanized Steel Pole

5 Easy Pieces™



HID Light Source – Electrical Components Enclosure

Overview

The electrical components enclosure contains all necessary equipment to operate luminaires. Built-in mounting hardware allows for easy attachment to the galvanized steel pole. Quick-connect plugs fasten to the wire harness.

Features

- Factory-built and tested as a unit
- Quick connect plug for easy field wiring
- Mounted 10 ft (3 m) above grade for servicing with ladder
- Labeled with pole identification and electrical information
- Luminaires individually fused and spare fuses supplied
- Wire access from inside the pole (no exposed wiring or conduit)
- Color coded wires and terminal blocks for phase wire distribution
- Disconnect per circuit
- Smart Lamp® control unit provides timed power adjustments

Technical Specifications

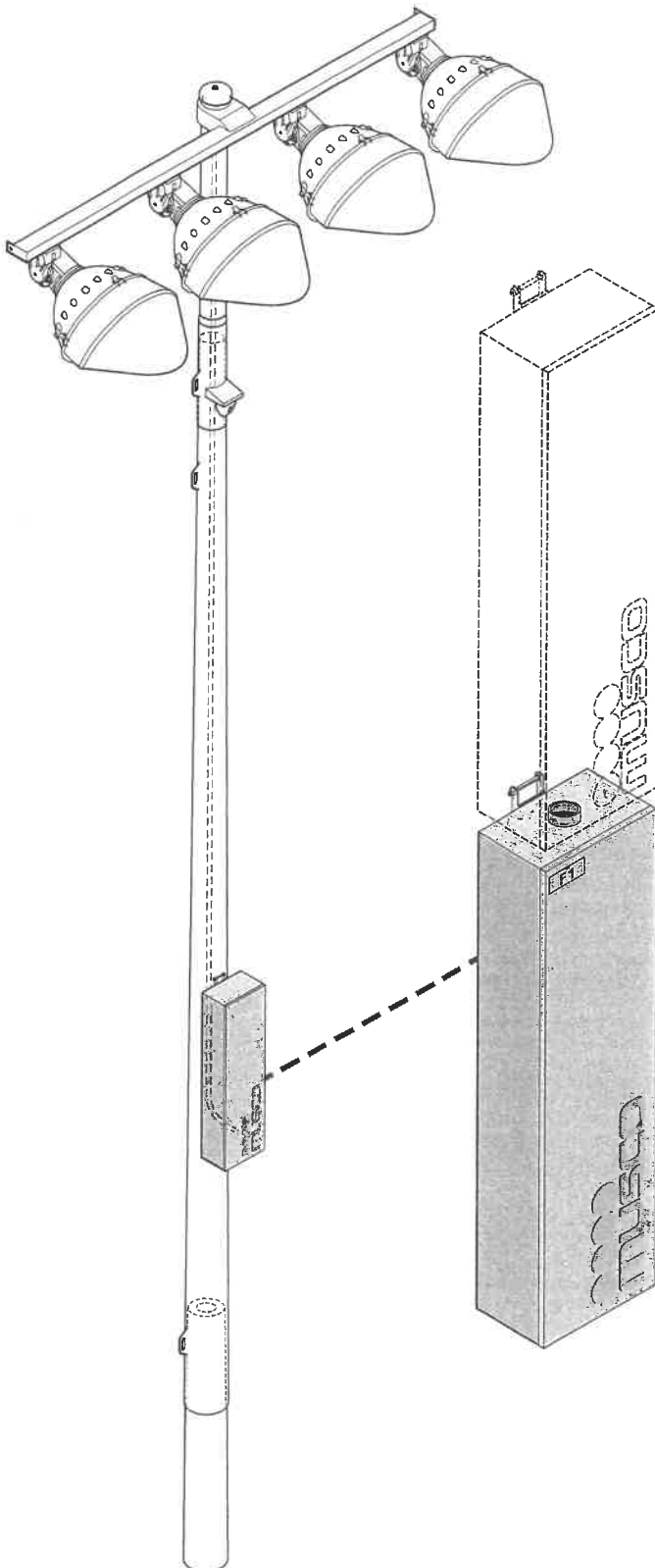
For amperage draws and circuitry refer to project-specific document.

Construction

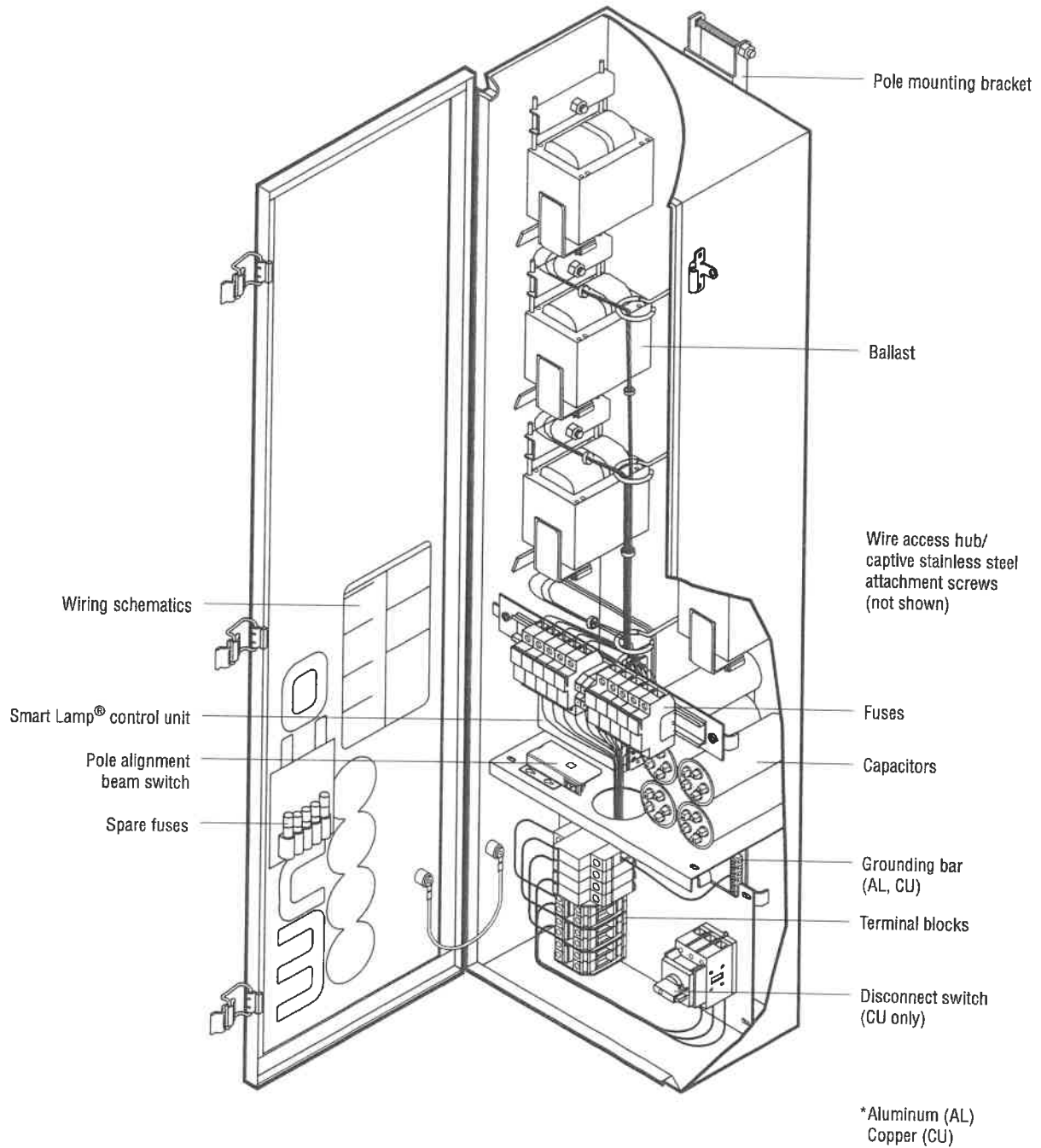
- 0.08 in (2 mm) thick, powder-coated aluminum
- Enclosure ratings: NEMA 3R, IP54
- Designed to operate in up to 55°C (131°F) ambient temperature
- Full length stainless steel hinge
- All stainless steel fasteners passivated and coated
- Meets IEC touchsafe standards
- Up to six ballasts per enclosure

Quality Assurance Tests

- Grounding continuity
- High potential dielectric withstand
- Ballast and capacitor operation (open-circuit voltage and short-circuit current)
- Full functionality test

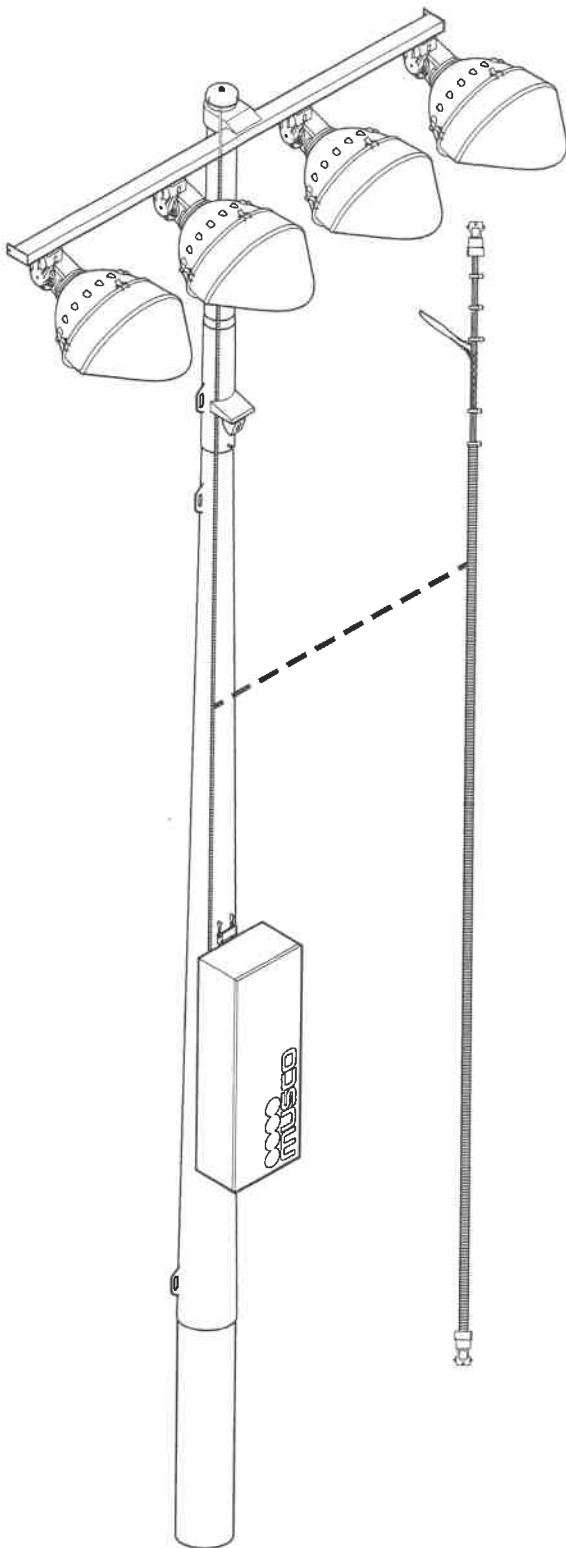


HID Light Source – Electrical Components Enclosure



HID Light Source – Wire Harness

5 Easy Pieces™



Overview

The factory-built wire harness connects the electrical components enclosure to the poletop luminaire assembly.

Features

- Factory-assembled support grip alleviates strain on connections
- Quick connect plugs for easy field wiring
- Spiral wound cable eliminates slippage
- Protective sleeve prevents wire damage
- All internal wiring, no exposed wires
- Labels identify pole and luminaires

Technical Specifications

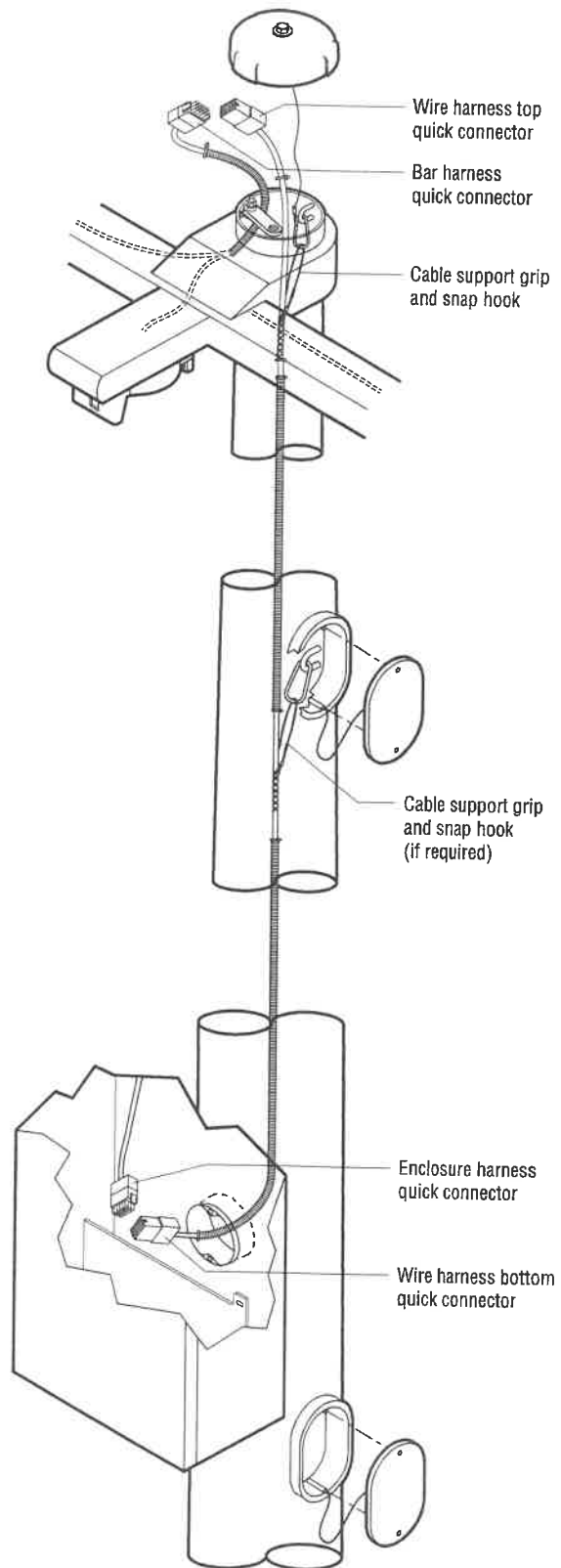
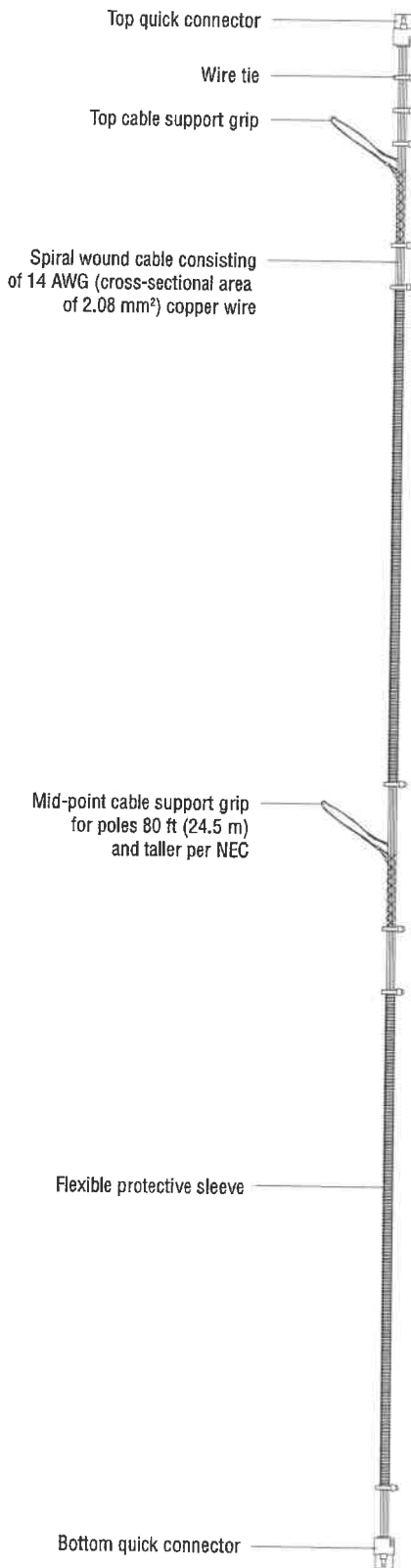
Construction

- Spiral wound, wrapped cable, 14 AWG (cross-sectional area of 2.08 mm²) copper wire
- Integral cable support grip
- Two wires per luminaire
- Each harness supports up to six luminaires

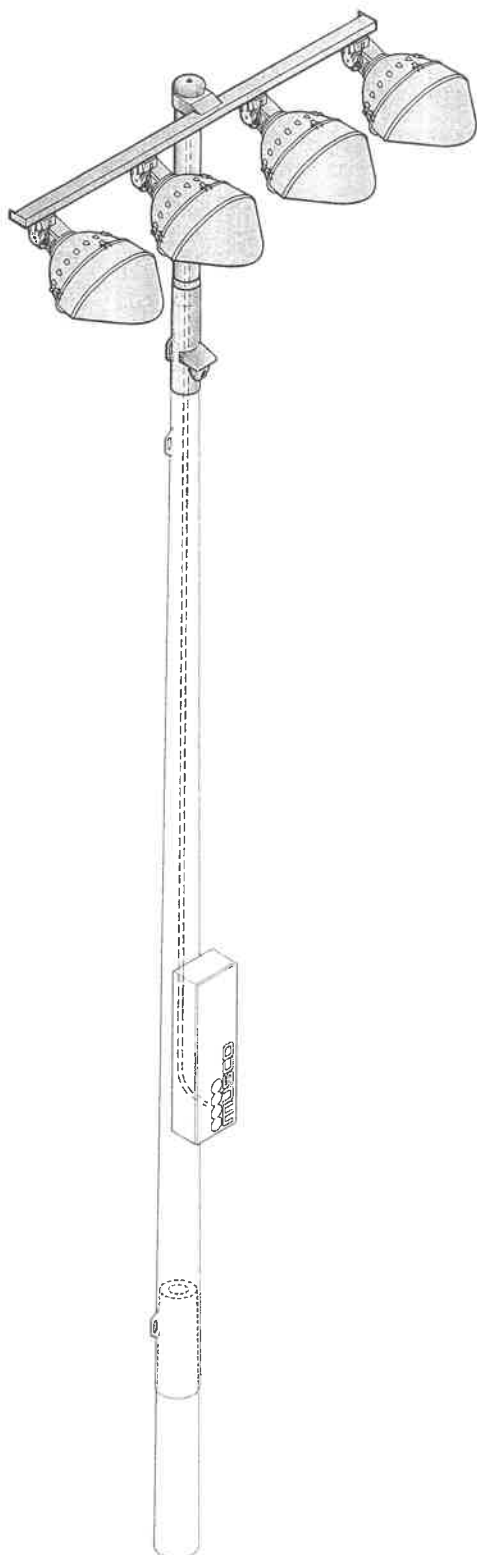
Quality Assurance Tests

- Connector/load resistance
- High potential dielectric withstand
- Grounding continuity
- Termination crimp

HID Light Source – Wire Harness



HID Light Source – Poletop Luminaire Assembly, Weld On



Overview

The factory-aimed poletop luminaire assembly is the upper section of the pole and slip-fits together with the galvanized steel pole.

Features

- Each luminaire is factory-built, tested, and ships as a unit
- Luminaires are factory-aimed to two-tenths degree of accuracy
- Luminaire mounts and connects in a single step
- Slip-fit connection allows assembly with come-alongs
- All luminaires are factory-wired to a quick-connect harness for easy installation
- Labels identify pole and luminaire location
- No exposed wiring or conduit
- Factory-set pole alignment beam allows easy field alignment
- D-shaped crossarm reduces wind loading

Technical Specifications

Construction

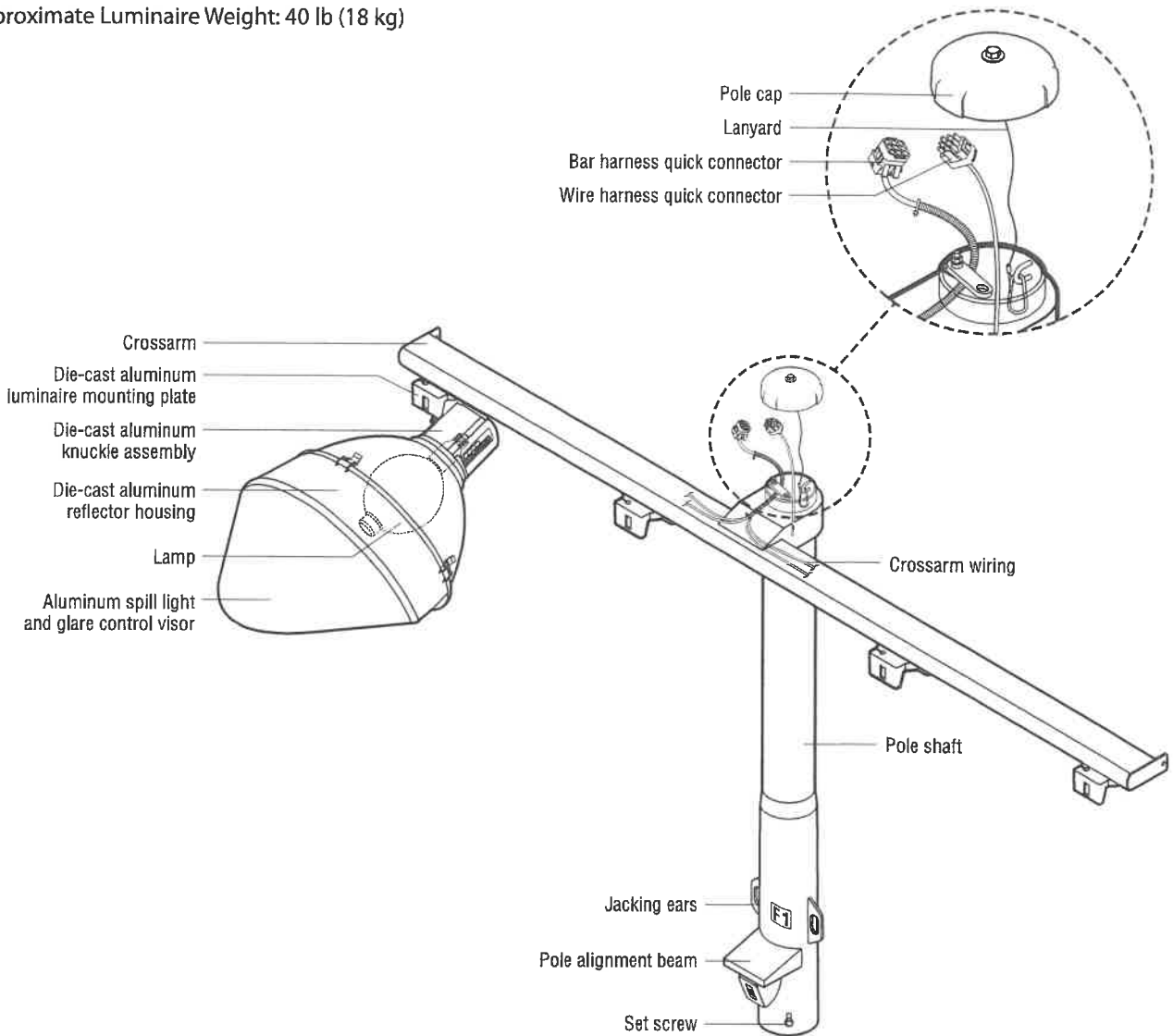
- Crossarms and pole shaft hot-dip galvanizing inside and outside after fabrication meets ASTM-A123 and EN 1461 standards
- All aluminum components powder-coated or anodized to mil-A-8625F and BS 5599
- Luminaire and knuckle powder-coated die-cast aluminum
- All stainless steel fasteners passivated and coated
- Crossarms constructed of D-shaped steel tubing
- Polecap attached with stainless steel lanyard and securing bolt

Quality Assurance Tests

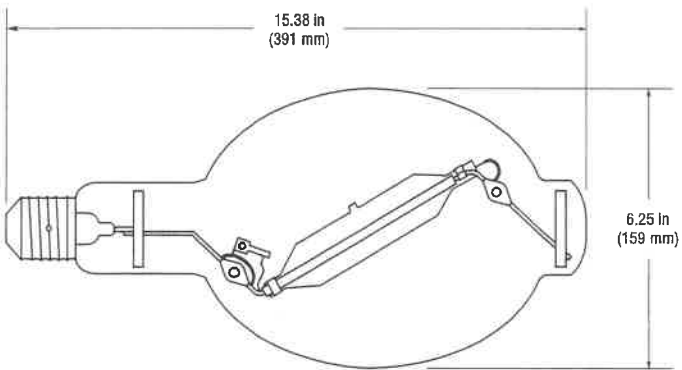
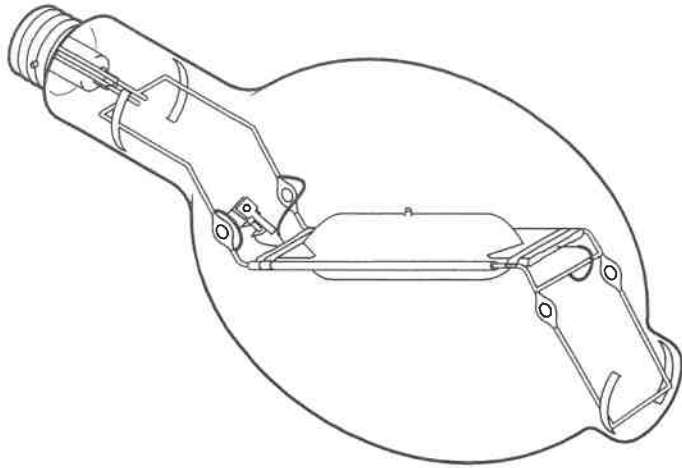
- Reflector photometric test
- Lamp lumen output
- Galvanizing thickness
- High potential dielectric withstand
- Electrical continuity

HID Light Source – Poletop Luminaire Assembly, Weld On

Approximate Luminaire Weight: 40 lb (18 kg)



Z-Lamp™ Lamp and Ballast — 1500 Watt, 60 Hertz



Lamp Data

Physical Characteristics

Lamp type.....	Z-Lamp™ HID metal halide (MH 1500/MZ)
Lamp designation.....	M48
Bulb designation.....	BT-56
Bulb finish.....	Clear
Operating position.....	Arc tube horizontal
Base.....	Mogul screw position oriented

Smart Lamp® Operating System Characteristics¹

Constant lumens ²	134 000 lm
Useful lamp life ³	5000 h
CIE correlated color temperature (approximate).....	4200 K
Color rendering index (CRI).....	R _a = 65 – 70
Warm-up time (80% output).....	3 – 5 min
CIE chromaticity coordinates (X, Y).....	(0.370, 0.390)
Average lamp wattage ²	1450 W
Restrike time for hot lamp.....	10 – 15 min
Maximum operating lamp current.....	6.0 A
Minimum ambient starting temperature.....	-20 °F (-30 °C)

Footnotes:

- 1) Photometric and life testing conducted by an ISO 17025 accredited lab (Musco Sports-Lighting Photometry Lab, NVLAP Lab Code 200702-0). Operating characteristics are per the Musco Smart Lamp® operating system on a commercial ballast with arc tube horizontal. Lamp lumen measurements in accordance with IES LM-51-00. Lamp color data in accordance with IES LM-58-94. Lamp operating cycle of five hours per start to reflect expected field use in the sports lighting industry.
- 2) Lamp starts out at a reduced wattage and increases over life to offset lumen loss as lamp ages. Power dissipated by auxiliary equipment such as ballast, is not included in the lamp wattage shown.
- 3) Beyond 5000 hours is the time when constant lumens are no longer maintained by the Smart Lamp operating system. Average rated lamp life before failure is substantially greater than 5000 hours as tested and defined per IES LM-47-01 with five hours per start.



Z-Lamp™ Lamp and Ballast — 1500 Watt, 60 Hertz

Ballast Data

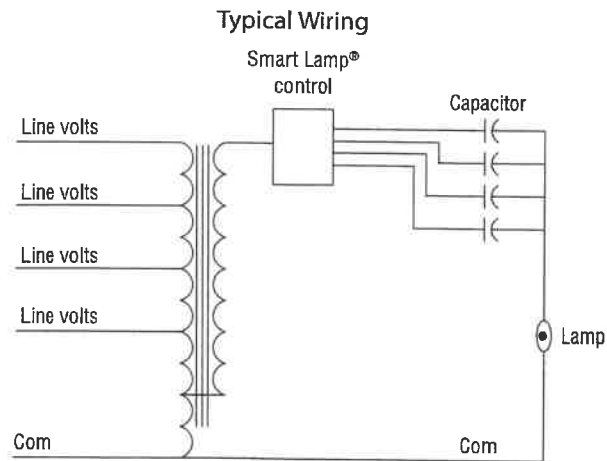
Physical Characteristics

Ballast type Constant Wattage Autotransformer (CWA)
 Ballast designation M48
 Ballast approvals UL Recognized Component,
 CSA Certified

Electrical Data

Power factor 97%
 Line volts regulation* ± 10%
 Lamp watts regulation* ± 10%
 Nominal input power 1564 W
 UL insulation class N (200 °C)
 UL coil temperature code 1029 A

*Musco requires line voltage within ± 3% to maintain light levels.



Input voltage/frequency	208 V/60 Hz	240 V/60 Hz	277 V/60 Hz	480 V/60 Hz
Maximum operating line current	8.6 A	7.5 A	6.5 A	3.7 A
Starting line current	7.4 A	6.5 A	5.3 A	2.9 A
Fuse rating	20 A	20 A	15 A	15 A



Warning

These lamps can cause serious skin burn and eye inflammation from short wave ultraviolet radiation if outer envelope of the lamp is broken or punctured. Do not use where people will remain for more than a few minutes unless adequate shielding or other safety precautions are used. Certain lamps that will automatically extinguish when the outer envelope is broken or punctured are commercially available. This lamp complies with FDA radiation performance standard USA:21CFR 1040.30 Canada:SOR/DORS/80-381.



Caution

Arc tubes of metal halide lamps are designed to operate under high pressure and at temperatures up to 1832 °F (1000 °C). If the arc tube ruptures for any reason, pieces of extremely hot glass might be discharged into the surrounding environment, with an associated risk of personal injury, property damage, burns, and fire.

To reduce the possibility of arc tube rupture, turn lamps off at least once per week for at least 15 minutes, in systems which are otherwise operating on a continuous basis (24 hours/day, 7 days/week).

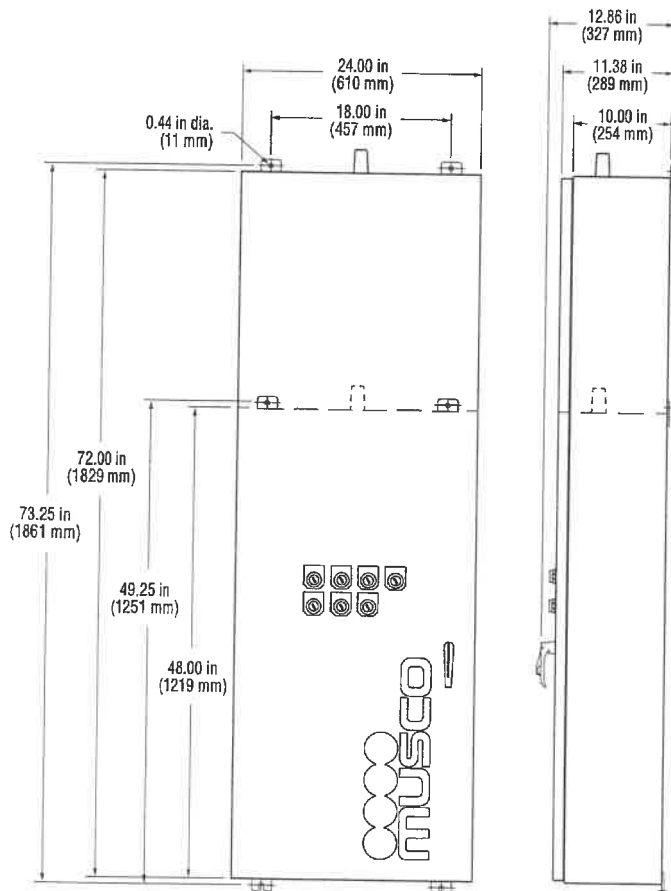
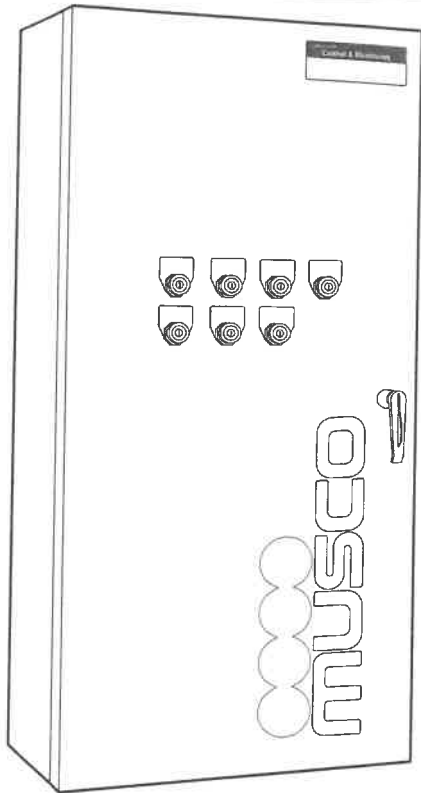
Clean exterior luminaire lens when replacing lamp.



Hg - LAMP CONTAINS MERCURY
 Manage in Accord with Disposal Laws
 See www.lamprecycle.org or call
 1-800-825-6020 or +1-641-673-0411.



Datasheet: **Control-Link® Control and Monitoring System**



Overview

Control-Link® control and monitoring system provides flexible remote on/off control, monitoring, and management of your lighting system.

Features

Control

- Lighting system and auxiliary equipment
- Customized on/off control via phone, website, smartphone application, email, or fax up to 10 years in advance
- Multi-level user security settings
- Key-activated on/off/auto switches allow manual or automated control
- Seven controllable lighting zones

Monitoring

- Detects lamp outages and other issues that affect light quality

Management and Support

- Control-Link Central™ service center provides support 24 hours a day, 7 days a week for scheduling, monitoring, and reporting
- Luminaire outage notification within the next business day
- Customized usage reports through website

Technical Specifications

Ratings

UL 508A Listed.....	E204954
FCC Part 15	Class A compliant
Operating temperature	-4 °F to 140 °F (-20 °C to 60 °C)
Weight for 72 inch (1829 mm) cabinet	180 lb (82 kg)
Weight for 48 inch (1219 mm) cabinet	140 lb (64 kg)
Short Circuit Current Rating (SCCR)	
with 30 A contactors*	18 kA
with 60 or 100 A contactors*	25 kA

*Minimum circuit breaker interrupt rating must be greater than or equal to SCCR rating listed above.



©2012, 2013 Musco Sports Lighting, LLC · Control-Link® is a registered trademark of Musco Corporation in the United States. U.S. patents issued and pending. · M-1136-enUS-3

www.musco.com · lighting@musco.com

Technical Specifications

Construction

- NEMA type 4 cabinet
- Powder-coated aluminum 5052 H32 cabinet and panel
- Lockable, 3-point latch
- Supports lighting system voltage up to 480 V
- Requires 120 V phase-to-neutral control voltage
- Protective cover isolates high voltage

Internal Details

- Factory wired, programmed, and tested
- Internally fused
- Control power terminal blocks provided
- One control circuit operates entire cabinet
- Plug-in wire harnesses provided to connect multiple cabinets

Control Module

Receives and stores schedules from Control-Link Central™ service center, operates your equipment, and verifies schedules were carried out.

- Stores and executes schedules for up to 7 days
- Reboots automatically and executes current schedule when power is restored, in case of power interruption

Monitoring Modules

Monitors Musco lighting system and reports issues to keep facilities operating and to help plan routine maintenance. Alerts Control-Link Central service center to schedule appropriate action or maintenance.

Communication Module

Integrated communication system providing two-way reliable, high speed communication to Control-Link Central service center with no additional monthly charges during warranty period.

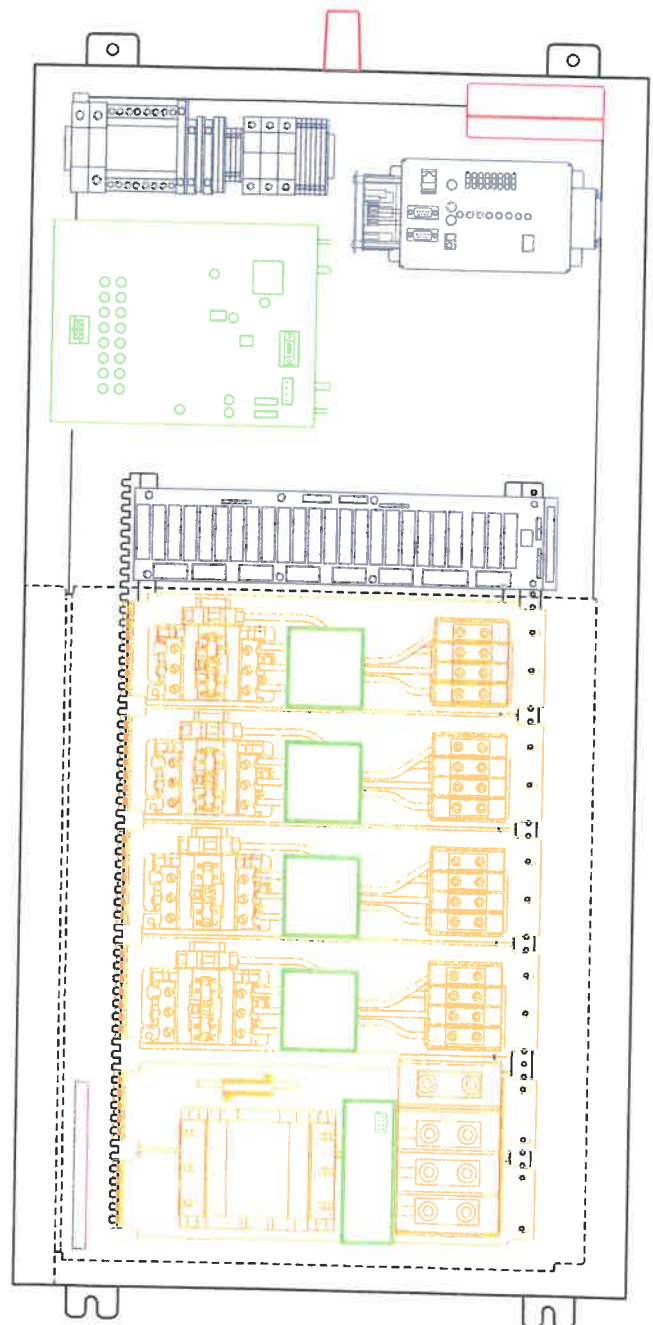
Contactor Modules

Switches equipment based on control module schedules.

- Tested and UL-listed for continuous operation at 100% of rated current
- Contactors rated for 30, 60, or 100 A

Ground Bar

Provides integral ground bar for lighting equipment grounding.



Safety: UL Product Certification

UL Product Certification for:

Musco Sports Lighting, LLC
 100 1st Ave W
 PO Box 808
 Oskaloosa, IA 52577
 USA



UL Category	Covers	UL Number
High-Intensity Discharge Surface-Mounted Luminaires	<ul style="list-style-type: none"> Green Generation™ luminaires and remote ballast assemblies SportsCluster and SportsCluster-2 luminaires and remote ballast assemblies Light-Structure 2™ and Light-Structure System™ luminaires and remote ballast assemblies 1000 W Light-Pak™ and Light-Pak Indoor luminaires with Multi-Watt™ control system 1000 W Show-Light™ and Show-Light Green™ luminaires with hooded light actuator system and remote ballast assemblies 2000 W Mirtran™ luminaire Stadium 2K Fixture™ 2000 W luminaire and Hot Restrike Green™ 2000 W hot restrike luminaire 	E33316
Management Equipment, Energy	Lighting control systems for: <ul style="list-style-type: none"> Control-Link® control and monitoring system Control-Link retrofit control system 	E139944
Industrial Control Panels	Control panels and enclosures for: <ul style="list-style-type: none"> Control-Link® control and monitoring system Control-Link retrofit control system Lighting contactor cabinets Multi-Watt™ control systems 	E204954
Emergency Lighting and Power Equipment	<ul style="list-style-type: none"> Auxiliary Lighting Interface Cabinet (ALIC) 	E311491
Luminaire Fittings	Galvanized steel poles 12 ft (3.7 m) or less for: <ul style="list-style-type: none"> Poles for Mirtran™ luminaire mounting Rooftop poles Special applications 	E132445
Luminaire Pole in Excess of 12 ft (3.7 m)	Galvanized steel poles greater than 12 ft (3.7 m) for: <ul style="list-style-type: none"> Light-Structure System™ luminaire mounting Sportspole™ structure or mounting system and special applications 	E325078



Safety: UL Product Certification

UL Category	Covers	UL Number
Devices, Scaffolding	Service platforms for: <ul style="list-style-type: none">• Light-Structure System™ luminaires and remote ballast assemblies• SportsCluster System luminaires and remote ballast assemblies	SA7004
Lightning Conductors, Air Terminals, and Fittings	<ul style="list-style-type: none">• Light-Structure System™ pole structure concrete base	E337467
Light-Emitting-Diode Surface-Mounted Luminaires	<ul style="list-style-type: none">• LED luminaires and driver assemblies• LED auxiliary luminaires	E338094

A copy of the UL Certificate of Compliance is available upon your request.



Manufacturer's Certification of Corrosion Protection for Light-Structure System™ and SportsCluster® Lighting Systems

The following standard corrosion protection is provided on your equipment:

- All exposed components are constructed of corrosion-resistant material and/or coated to protect against corrosion.
- All exposed carbon steel is hot-dip galvanized, meeting ASTM A123 and ISO/EN 1461.
- All exposed aluminum is powder-coated with high-performance polyester or anodized. All exterior reflective inserts are anodized, coated with a clear, high-gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion.
- All exposed hardware and fasteners are stainless steel of 18-8 grade or better, passivated, and coated with an aluminum based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Alternately, for hardware in non-stressed applications, an electroless nickel coating meeting ASTM B733 may be used. Pole strapping used to mount certain equipment to light poles is annealed grade 304 stainless steel and passivated.
- Certain structural fasteners are carbon steel, galvanized meeting ASTM A153 and ISO/EN 1461 (for hot-dip galvanizing), or ASTM B695 (for mechanical galvanizing).

This corrosion protection package only applies to equipment manufactured by Musco.

Musco Sports Lighting, LLC



Greg Kubbe
Product Development Manager

Quote

Bid Date: December 14, 2018
To: Bidders

Project: Freedom Park – Pony Upgrade, Fields 5 and 6
Camarillo, CA
Ref: 186781

Quotation Price – Materials Only Delivered to Job Site

Musco Materials:	\$ 60,500.00
Taxes (7.25%):	\$ 4,386.00
Installation of Musco Materials*:	\$ 60,000.00
Bonding:	\$ 1,030.00
Project Total:	\$125,916.00

*See pages 3 and 4 for Scope of Work

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System with Green Generation Lighting® metal halide technology

Lighting Performance

- Light levels per Musco Design #186781D, dated June 21, 2018

Equipment/System Description

- (4) Pre-cast concrete bases
 - For poles A7, A8, A9, C10
- (4) 60' Galvanized steel poles
 - For poles A7, A8, A9, C10
- Remote electrical component enclosures
 - For poles A7 and A8
- Pole length wire harnesses
 - For new poles A7 and A8
 - For existing fixtures to be relocated to poles A9, C10, and S4
- (9) New 1500 Watt Metal Halide Factory-aimed and assembled luminaries
 - (3) on new pole A7
 - (6) on new pole A8 (3/3 back-to-back configuration)
- (27) 1500 Watt MHZ Lamps to re-lamp all existing fixtures
- UL Listed as a complete system

Control Systems and Services

- (3) New 30 AMP contactors to be installed in existing Control - Link cabinets, for new circuits for poles A7 and A8.

Operation and Warranty Services

- 10-year materials warranty, with onsite labor included for the first 2 years; lamps warranted for 2 years, with onsite labor included for the first year



Quote

Payment Terms

As agreed upon by Musco's Credit Department.

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural Engineering and Foundation design for new poles is included. Structural code and wind speed = 2016 CBC, 110 mph, Importance Factor C.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Soils report by others.
- Confirmation of pole locations prior to production.
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Mike Marchetti
Musco Sports Lighting, LLC
3002 Dow Ave., # 504
Tustin, CA 92780
Phone: 949-754-0503 x6111
E-mail: mike.marchetti@musco.com



Optional Adder: Musco Installation – Scope of Work – Freedom Park

Below is the scope of work for demolition/installation services for the Musco Sports Lighting materials for Freedom Park Mustang/Pinto Fields. The installation quote is based on reasonable access to all pole locations for demolition and installation on standard 2 wheel drive construction vehicles. This price does not include any ground protection (i.e. plywood) or ground repair/restoration, please see exclusions at the end of this document. Installation price includes all materials, equipment, and labor to perform the following scope of work. This scope of work is inclusive of all work associated with the demo/disposal of existing sports lighting poles, installation of new bases/poles/fixtures, and relocation of existing fixtures to new/existing poles, per plans.

Customer/GC/Low-bid EC Responsibilities:

1. Complete access to the site and pole locations for construction using standard two-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by One Call or Dig Alert and mark all irrigation systems and sprinkler heads. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Survey, locate and mark field reference points (home plate and foul poles) and new pole locations per Musco supplied layout.
4. GC/EC will obtain the required permitting.
5. Provide disposal of spoils from foundation excavation and ground/turf repair and restoration as needed.

Musco Responsibilities/Musco Subcontractor Responsibilities:

1. Provide required poles, fixtures, and foundations.
2. Provide layout of pole locations and aiming diagram.
3. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
4. Provide storage containers for material, (including electrical components enclosures), as necessary and waste disposal.
5. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
6. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment.
7. Demolition and disposal of (2) poles and foundations, poles S1 and S3, as defined by demolition note 1 on sheet E-3 of the project plans. Light fixtures and remote electrical components enclosure (ECE) on these two poles to be removed and protected for re-installation on other poles. Foundations to be removed to 24" below grade and debris from foundation excavation to be removed from site, ground restorations at removed foundations to be done by others.
8. Provide materials and equipment to install (4) Light Structure System foundations as specified on layout and per Musco foundation design, for poles A7, A8, A9, and C10. High water table/ground water encountered during foundation excavation will be pumped onto field/turf adjacent to pole/foundation location. Spoils from augured foundations to be removed from the site by others.
9. Provide equipment and materials to assemble and erect (4) Light Structure System Poles (A7, A8, A9, and C10).
10. Provide materials and equipment to assemble (9) new HID fixtures on (2) of the new poles, A7 and A8.
11. Re-install existing light fixtures, remote ECE and new wire harness (from ECE to fixtures) from demo'd pole S1 onto new pole C10



Quote

12. Remove fixtures, ECE, and wire harness from existing pole S4 and install on new pole A9.
13. Re-install existing light fixtures, remote ECE, and new wire harness (from ECE to fixtures) from demo'd pole S3 onto existing pole S4.
14. Re-aim existing fixtures on poles as needed to meet specified light levels.
15. Re-lamp all existing fixtures.

EXCLUSIONS:

1. All items associated with the electrical system infrastructure including all conduit, conductors, pull boxes, contactors, final termination of conductors at pole, etc., to be provided and installed by others. We will coordinate with the electrical contractor so conduit sweeps can be installed in the pole bases prior to backfilling with concrete
2. Removal of excavated spoils from the (4) new pole foundations
3. Permits
4. Ground/turf protection from construction vehicles
5. Ground/turf restoration after installation
6. Bonding



MUSCO

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

TO: BOARD OF DIRECTORS

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

DATE: January 2, 2019

SUBJECT: CONSIDERATION AND APPROVAL OF BID WITH GREAT WESTERN RECREATION/GAME TIME FOR THE PURCHASE AND INSTALLATION OF A 30' X 30' PARK SHELTER AT PITTS RANCH PARK AND AUTHORIZE THE GENERAL MANAGER TO PURCHASE STANDARDIZED SITE AMENITIES FROM PILOT ROCK

SUMMARY

At the regular November 2018 Board meeting, the Board provided staff with direction on design style and location for a new picnic shelter at Pitts Ranch Park and requested staff to explore purchasing options. Staff researched different purchasing mechanisms for the picnic shelter and necessary site amenities. Staff is recommending utilization of a governmental purchasing alliance mechanism to streamline procurement and installation of the shelter in combination with purchasing the District's standardized site amenities directly from the vendor.

BACKGROUND

During the development of the Parks Department's budget, the Board had directed staff to explore park options to add additional reservable picnic shelters. Staff researched several parks in the District's system and identified Pitts Ranch Park as a popular park with only one (1) reservable picnic shelter for up to 40 people, where potential renters are often turned away due to its unavailability. The current picnic shelter at Pitts Ranch Park has been rented seventy-eight (78) times out of the fifty-two (52) weeks for fiscal year 17-18 and has generated \$5,872.08 in revenue for the same period.

Within the FY 2018-2019 budget development, staff identified the construction of a new picnic shelter at Pitts Ranch Park as a Capital Improvement Project and requested \$64,000 to complete the project. This project was funded with the Board's adoption of this year's fiscal budget and Capital Improvement Project Plan and funds were allocated in the amount of \$64,000.

At the regular November 2018 Board meeting, staff presented the Board with the picnic shelter design styles and location options. The Board provided input and direction for the picnic shelter style and installation location as well as directive to staff to proceed with procurement options for a picnic shelter to bring back to the Board.

ANALYSIS

Based on the discussions and direction the Board provided at the regular November 2018 Board meeting, staff researched several options for the purchase and installation of the picnic shelter and amenities including:

1. Full Request for Proposal process to include a picnic shelter and amenities procurement and installation (Turn-Key)
2. The District to act as the general contractor to purchase the picnic shelter and amenities and sub-contract out the different trades for installation
3. Utilization of governmental purchasing alliance mechanism such as GSM, CMAS, US Communities, etc. for procurement and installation of equipment.

Staff has decided that the most equitable option would be the utilization of governmental purchasing alliance (U.S. Communities™) for the procurement and installation of the picnic shelter in combination with the District purchasing the amenities directly from the vendor and having in-house staff assemble and install amenities. This method would streamline the procurement process, potentially allowing the District to start and complete the project earlier and allowing the District to capture revenue from rentals as early as the spring of 2019.

Staff has utilized the U.S. Communities™ Purchasing Alliance as a mechanism to receive the bids on playgrounds and their installations as well as playground surfacing installations in the past. U.S. Communities™ is a national government purchasing cooperative that helps reduce the costs of goods and services by leveraging the purchasing power which ensures that all public agencies are receiving products and services of the highest quality at the lowest price. In every case the U.S. Communities™ prices have allowed the District to utilize a substantial cost savings. The U.S. Communities™ contract that the District would be utilizing for the picnic shelter was awarded to Playcore Wisconsin, Inc. d/b/a Game Time and is designed to provide playground and outdoor fitness equipment, site accessories, surfacing, and related products and services.

Staff is also recommending purchasing the District's standardized picnic tables and barbecue directly from the vendor (Pilot Rock) separately.

Project Cost Breakdown:

- Shelter plus (tax and freight) - \$28,097.53
- Shelter Installation - \$28,825
- Concrete and Installation - \$15,665
- Tables and Barbecue – \$8,441.80
- City Permit Approximation - \$1,000

Total Project Cost \$82,029.33

Project Timeline:

- Early January – Order picnic shelter, tables, and barbecue
- By February 18th - Take delivery
- February 25th -Start installation
- March 15th – Complete Installation

FISCAL IMPACT

Funding in the FY 2018-2019 Capital Projects budget in the amount of \$64,000 was allocated for this project. The bid from Great Western Recreation/Game Time came in at \$72,587.53 and the quote from Pilot Rock for the tables and barbecue was for the amount of \$8,441.80. With approximately \$1,000 for the necessary city permits, the total for the project would be \$82,029.33. An additional allocation of funds in the amount of \$18,029.33 would be needed if the Board decides to move ahead with the project.

RECOMMENDATION

1. Approve quote from Great Western Recreation and authorize the General Manager to enter into an agreement with them for the purchase and installation of a 30' x 30' picnic shelter and
2. Approve and authorize the General Manager to purchase District standardized picnic tables and barbecue directly from the vendor (Pilot Rock).

ATTACHMENTS

- 1) Great Western Recreation/Game Time Bid Quote (11 pages)
- 2) Pilot Rock Quote (2 pages)
- 3) Great Western Recreation Contract Agreement (11 pages)



Great Western Recreation
 975 S. Hwy 89-91
 Logan, UT 84321
 435-245-5055
 www.gwpark.com

QUOTE
 #96472

11/30/2018

Pitts Ranch Park Shelter Option 3 30'x30' Double Tier

Pleasant Valley Recreation & Park District
 Attn: Matthew Parker
 480 Skyway Drive
 Camarillo, CA 93010
 Phone: 805-482-5396
 mparker@pvrpd.org

Project #: P70291
 Ship To Zip: 93102

Quantity	Part #	Description	Unit Price	Amount
1	CUSTOM SHELTER	Superior International - 30' (AS) Square Duo-Top Structure - 30' (AS) Square Duo-Top Structure (8130DP); 4:12 Pitch; 8'-0" Eave Height; X8 Standard Column Design; Standard 4" Sub Surface Mount; Pre-Fabricated Ready To Assemble Framework; Superdurable Polyester TGIC 6 mil thick Powder Coated Framework "Using SRP's Standard Color Options"; 24 Ga. 36" Wide x 1 1/4" Deep R-Panel 50 KSI Multi Rib Kynar 500 Coated Pre Cut-Metal Roofing "Using SRP's Standard Color Options".	\$21,365.00	\$21,365.00
1	SURCHARGE	Superior International - SURCHARGE - <i>Due to the rise in commodity material cost a surcharge was implemented on 5/3/18.</i>	\$645.00	\$645.00
2	Electrical	Superior International - Electrical Access Holes - <i>Electrical Access Holes (Standard Receptacle Holes Are 2 1/2" Horz. 3 1/2" Vert. w/ Cover Plate & X2 Tek Screws) (Internal Chaseway holes Are To Be 1 1/4" Max.) "Finished Hole Placements TBD Prior To Ordering"</i>	\$75.00	\$150.00



Pitts Ranch Park Shelter Option 3 30'x30' Double Tier

**QUOTE
#96472**

11/30/2018

Quantity	Part #	Description	Unit Price	Amount
1	ENG	Superior International - Engineering: Sealed Drawings & Fees Quote - Sealed Drawings & Calculations Provided In 8 1/2"x11" Format X4 Copies of Each Digital Copies With Pier And Spread Footer Analysis Included. Engineered Sealed Drawings Will Be performed To Meet Current Published Local Codes and Conditions. Includes Epoxy Analysis With True Surface Mount Designs. • Check With The City Ordinances To Verify Any Special Requirements Prior To Sealing Structure. • Additional Alterations/Revisions Will Be Subject To Added Fees. • If Available Include A Soils/ Geotechnical Report (Location Specific To This Design).	\$1,182.00	\$1,182.00
1	INSTALL	Game Time - Install a 30' x 30' All Steel Shelter, Double Tier - -Includes rebar cages. -Prevailing Wages	\$28,825.00	\$28,825.00
1	INSTALL	Game Time - Provide and Install a 32' x 32' Concrete Pad Under the Shelter - • 4" Depth • Includes Reinforced Steel • Includes Site Prep/Site Grubbing • Prevailing Wages	\$15,665.00	\$15,665.00

Shipping to Site Address:
1400 Flynn Rd
Camarillo, CA 93102

SubTotal: \$67,832.00
Tax: \$1,645.53
Freight: \$3,110.00
Total Amount: \$72,587.53

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

Customer is responsible for offloading.

Prevailing Wages

CSLB# 855664/DIR # 1000015526

Contract: USC

DIR# 1000015526 CSLB#855664

CURRENT PRICING WILL BE HONORED FOR ALL ORDERS PLACED ON OR BEFORE DECEMBER 5, 2018. 2019 PRICING WILL BE EFFECTIVE AFTER THIS DATE. YOU WILL BE REQUIRED TO GET AN UPDATED QUOTE WITH 2019 PRICING AFTER DECEMBER 5, 2018.

***Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western. If made payable to GameTime C/O Great Western Recreation**



Pitts Ranch Park Shelter Option 3 30'x30' Double Tier

QUOTE
#96472

11/30/2018

Payment Options:

Credit Orders - Complete a GameTime Credit Application in order to receive approved credit. Allow 7-10 business days for processing time. An order deposit may be required.

Credit Card Orders - Visa, Mastercard, or American Express. Your credit card will be charged by GameTime.

Cash on Delivery(COD) - Checks made out to GameTime C/O Great Western

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime, C/O Great Western.

Specifications: Specifications were current at the time of publication. GameTime has an ongoing policy of product improvement and therefore reserves the right to improve specifications or discontinue products without notice.

Terms of Sale: To governmental agencies and tax supported institutions, and those with approved credit, payment is due with 30 days from the date of invoice. A 1.5% per month finance charge will be imposed on all past due accounts. We also accept payment by VISA, Mastercard, or American Express. All other orders will require a 50% deposit at the time of order entry. The balance will be due with a certified check upon receipt of shipment (C.O.D).

Prices: Prices are F.O.B factory and do not include freight charges. All prices listed were current at the time of publication and quoted in U.S. funds. Prices are subject to change without notice. Current prices will apply at the time of shipment. Due to the abnormally high cost of fuel and its impact on many of the materials used in our industry, quotations are valid for 30 days only and prices may be subject to material and fuel surcharges at the time of shipment.

Freight Charges: Freight charges are determined and collected by the carrier unless GameTime is requested and agrees to prepay and add these costs to the invoice.

Taxes: If applicable, taxes will be added to the invoice except when a tax exempt certificate is provided with the purchase order at the time of order entry.

Minimum Order: Our minimum order is \$50 (USD). Any order less than \$5,000 requires cash with order or payment by major credit card.

Order Cancellation: Once accepted, orders can be canceled only with the consent of GameTime, and on terms which will indemnify GameTime against loss. Canceled orders will be subject to a restocking fee. Equipment "built-to-order" is non-cancelable.

Domestic Shipments: Unless specifically given routing instructions on the purchase order, shipment will be made via the carrier we consider to be the most economical and practical in reaching the final destination. All domestic shipments are governed by ICC Regulations.

Delays in Transit: GameTime is not responsible for delays in transit and such delays shall not alter our invoicing terms. If your order does not reach you within a reasonable time after being advised that shipment went forward from our plant, GameTime will be glad to assist in the tracking process

Loss or Damage in Transit: GameTime is not responsible for loss or damage in transit. When we release the material to the carrier, a bill of lading is signed which states that the shipment was received from us complete and in good condition. A copy of this bill of lading is forwarded to you with the shipment and should be checked carefully with the materials you receive. Any shortage discrepancy or damage must be noted on the delivery receipt and signed by the carrier's representative. Failure to note exceptions on the delivery receipt may impair your right to recovery from the carrier.

Weights: All published weights are estimated and include appropriate packing materials. Actual weights may vary slightly.

Submittals: GameTime design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. When requested we shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Site Dimensions: Confirmation of final site dimensions and use zones are the responsibility of the owner.

Use Zones: Use zones shown are minimum safety zones required and should be clear of any overhead obstructions at Please refer to ASTM 1487-11 a e1 for additional information regarding using zones and placement of playground eq



Pitts Ranch Park Shelter Option 3 30'x30' Double Tier

**QUOTE
#96472**

11/30/2018

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

*****Orders cannot be processed without color options. Please list your color choice below.**

Color Palette Name _____

Enter Desired Custom Colors:

Uprights (Metal): _____ Decks: _____

Accents/Arches (Metal): _____ Plastics: _____

Roofs: _____ Rock Plastics: _____

Handgrips: _____ Tubes (Plastic): _____

HDPE: _____ 2 Color HDPE: _____

To Order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Order Information:

Bill To: _____ Ship To: _____

Company: _____ Contact: _____

Billing Contact: _____ Address: _____

Address: _____ City, State, Zip: _____

City, State, Zip: _____ Tel: _____

Tel: _____ Email: _____

Email: _____

SITE:

Address: _____

City, State, Zip: _____

Customer Signature: _____

***TO ENSURE WE HAVE ALL THE CORRECT INFORMATION, PLEASE COMPLETELY FILL OUT THE ORDER INFORMATION ABOVE!!**



Pitts Ranch Park Shelter Option 3 30'x30' Double Tier

**QUOTE
#96472**

11/30/2018

Order cannot be processed without colors. Please list your colors choices in the spaces provided below.

Item #1:

Product Name _____

Color Choice _____

Item #2:

Product Name _____

Color Choice _____

Item #3:

Product Name _____

Color Choice _____

Item #4:

Product Name _____

Color Choice _____



Table of Contents	
Page #	Description
1	General Specs and Notes
2	Primary Structural Views
3	Ground Plan Layout
4	Footer/Anchor Illustration

Material Specifications and Notes:

1. All structural steel tubing shall be ASTM A-500 Grade B-C
2. All other steel (plates, gussets, etc.) shall be ASTM A-36.
3. All welding is to be done in accordance with the latest AWS standards.
4. Standard bolts to be ASTM A-325 & threaded rod to be ASTM B-7 unless otherwise noted.
5. All fabricated steel & structural tubes are blasted to a near-white condition prior to application of primer and top coat.
 -Primer: Zinc Rich
 -Top coat: TGIC powder coating
6. Metal roofing shall be pre-cut 24ga. x 1 1/4" dp x 36" wide, Fy =50ksi steel panels.

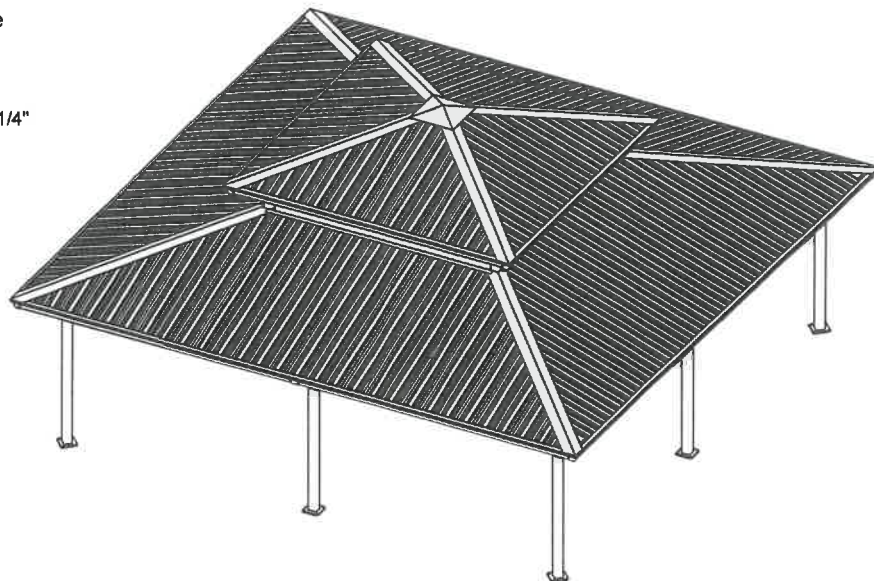
Erection Notes:

All members must be properly braced until the complete structural system has been constructed. Bracing material and method is the responsibility of the G.C.

This building has been designed as a free standing, open structure. If walls or other modifications are to be made, the structure must be re-engineered prior to these modifications.

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N.I.C. = NOT IN CONTRACT
G.C. = GENERAL CONTRACTOR

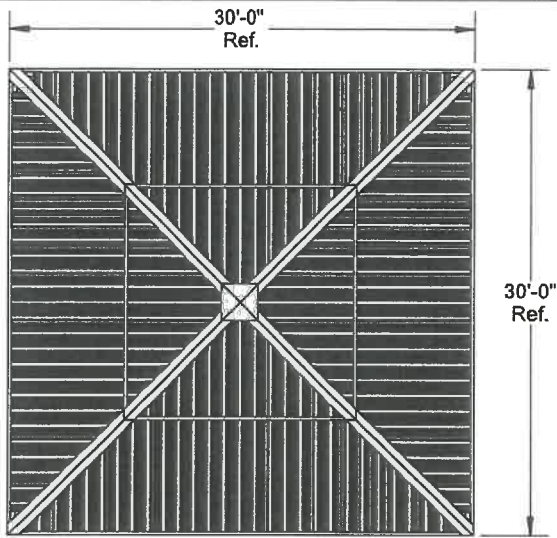


Model #: 4S30-AS-2T
 30'-0" x 30'-0" Square Double Tier Shelter
 7'-6" Eave Height
 4:12 Pitch

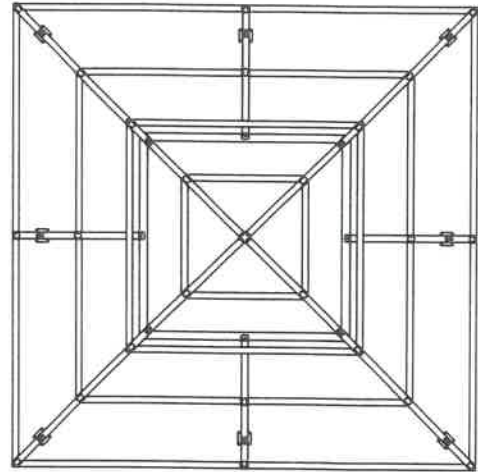
Preliminary Drawings

All quotation drawings are preliminary only, not to be used for installation of any kind.

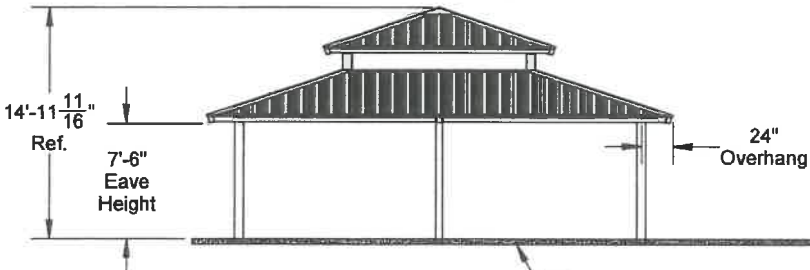
 SUPERIOR <small>RECREATIONAL PRODUCTS</small>	Rev Date & Description:	Superior Recreational Products <small>THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN IS THE EXCLUSIVE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND HAS BEEN PROVIDED TO YOU IN CONFIDENCE. THIS DOCUMENT AND THE INFORMATION HEREIN MAY NOT BE DISCLOSED OR PROVIDED TO ANY THIRD PARTY OR USED, COPIED, PHOTOGRAPHED OR OTHERWISE REPRODUCED WITHOUT PRIOR EXPRESS WRITTEN PERMISSION OF SUPERIOR RECREATIONAL PRODUCTS.</small>	Description:								
	Rev Date & Description:		General Specs and Notes								
Date: 10/5/2015	Drawn By: DEB	1050 Columbia Drive, Carrollton GA 30117 Toll Free: 800-327-8774 Local: 770-832-6660	Material:	Rev: XX	Drawing Number: 4S30-AS-2T	Weight:	Size: A	Units: Inch	Tol: ±.0625 Unless Otherwise Specified	Scale: NTS	Sheet: 1 of 4



Top View

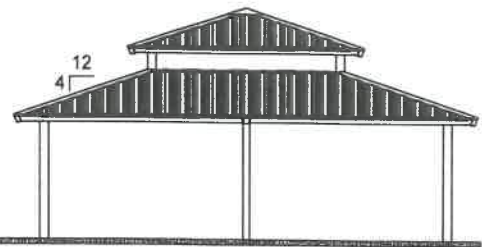


Top View (Frame Only)



Front View

CONCRETE SLAB (NIC)



Side View

Preliminary Drawings

All quotation drawings are preliminary only, not to be used for installation of any kind.



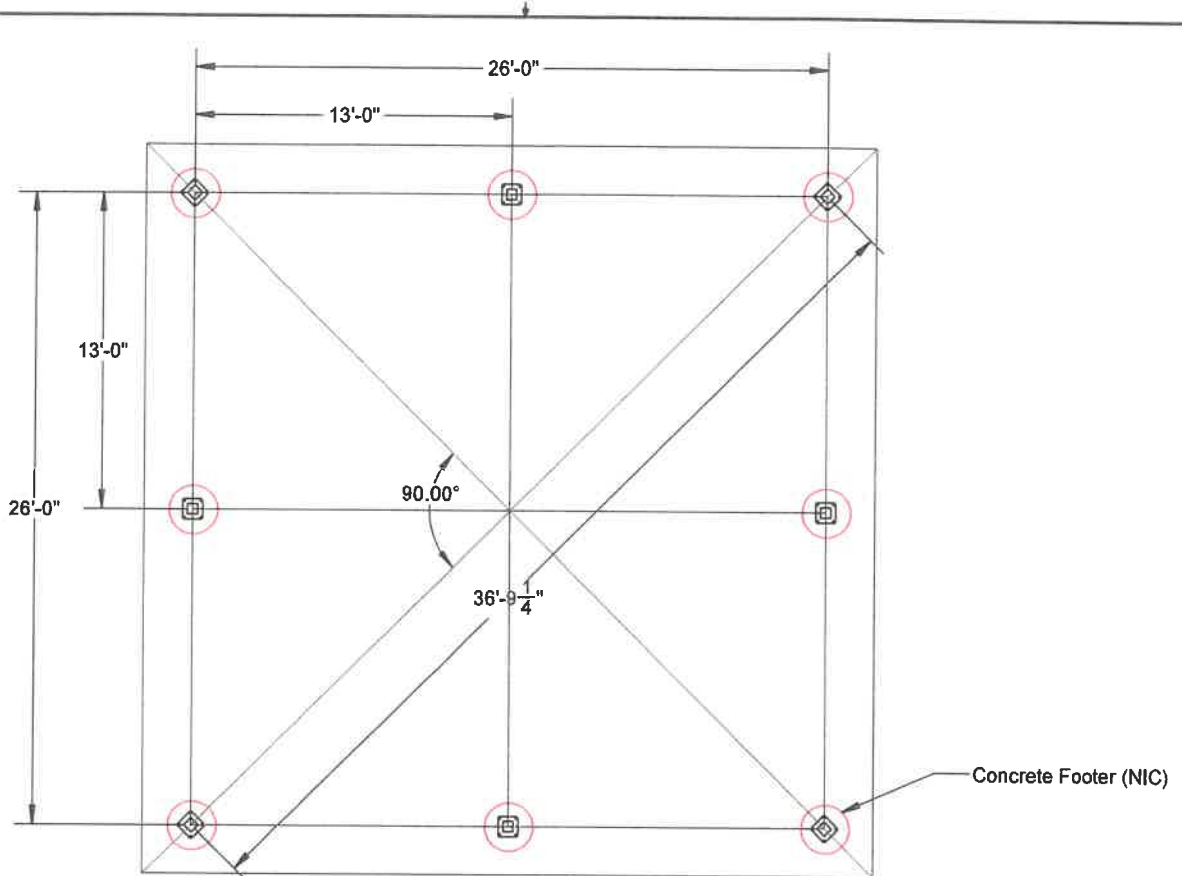
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Date:	10/5/2015
Drawn By:	DEB

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1050 Columbia Drive, Carrollton GA 30117
Toll Free: 800-327-8774 Local: 770-832-6660

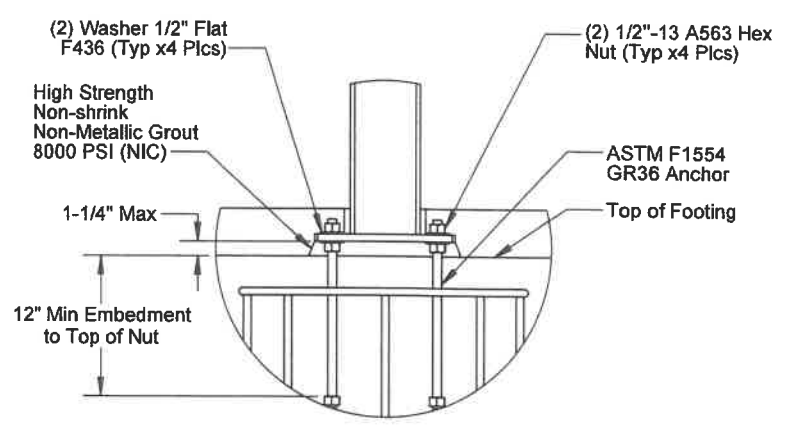
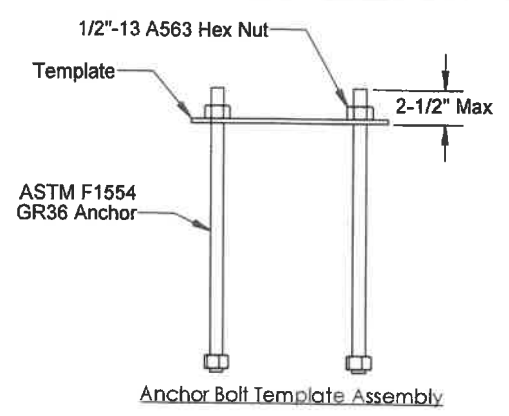
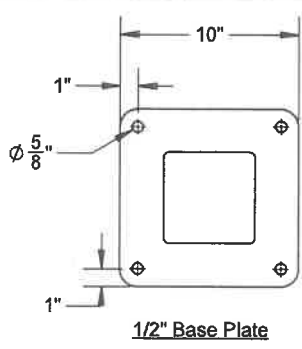
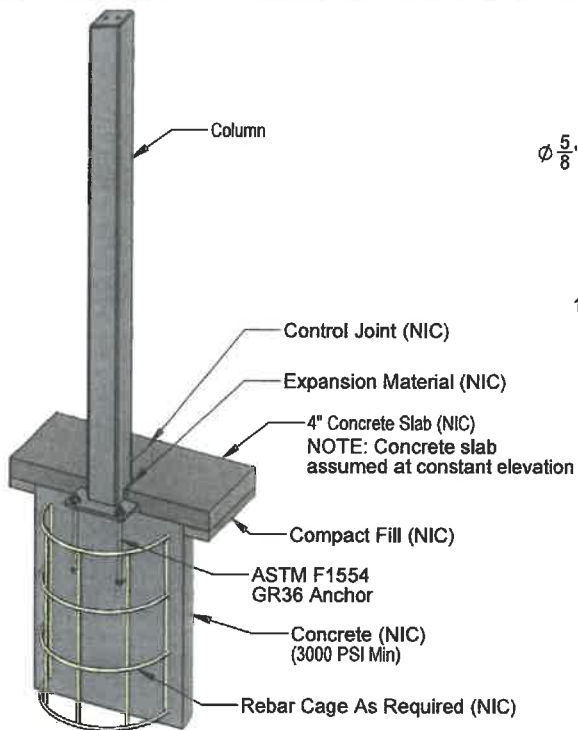
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Primary Structural Views					
Material:	Rev:	Drawing Number:			
	XX	4S30-AS-2T			
Weight:	Size:	Units:	Tol.:	Scale:	Sheet:
	A	Inch	+ .0625 Unless Otherwise Specified	NTS	2 of 4



Preliminary Drawings

All quotation drawings are preliminary only, not to be used for installation of any kind.

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	Rev Date & Description:				Ground Plan Layout		
	Date:	Drawn By:	1050 Columbia Drive, Carrollton GA 30117 Toll Free: 800-327-8774 Local: 770-832-6660		Material:	Rev: XX	Drawing Number: 4S30-AS-2T
10/5/2015	DEB	Weight:	Size: A	Units: Inch	Tol: ±.0625 Unless Otherwise Specified	Scale: NTS	Sheet: 3 of 4



DESIGN NOTE:
 All foundation design information should be considered as preliminary only. A local soils engineer shall be retained to design the foundation according to local conditions and codes. Final design of the footing/foundation is the responsibility of the general contractor/owner.

Preliminary Drawings

All quotation drawings are preliminary only, not to be used for installation of any kind.



Rev Date & Description:	
Rev Date & Description:	
Date: 10/5/2015	Drawn By: DEB

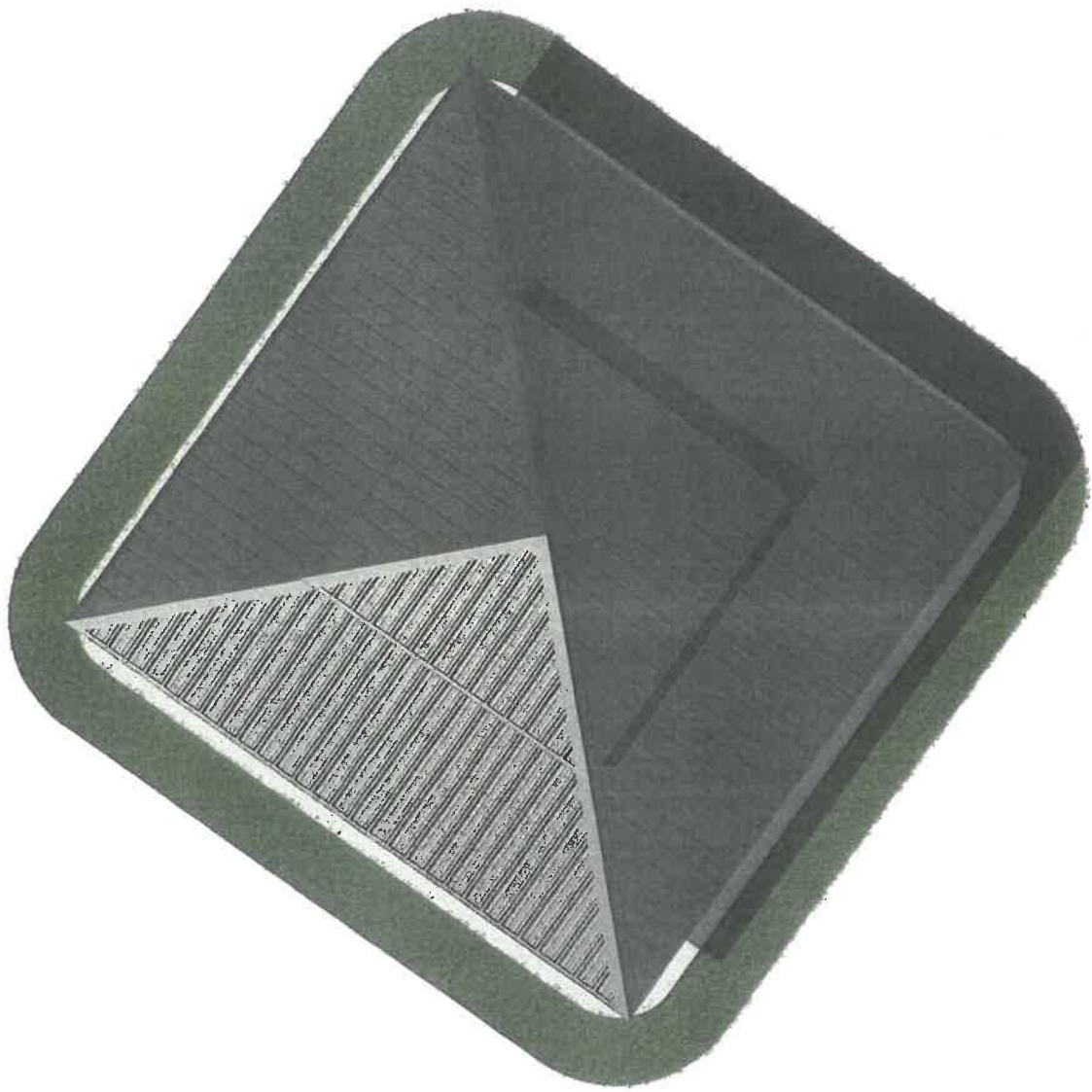
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1050 Columbia Drive, Carrollton GA 30117
 Toll Free: 800-327-8774 Local: 770-832-6660

Description: Footer/Anchor Illustration				
Material:	Rev: XX	Drawing Number: 4S30-AS-2T		
Weight:	Size: A	Units: Inch	Tol: ±.0625 Unless Otherwise Specified	Scale: NTS
			Sheet: 4 of 4	





PRICE QUOTATION

RJThomas Mfg. Co., Inc.

P. O. Box 946 • Cherokee, IA 51012

712-225-5115 • 800-762-5002 • FAX: 712-225-5796

Web:
www.pilotrock.com

Pilot Rock

PARK • STREET • CAMP
SITE PRODUCTS

E-mail:
customerservice@rjthomas.com

TO: 7133

Pleasant Valley Rec & Park Dist

Pleasant Valley Rec & Park Dist

QUOTATION DATE:

December 17, 2018

1605 E Burnley St

1605 E Burnley St

QUOTATION NO:

60913

Camarillo

CA 93010

Camarillo

CA 93010

QUOTATION BY:

4

TEL: Matthew Parker,

FAX: 805-482-5396

mparker@pvrpd.org

QTY	MODEL NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	XT/G-6AL/E	TABLE XT 2-3/8OD 6'WHLCHR ACC GLV EXT 2' @ 1 END ALUM 2x10	719.10	1,438.20
2	APTX/P/G-6AL	TABLE SERV APT 6' SRF/MNT GLV FRMS NO SEATS ALUM PLANK TOP	381.60	763.20
4	XT/G-6AL	TABLE XT 2-3/8OD 8' GLV FRMS ALUM 2X10	750.60	3,002.40
1	P-1000/SS B7	GRILL P-1000 w/STAT B7 SRFC MNT BASE & (2)S4 SHELVES	507.60	507.60
1	FREIGHT	TO ZIP CODE FOB CHEROKEE, IA 51012	889.00	889.00
3	XT/G-6AL	TABLE XT 2-3/8OD 6' GLV FRMS ALUM 2x10	613.80	1,841.40

(Sales tax NOT INCLUDED unless otherwise stated.) (All models/units shipped knocked down - assembly required.)

NOTE: All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on the date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to correction. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the Purchaser, ample allowances must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated which may appear on Purchaser's formal order will not be binding on the Seller.

SHIPPING WITHIN 30 DAYS ARO

Quotation Total

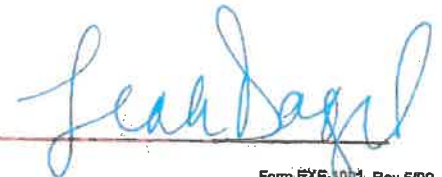
8,441.80

CUSTOMER TO UNLOAD FREIGHT FROM TRUCK. SOME ASSEMBLY REQUIRED.

PRICES FIRM 30 DAYS. PAYMENT TERMS: NET 30 DAYS

ALL MAJOR CREDIT CARDS ACCEPTED

BY



Form EXF-1011 Rev 5/09

295/34

WARRANTY & ORDERING INFORMATION

PRODUCT WARRANTY

TERM	PRODUCT	OTHER INFORMATION	REQUIREMENTS	EXCLUSIONS
LIFETIME	Picnic Table Frames: UT, UTH, XT, XTH, WUT, WUTH, WXT, WXTH	Original Owner Only	All products must: 1) be assembled and installed according to manufacturer's specifications and instructions. 2) be properly maintained 3) not have been altered by the addition or deletion of parts, or modified in any other manner.	Vandalism. Damage caused by incorrect assembly, installation, application (use), or negligence. Natural or manmade disasters. Cosmetic changes due to weathering - including paint fading, discoloration of wood, or color fading or spotting of coated steel and recycled plastic products caused by exposure to natural elements or chemicals. Scratches, dents, or marring caused by normal use and public exposure. Seasons checks, twisting, or splintering of wood caused by climatic differences or lack of proper maintenance. Loss or damage in transit while product is responsibility of carrier. High heat paint subject to overly built fires. Steel warpage caused by fires of excessive size or duration Premature rust-through of grill boxes due to improper cleaning or maintenance, and fire rings buried in the ground. Premature rusting or discoloring caused by corrosive environment or while in ocean transit. Damage caused by animals or wildlife.
ONE YEAR	Powder Coat, Enamel, & High Heat Paints; Lumber; Trash & Recycling Lids & Liners; Plaques; Decals; Resin Fill; Umbrellas; Pet Waste Stations; FSW Swivel Grate	No Warranty on Lumber shipped outside the United States. Water Repellant recommended on Lumber.		
FIVE YEARS	Thermo-Plastic Coating	Limited and Prorated Warranty on coating material against defects when subjected to normal use and proper maintenance.		
	Picnic Table Frames (those not included in Lifetime Warranty), Park Bench Frames, Steel and Aluminum Bench and Table seat/top Structures, Recycled Plastic Components, Bike Racks, TRH and TRQ Frames, Steel Trash Receptacle and Planter Structures, Pedestal Mounts, Tissue Holders, all Grills, Hot Coal Bin, Utility Tables, Steel Campfire Rings, Lantern Holders, Table Mover, Food Lockers, Kolor Cans.	Recycled Plastic warranty applies only to components that have been cut, drilled, or routed by the manufacturer. This warranty does NOT cover plastic purchased in raw stock form by customer and cut, drilled, or routed by customer for custom application. Recycled Plastic and Thermo-Plastic coated components include a UV stabilizer to retard effects of natural exposure. We cannot warrant "fading" or surface "contamination" due to extreme variations in levels of exposure and in the definition of "fading".		
FIFTY YEARS	Recycled Plastic	Material decomposition only.		
Warranty claims must be filed within the warranty period and must include a copy of the invoice or the purchase order.				
Except as specifically stated herein, all warranties (expressed or implied) are hereby excluded. This Warranty excludes any liability, consequential damages, or related costs.				

ORDERING INFORMATION

Write Purchase Orders and Payments to: R. J. Thomas Mfg. Co., Inc. R. J. Thomas Mfg. Co., Inc. is a small business.

GSA Contracts are available for federal accounts. Contact Customer Service for Contract information.

PRICE: All prices are F.O.B. Cherokee, Iowa. Prices subject to change without notice. Quantity discounts and freight allowance available.

TERMS: Net due 30 days from date of invoice to those with established credit. First time orders and others: prepayment in full before shipment. Finance charges after 30 days. Payment by credit card is accepted using:



FREIGHT: Prepaid and added to the invoice, or third-party billed. Weights listed are approximate and do not include packaging. Shipment will be made by the quickest, most economical and practical means possible. Call for freight estimate. Most products are shipped unassembled to minimize shipping costs. Detailed assembly instructions are included with fasteners.

LEAD TIMES: We encourage you to order as early as possible. Our usual lead times run four weeks. Busy season lead times can reach to six to eight weeks. When you order early we can better arrange delivery to meet your needs.

SPECIFICATIONS: Specifications were in effect when printing this catalog. Since product improvements are always being made, we reserve the right to change designs, specifications and discontinue products without notice. Where changes have been made, revised products will be shipped unless specific arrangements have been made to the contrary.

ADDITIONAL INFORMATION: Contact us if you require additional information on product specifications, assembly, or installation. Spec Bulletins are available on our web site.

MODIFICATIONS: If a desired combination of features, materials, options, or accessories is not covered in this catalog, contact us and we will advise as to availability and price.

RETURN POLICY: No returns are accepted without prior approval. Call Customer Service for a Return Authorization (RA) number. Requests must be made within thirty days of receipt of product. No returns will be accepted after thirty days. Products must be returned in original packaging, must not be used or damaged, and must be in resalable condition. Returns may be subject to a restocking charge. Return freight must be prepaid.

ORDER CANCELLATION: Orders may be cancelled prior to shipment. Conditions will vary. Orders with custom plaques/engraving, etc. cannot be cancelled once we receive final design approval. Orders cancelled after shipment are subject to return freight charges and restocking fees.

CONTRACT FOR PICNIC SHELTER STRUCTURE INSTALLATION AGREEMENT

PLEASANT VALLEY RECREATION & PARK DISTRICT

1605 E. Burnley Street
Camarillo, CA 93010
Telephone (805) 482-1996 - FAX (805) 482-3468

Important terms of this **Construction Work** (“Agreement”) are printed on the following pages. For your protection, make sure that you read and understand all provisions before signing. The terms and conditions are incorporated in this document and will constitute a part of the contract between the parties when signed.

TO: Great Western Recreation
975 S. Hwy 89-91
Logan, UT 84321
PH (435)-245-5055

DATE:

/ /2019

Pleasant Valley Recreation & Park District (“District”) retains Contractor, and Contractor agrees to perform the following work (the “work”) per its attached proposal (incorporated herein) dated / /2019. In the event of any conflict between the terms of Contractor’s proposal, the terms of this agreement shall govern.

DESCRIPTION OF WORK

Game Time will install a 30’x30’ All Steel - Double Tier Shelter and 32’x32’x 4” depth concrete pad for under the shelter - includes rebar cages for footings, reinforced steel for concrete pad, site prep and grubbing and prevailing wages as identified in the Great Western Recreation / Game Time quotation #96472

Contract price: **\$44,490**
(Time and Materials)(Maximum Not-to-Exceed)
Start Date: 3/25/19 Completion date: 4/15/19
Working Days Allowed: 15 working days

Instructions: Please sign and return both originals along with appropriate insurance documentation. Upon acceptance by District a copy will be signed and promptly returned to you. Insert below the names of your authorized on-site representatives.

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

Contractor:
Great Western Recreation
975 S. Hwy 89-91
Logan, UT 84321

By: _____
Mary Otten
General Manager

By: _____
Name:
Title:

ATTEST: _____
Anthony Miller
Clerk of Board

By: _____
Name:
Title:

**PLEASANT VALLEY RECREATION & PARK DISTRICT
POOL SLIDE STRUCTURE TEARDOWN AND INSTALLATION AGREEMENT
TERMS AND CONDITIONS**

Scope of Construction Work - Contractor shall diligently undertake and perform the construction work described in its proposal referenced above. District reserves the right in its discretion to award work outside the scope of Contractor's proposal to other contractors. Contractor represents and warrants that it, and applicable subcontractors, currently possesses the contractor's license(s) [REDACTED] required by the State of California for performance of the type of work to be undertaken pursuant to this Agreement. At all times during the term of this Agreement, Contractor shall maintain in good standing such license(s) with the State of California. This contract prohibits work by contractors or subcontractors who are ineligible under [Lab C §§1777.1](#) and [1777.7](#).

The District will compensate the Contractor for utilities relocation work not shown on the District's plans and agrees that liquidated damages shall not be imposed for any delay caused by the District's or a public utility's failure to provide for removal or relocation of utility facilities.

Term of Agreement - All work to be done under this contract shall be completed **within Fifteen (15) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Unless otherwise earlier terminated as specified elsewhere herein, this Agreement shall commence on the date first set forth above and shall expire on the completion date set forth above.

Liquidated Damages in the amount of **\$200/day** will apply to this project.

Authorized Representatives - Contractor shall not accept direction or orders from any person other than the District's General Manager or any District authorized representative(s) listed on the signature page hereto.

Payment Terms - District shall pay compensation to Contractor on a time and material reimbursement basis for a maximum not-to-exceed amount of **Forty Four Thousand, Four Hundred, Ninety Dollars (\$44,490)** in accordance with Contractor's proposal referenced above. District shall pay Contractor within thirty (30) days after receipt of an undisputed and properly submitted payment request from the contractor, with the exception of any disputed amount(s) which may be withheld until resolution of the dispute, or the District will pay Contractor interest at the legal rate on any delayed progress payment. Any payment request not to be a proper payment request suitable for payment shall be returned to Contractor as soon within 7 days of receipt with a document stating in writing the reasons why the payment request is not proper. No payment made pursuant to this Agreement shall be conclusive evidence of Contractor's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Contractor's work.

Changes To Work, Method, Cost, etc. - Any change in the scope of work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the work, will not be paid for or accepted by District unless such change,

deletion or addition is approved in advance, in writing, or by a supplemental or amended change order executed by District's General Manager or authorized representative listed hereto.

Prevailing Wages Requirements - In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards, and federal standards when applicable. State Labor standards provisions, including prevailing wage requirements, will be enforced and the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to undertake all work contemplated in this Agreement. Contractor and all subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, will be posted at the job site, and are available to any interested party on request. Contractor shall comply with all statutory requirements relating to certified copies of payroll records, including maintenance of the records, their certification, and their availability for inspection. The statutory penalties for failing to pay prevailing wages and/or comply with wages and hour laws will be enforced. Contractor agrees that eight hours' labor constitutes a legal day's work.

Employment of Apprentices - Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices. The Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

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

Independent Contractor - It is the express intention of the parties that Contractor is an independent contractor and not District's employee; and that the employees of Contractor, and Contractor's subcontractors and their respective employees, are not District employees and are not entitled to any of the rights, benefits or privileges attributable to District employees. Contractor shall have control of the means, methods and details of performance of its work and services and shall only be subject to the general direction and supervision of District's General Manager or authorized representative listed hereto to ensure the results contracted for are achieved. The parties do not intend and shall not act as agents, employees or partners of one another.

Termination of Agreement - During its term, this Agreement may be sooner terminated by written notice of termination as follows:

A. By either party, in the event the defaulting party fails to cure a material breach of this Agreement within five (5) days of receipt of a written notice from the non-defaulting party of such material breach.

B. By District, without cause and without penalty or cost to District, immediately upon written notice, given in the sole discretion of District's General Manager or authorized representative. Termination without cause does not excuse District's obligation to compensate Contractor reasonably for work performed up until termination.

C. In the event of termination as provided in this section, District without penalty may relet or award the work to another Contractor or perform such work itself.

Indemnification - To the fullest extent permitted by law, Contractor shall defend, indemnify and hold District and its directors, officers, employees and agents, from and against:

A. Any and all claims, damages, lawsuits, actions, costs, expenses, losses or liabilities, including reasonable attorneys' and experts' fees and costs incurred in litigation (hereinafter collectively "claims"), in law or equity, of every kind or nature whatsoever, but not limited to injury or death of any person or damage to or the destruction of any property of any person, including District, its directors, officers, employees, or agents, or Contractor or its employees, agents or subcontractors, arising out of or in any manner directly or indirectly related to the work to be performed under this Agreement including prevailing wages, however caused, except and only to the extent caused by the active negligence, sole negligence or willful misconduct of District, its directors, officers, employees or agents.

B. Any and all actions, proceedings, damages, costs, expenses, penalties, fines, or liabilities, in law or equity, of every kind and nature whatsoever, arising out of, resulting from, or on account of any violation of any applicable federal, state or local governmental law, ordinance, rule or regulation, compliance with which is Contractor's responsibility.

C. Submission of insurance certificates or other proof of insurance shall not relieve Contractor from liability under these provisions. Contractor's indemnification obligations herein shall apply whether or not Contractor's insurance policies shall have been determined to apply to any such claims. These indemnification obligations shall survive the expiration or termination of this Agreement.

The District will timely notify Contractor of any third-party claims received related to this Agreement.

Laws, Regulations and Permits - At its expense, Contractor shall give all notices and (unless otherwise provided herein) obtain all permits for the work required by law, and comply with all applicable laws, ordinances, rules and regulations pertaining to the conduct of the work. Contractor shall be liable for all violations of law in connection with its performance of the work. If Contractor observes that any drawings or specifications provided are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify District's General Manager or authorized representative in writing and any necessary changes shall be made by written instruction or change

order. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the District's General Manager or authorized representative, Contractor shall bear all costs arising therefrom.

Safety - Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall designate, in writing, a responsible representative at the worksite whose duty shall be the prevention of accidents, and the maintenance and supervision of safety precautions and programs. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor.

In carrying out its work, Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements, including State of California Department of Industrial Relations (Cal/OSHA) regulations; construction safety orders and safety orders; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; first aid; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Contractor shall be responsible for the safeguarding of all utilities. At least two (2) working days before beginning work, Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. Contractor shall immediately notify District and the utility owner if Contractor disturbs, disconnects, or damages any utility.

For any work involving excavation of trenches of five (5) feet or more in depth, Contractor shall comply with the requirements of Section 6705 of the California Labor Code (including but not limited to preparation and submission of excavation/trench safety plans), which provisions are incorporated herein as if fully set forth. For any work pertaining to the digging of trenches or other excavations extending deeper than four (4) feet below the surface and the discovery of hazardous waste or subsurface or unknown latent physical conditions differing materially from those ordinarily encountered, Contractor shall comply with the requirements of California Public Contract Code Section 7104, which provisions are incorporated herein as if fully set forth.

Commercial General Liability and Automobile Liability Insurance - Contractor shall provide to District and shall maintain at all times during the performance of this Agreement, the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

2. Insurance Services Office (ISO) Business Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

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

1. District, its directors, officers, employees and agents are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of the activities performed by or on behalf of Contractor; products and completed operations of the Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, employees, or agents.
2. For any claims related to the work, Contractor's insurance shall be primary insurance as respects District, its directors, officers, employees, or agents. Any insurance, self-insurance, or other coverage maintained by District, or its directors, officers, employees, or agents shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or agents.
4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or Contractor, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to District.

Such liability insurance shall indemnify Contractor and its subcontractors against loss from liability imposed by law upon, or assumed under contract by, Contractor or its subcontractors for damages on account of such bodily injury (including death), property damage, personal injury, completed

operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions as respects District, its directors, officers, employees and agents; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers - Insurance is to be placed with insurers meeting current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by District.

Workers' Compensation Insurance - By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. Before starting work on this project, Contractor shall sign and file with the District this statement acknowledging these obligations:

"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.

Workers' Compensation and Employer's Liability Insurance - Contractor and all subcontractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "*Workers' Compensation and Insurance Act*," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide employer's liability insurance in the amount of, at least, \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Contractor, its employees, agents and subcontractors.

Responsibility for Work - Until the completion and final acceptance by District of all the work under and implied by this Agreement, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature, except those beyond Contractor's control.

Contractor shall waive all rights of subrogation by any insurer of Contractor against District, its

directors, officers, employees, and agents. Contractor shall procure and provide endorsement(s) to District to this effect.

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

Evidences of Insurance - Prior to execution of the Agreement, Contractor shall file with District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against District. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

Contractor shall, upon demand of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this Agreement, Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District at least ten (10) days prior to the expiration date.

Subcontractors - In the event that (with District's approval) Contractor employs other contractors (subcontractors) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above. Contractor shall promptly pay all subcontractors and materials suppliers consistent with law.

Notices - All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed to the signatories of the parties as set forth above. Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

Anti-Discrimination - Contractor shall not exclude from its employment in the performance of this Agreement any person on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Contractor shall comply with all applicable local, state and federal laws relating to equal employment opportunity rights.

No Assigns or Subcontractors Without Consent of District - Contractor shall not assign this Agreement, or utilize subcontractors in the performance of the work, without the written consent of District's General Manager. District may withhold such consent in its sole discretion.

No Waiver - No failure by District in asserting any of its rights or remedies as to any default of

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

Partial Invalidity - If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall not be affected, impaired or invalidated thereby.

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

Rules of Interpretation - The terms of this Agreement have been negotiated by the parties and the language used herein shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

California Law - This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any provisions of law which are applicable to this Agreement, even if not specifically included herein, are incorporated by reference herein as if set forth in full, and Contractor shall comply with such provisions.

Disputes - Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

District Employees - Contractor agrees that no employee of District shall be employed by Contractor during the period this Agreement is in effect.

Guarantee - Contractor hereby guarantees that the entire work constructed and/or performed by it under this Agreement will meet fully all requirements thereon as to quality of workmanship and of materials furnished by Contractor. If District notifies Contractor of any defects in quality of workmanship or materials within one (1) year following the completion of work, Contractor at its expense, with no charge to District, shall repair such work and/or replace such materials.

Payment Bond - If the cost of the construction work exceeds \$25,000.00, Contractor shall furnish to District a payment bond, in a form satisfactory to District, from a surety insurer admitted in California. Premiums for the payment bond shall be compensable to Contractor (without markup).

Retention - The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by the District. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

Resolutions of Claims - When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

Counterparts - This Agreement may be executed in counterparts, a complete set of which shall be deemed an original and one single document. Signatures may be transmitted via facsimile or electronic transmission and are deemed given as of the date of transmittal.

This document shall become a valid contract only when accepted by Contractor, and subsequently by District, and together with the Contractor's Proposal shall constitute the entire agreement between the parties.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Nick Marienthal, Park Supervisor

DATE: January 2, 2019

**SUBJECT: CONSIDERATION AND DIRECTION REGARDING
ARNEILL RANCH PARK PROJECT DESIGN**

SUMMARY

Arneill Ranch Park is one of 28 parks owned and operated by the Pleasant Valley Recreation and Park District. This park was developed in 1980 as a five-acre neighborhood park and offers several exercise amenities including nine exercise stations and a 1/4-mile decomposed granite track. Over the years dirt and thatch have built up around the track creating maintenance issues by not allowing water from irrigation and weather to drain off the track, causing large puddles of standing water for several days. At this time staff is presenting a few initial options for redesigning portions of the park to address both the deterioration of turf and water mitigation.

BACKGROUND

Arneill Ranch Park was developed in 1980 as a five-acre park. This park offers several exercise amenities including nine exercise stations and a 1/4-mile decomposed granite track. The park also has three picnic areas, a playground, a large open grass area used for several different activities, and restrooms. Arneill Ranch Park is one of the only parks to offer all these different exercise stations and a track, making it one of the District's most heavily used sites for exercise.

Over the past 20 years there have been multiple factors which have led to the deterioration of the turf on the inside of the track. The factors which have contributed to the decline are the built up turf known as thatch as well as the dirt/decomposed granite which has blown onto the inside of the field. Water from the irrigation system and rain have not allowed proper drainage which then caused large standing puddles and created maintenance issues.

To help mitigate the initial issue, staff stopped irrigating the perimeter of the track which in turn has left undesirable barren dirt patches around the interior perimeter. The irrigation delivery system altogether is inadequate and compromised due to the number of modifications and reduced pressure loss over the course of the years. Currently, there are approximately 18 irrigation heads per station and the heads are raised to the highest level which has presented complete irrigation coverage problems for the park site.

ANALYSIS

Staff has been evaluating a few initial options to address the current irrigation system and its lack of pressure as well as water mitigation. At a very basic level, staff could take the following actions: 1) Remove the built up lips, 2) Reestablish the original grade around the track to allow for proper drainage, 3) Install two new irrigation valves for the interior-perimeter of the track, and 4) Cut into the existing irrigation lateral line to split the valve into two stations (this allows for increased

pressure and proper coverage throughout the center area). This would increase the irrigation area by approximately 0.5 acres of turf which will increase the water cost around \$2,000 per year.

As part of the District's due diligence regarding water conservation, in 2016 the District installed Weather-Based Irrigation controllers which automatically adjust irrigation schedules by using weather data to estimate soil moisture (taking into account plant type, soil composition and other factors). Staff currently makes adjustments to reduce un-necessary watering. These controllers provide the greatest water savings when replacing old systems. The District Irrigation Specialist along with three to four staff would be able to make these upgrades, however the timing would be dependent upon on current District priorities.

An all-inclusive option for this particular park could be for the District to hire a Landscape Architect to redesign several of the park's features to include: 1) Approximately 24,000 square feet of turf removal on the north and south sides of the park, 2) Replace/relocate some of the existing exercise stations to the edges of the park site, 3) Landscape with drought tolerant plant material and decomposed granite making for an aesthetically pleasing exercise experience, 4) Design a lighting system around the track to better define the outdoor space by emphasizing the track and enhance the safety of the park users during the early evening hours, and 5) Removal of the lip and irrigation design to incorporate newer irrigation technologies.

This potential option could offer the citizens of the District a complete and more useable updated fitness park and space. The park updates could also address the changing demographics, growing population and aging infrastructure. It places an emphasis on sustainability and long-term planning.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

It is recommended the Board provide direction to staff regarding the two initial concepts for redesigning portions of Arneill Ranch Park to address both the deterioration of turf and water mitigation.

ATTACHMENTS

- 1) Site map (1 page)

Arneill Ranch Concept

Legend

- Light Pole
- Possible Workout Station
- Under Consideration



**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: January 2, 2019

**SUBJECT: CONSIDERATION AND DISCUSSION OF DISTRICT
INVESTMENT OPTIONS WITH CALTRUST**

SUMMARY

In July 2018, Director Magner shared information received from a California Special District Association (CSDA) function with General Manager Mary Otten. The General Manager was contacted by Rick Wood, Finance and Administration Director for CSDA. He and Kyle Tanaka with CalTRUST along with Charlie Prasak of Black Rock met with Mary Otten and Leonore Young to explore the new options in which CalTRUST has to offer. CalTRUST presented their investment portfolio to now include banking options. Staff presented this item to the Finance Committee on November 20, 2018 asking for direction on the investment options. The Finance Committee asked staff to take the CalTRUST investment option to the Board with the recommendation to transfer the Ventura County Pool Unrestricted Funds to CalTRUST.

BACKGROUND

During the January 2015 Finance Committee meeting, staff was asked to contact and review CalTRUST's investment options. A representative from CalTRUST, Lyle Defenbaugh, made a presentation to Mary Otten and Leonore Young. At the February 2015 Finance Committee meeting, the Committee directed staff to look at other investment options. Staff met with Steve Hintz, County of Ventura Treasurer-Tax Collector and his staff and reviewed the Ventura County Pool Investment Plan. Staff also met with David Maccagnone and Peter Yanez of Multi-Bank Securities, Inc. (MBS) and discussed their investment options for the District. The Finance Committee met on November 23, 2015 and discussed investment options. At that time the Finance Committee directed staff to present the investment options at the December 3, 2015 Board meeting and recommended for the District to invest with the Ventura County Pool and Multi-Bank Securities and to continue the investment with Local Agency Investment Fund (LAIF).

In July 2018 Director Magner shared information received from a California Special District Association (CSDA) function with the General Manager. The General Manager was contacted by Rick Wood, Finance and Administration Director for CSDA. He and Kyle Tanaka with CalTRUST along with Charlie Prasak of Black Rock met with Mary Otten and Leonore Young to explore the new options CalTRUST has to offer. CalTRUST presented their investment portfolio to now include banking options.

Recently the Ventura County Pool has changed their procedures for withdrawals. Due to a fraud incident the Ventura County Pool requires to have a “wet signature copy” of the withdrawal request in their possession before they will release funds. In prior practice, staff would complete the form, scan and email it to the Ventura County Pool, then place the “wet copy” in the mail. Ventura County Pool would approve the wire with the scanned copy. Since the fraud incident, in order for the County to release funds, they now require possession of the “wet copy” which for same day or following day withdrawals, would require District staff to hand deliver the request to the Government Center. Funds will not be released until the Ventura County Pool receives the original request via the United States Postal Service (USPS).

When the Administrative Services Manager was informed of this new procedure, the Ventura County Pool was advised that District Staff would not be able to hand deliver the requests to the Government Center every time a withdrawal is needed. The Ventura County Pool compromised and is currently accepting a scanned copy of a withdrawal request with the General Manager’s signature and will fund the request, as long as the “wet copy” is received in a timely manner.

Staff brought this item back before the Finance Committee for two reasons: 1) Director Magner asked staff to look at CalTRUST as an investment option and 2) Staff is not sure how long the Ventura County Pool will continue to accept scanned copies for fund withdrawals, which in the future could make withdrawals difficult.

On November 20, 2018 the Finance Committee reviewed this item and asked staff to take the item to the Board with the recommendation to transfer the General Fund Ventura County Pool Unrestricted Funds to CalTRUST and leave the Quimby Funds, Ventura County Pool Restricted with the Ventura County Pool.

ANALYSIS

The District’s current investments are:

Investing Entity	Fund Type	Rate of Return	Liquidity
Local Agency Investment Fund (LAIF)	Capital Funds	2.208%	< \$10M Next Business Day > \$10M 48 Hours Notice
Ventura County Pool – Unrestricted	General Fund – Excess Funds	2.433%	< \$200,000 Next Day \$200,000 to \$1M Two Day
Ventura County Pool – Restricted	Park Dedication Fees (Quimby)	2.433%	< \$200,000 Next Day \$200,000 to \$1M Two Day
Multi-Bank Securities	Park Dedication Fees (Quimby)	2.344% - 2.726%	None

CalTRUST is partnered with California Special District Association (CSDA) and has four accounting options:

Accounting Option	Rate of Return	Liquidity
Short-Term (0 - 2 Years)	2.39%	Next Day
Money Market	2.31%	Same Day
Medium Term (1.5 - 3.5 Years)	2.79%	Three Days
Government	2.08%	Same Day

CalTRUST offers the ability to make deposits or withdrawals online as well as multiple accounts. For example, if all funds were removed from the Ventura County Pool, the District would need a restricted account for the Park Dedication Fee and an unrestricted account for the excess funds the District has but uses for day to day operations.

The District needs flexibility in making withdrawals of these funds, therefore CalTRUST is recommending the District place the funds in the FedFund, which is a government money market fund. This money market fund invests in short-term debt securities such as U.S. Treasury bills and commercial paper and the funds are not backed. FedFund invests at least 99.5% of its total assets in cash, U.S. Treasury bills, notes and other obligations issued or guaranteed. CalTRUST does not charge transaction fees for deposits or withdrawals. The Ventura County Pool does not have fees for deposits or withdrawals and the funds are not backed.

FISCAL IMPACT

The only anticipated fiscal impact from this recommendation is the amount of interest the District would earn depending on type of investment chosen by the Board of Directors.

RECOMMENDATION

Staff met with the Finance Committee on November 20, 2018 and the Finance Committee asked staff to present this item at the January 2019 Board Meeting. Staff is bringing two potential recommendations:

- 1) To transfer the Ventura County Pool Unrestricted Funds to CalTRUST money market and leave the Ventura County Pool Restricted Funds with the Ventura County Pool or
- 2) Leave all funds with the Ventura County Pool and in the event the Ventura County Pool requires a “wet signature” prior to the transfer of funds, staff would have the authority to open up a CalTRUST money market account and move the Ventura County Pool Unrestricted Funds to CalTRUST.

ATTACHMENTS

- 1) CalTRUST Information (8 pages)
- 2) CalTRUST Client List (1 page)

Flexible funds, to fit all of your needs.

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Our Investment Manager:

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Our Program Administrator:



For More Information, Contact Our Staff:

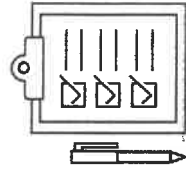
Laura Labanieh
Administrator
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laura@caltrust.org

Kyle Tanaka
Member Services Associate
(916) 650-8114
kyle@caltrust.org

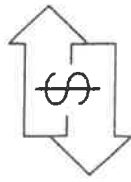


Public Agency Investment Solutions

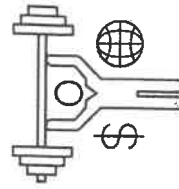
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Four Great Account Options, One Convenient Pooling Method.

We help public agencies pool their assets for investment.

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An Innovative Partnership.

What is CalTRUST?

CalTRUST is a California public agency investment solution, created by California public agencies for California public agencies to provide efficient, convenient, and professionally managed investment solutions.

Who Can Participate?

Any California public agency may participate in CalTRUST. As well as non-profit entities whose membership is confined to public agencies or public officials.

How is CalTRUST Governed?

CalTRUST itself is a public agency, a Joint Powers Authority (JPA), and is governed by an experienced Board of Trustees consisting of California public agency investment officials and policy-makers.

What Types of Securities Are Being Invested In?

CalTRUST invests in fixed-income securities eligible for investment pursuant to California Government Code Sections 53601, et seq., and 53635, et seq. Investment guidelines adopted by the CalTRUST Board of Trustees may further restrict the types of investments held in the program. Leveraging within the CalTRUST funds is prohibited. The CalTRUST Trustees review the CalTRUST Investment Policy annually.

Short-Term:

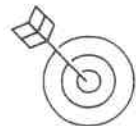
Liquidity: Next-Day

Target Duration: 0-2 Years

S&P Rating: AAF

Benchmarks:

Local Agency Investment Fund (L-AIF) and the Barclays Short-Term Government/Corporate Index



Medium-Term:

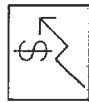
Liquidity: Three-Days

Target Duration: 1.5 - 3.5 Years

S&P Rating: A+f

Benchmarks:

Bank of America Merrill Lynch 1-3 Year AAA-A US Corporate & Government Index



Money Market:

Liquidity: Same-Day

W.A.M.* 25 Days

S&P Rating: AAAm



Government:

Liquidity: Same-Day

W.A.M.* 37 Days

S&P Rating: AAAm



Becoming a CalTRUST participant is easy! Sign up today.

Simply review the Joint Exercise of Powers Agreement, Information Statement, and Investment Policy then complete and return a Participation Agreement Form. All the necessary documents are available on the website. An agency does NOT have to join the JPA in order to become a CalTRUST participant.

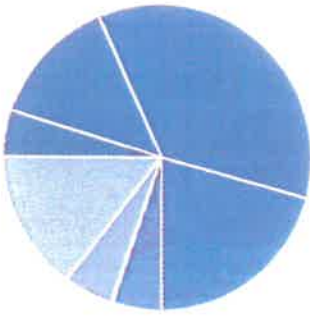
vested



	CalTRUST Short Term	LAIF	CalTRUST Short Term Total Return	CalTRUST Short Term Yield	LAIF Yield
Market Value	\$1,531,233,108.44	N/A	0.17%	0.17%	0.15%
NAV per Share	\$10.01	N/A	0.58%	0.48%	0.44%
Yield	2.11%	1.90%	0.86%	0.86%	0.79%
Period Total Return	0.17%	0.15%	1.41%	1.48%	1.37%
Effective Duration	0.40 yrs	N/A	1.10%	1.20%	1.06%
Average Maturity	0.95 yrs	0.50 yrs	0.95%	1.00%	0.85%
			0.76%	0.76%	0.61%
			0.83%	0.78%	0.71%
			1.71%	1.69%	1.61%

* Annualized

Portfolio Sector Breakdown



Portfolio Quality Breakdown



3 days



	Caitrust Medium Term	Merrill Lynch 1-3 Corp & Gov't, A Rated and Above	Caitrust Medium Term Yield	Merrill Lynch 1-3 Corp & Gov't, A Rated and Above
Market Value	\$984,576,798.55	N/A	0.16%	0.22%
NAV per Share	\$9.90	N/A	0.48%	0.66%
Yield	2.48%	N/A	0.91%	1.26%
Period Return	-0.14%	-0.15%	1.67%	1.93%
Effective Duration	1.85 yrs	1.82 yrs	1.40%	1.03%
Average Maturity	2.15 yrs	1.89 yrs	1.25%	1.19%
			1.03%	1.10%
			1.34%	1.67%
			2.02%	2.37%

	Caitrust Medium Term Total Return	Caitrust Medium Term Yield
One Month	-0.14%	0.16%
Three Month	0.28%	0.48%
Six Month	0.10%	0.91%
One Year*	0.26%	1.67%
Two Year*	0.30%	1.40%
Three Year*	0.68%	1.25%
Five Year*	0.76%	1.03%
Ten Year*	1.28%	1.34%
Since Inception*	1.98%	2.02%

*Annualized



FedFund (Institutional Shares)

Institutional | Government | Constant Net Asset Value

www.blackrock.com/cash

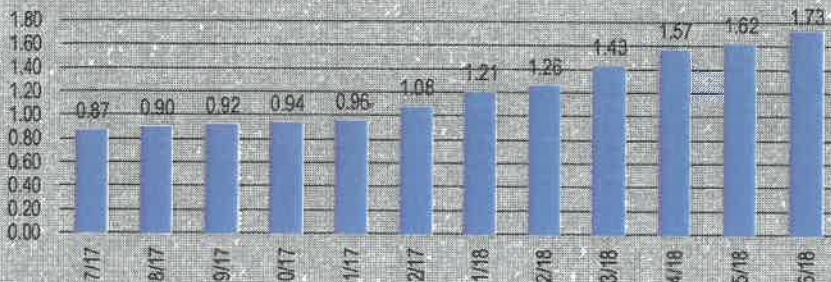
Investment Objective

FedFund seeks current income as is consistent with liquidity and stability of principal.

Investment Policy

FedFund invests at least 99.5% of its total assets in cash, U.S. Treasury bills, notes and other obligations issued or guaranteed as to principal and interest by the U.S. Government, its agencies or instrumentalities, and repurchase agreements secured by such obligations or cash.

Performance (30-Day Yield %)*1



7-day SEC yield as of 6/30/18 was 1.80%²

* Sources: BlackRock, Inc. and BNY Mellon.

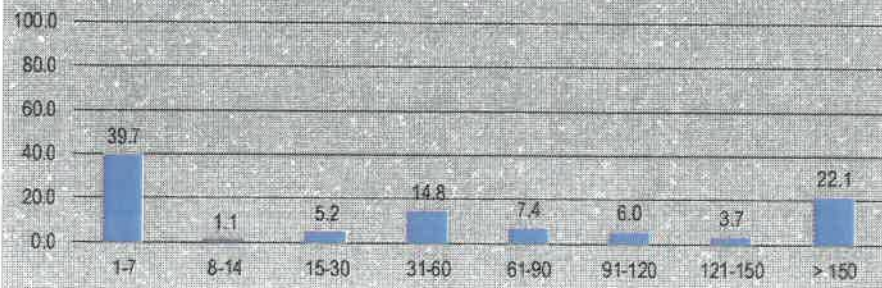
The investment advisor and/or other service providers for the BlackRock FedFund (Institutional Shares) sometimes waive a portion of their fees or reimburse expenses to the Fund. When they do, operating expenses are reduced and total returns to shareholders in the Fund increase. These waivers and reimbursements can be discontinued at any time. Without such waivers and reimbursements, which were in effect for all or a portion of the period shown, the 7-day SEC yield would be 1.79%.

% Net Total Return³ (Period Ending 6/30/18)

1 Year	3 Years	5 Years	10 Years
1.21	0.60	0.36	0.30

Performance data represents past performance and does not guarantee future results. Yields will vary. Current performance may be lower or higher than the performance data quoted. Please call 800-441-7450 or log on to www.blackrock.com/cash to obtain performance data current to the most recent month-end.

% Maturity Distribution



Fund Details

Symbol	TFDXX
Size	\$96,452.1 million
Inception	October 1, 1975
Minimum Investment	\$3 million
Trading Deadline	5pm (ET)
Weighted Average Maturity (WAM) ⁴	34 days
Weighted Average Life (WAL) ⁵	90 days
Standard and Poor's	AAAm
Moody's	AAA-mf
Gross Expense Ratio [†]	0.19%
Net Expense Ratio [†]	0.17%
CUSIP #	09248U700
Portfolio #	30

This Fund fits an exemption from that rule which permits a state regulated insurance company to report shares of this fund as debt. Representatives of state regulated insurance companies should contact the NAIC's Securities Valuation Office for further information on the criteria for listing on the U.S. Direct Obligations/Full Faith and Credit Exempt List (http://www.naic.org/prod_serv/MMF-ZS-18-06.pdf).

[†] Expenses are as of the most current prospectus. Investment dividend expense, interest expense, acquired fund fees and expenses and certain other fund expenses are included in the Net. BlackRock may contractually agree to waive or reimburse certain fees and expenses until a specified date. Contractual waivers are terminable upon 90 days' notice by a majority of the fund's non-interested trustees or by a vote of the majority of the outstanding voting securities of the fund. The investment advisor and/or other service providers may also voluntarily agree to waive certain fees and expenses which can be discontinued at any time without notice. When waivers or reimbursements are in place, the operating expenses are reduced and total returns to the shareholder in the fund increase. Please see the prospectus for additional information.

Asset Allocation%[†]



[†] Does not reflect other receivables and payables.

Not FDIC Insured • No Bank Guarantee • May Lose Value

TLS0718U-548108-1716161

Important Notes

You should consider the investment objectives, risks and expenses of the Funds carefully before investing. The Funds' prospectuses and, if available summary prospectuses, contain this and other information about the Funds and are available by calling our Client Service Center at 800-441-7450 or by visiting www.blackrock.com/cash. Please read the prospectus carefully before investing.

You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time.

This material is not intended to be a recommendation or advice by BlackRock. If this material were construed to be a recommendation by BlackRock, BlackRock would seek to rely on Department of Labor Regulation Section 2510.3-21(c)(1). As such, by providing this material to you, a plan fiduciary that is independent of BlackRock, BlackRock does not undertake to provide impartial investment advice or give advice in a fiduciary capacity. Further, BlackRock receives revenue in the form of advisory fees for our mutual funds and exchange traded funds and management fees for our collective investment trusts.

This material must be preceded or accompanied by a prospectus.

¹Average annualized 30-day yields are based on net investment income and distributed gains or losses for the period shown. Past performance is no guarantee of future results. Yields will fluctuate as market conditions change. ²The 7-Day yield is computed in accordance with methods prescribed by the SEC. The 7-Day SEC yield excludes distributed capital gains/losses. ³The fund's current yield more closely reflects the current earnings of the fund than the total net return quotations. ⁴Weighted Average Maturity: Calculated by the final maturity for a security and the interest rate reset date held in the portfolio. This is a way to measure a fund's sensitivity to potential interest rate changes. ⁵Weighted Average Life: Measurement of a fund's sensitivity to a deteriorating credit environment; potential credit spread changes or tightening liquidity conditions. The WAL calculation is based on a security's stated final maturity date or, when relevant, the date of the demand feature when the fund may receive payment of principal and interest.

All portfolio information provided is as of June 30, 2018, unless otherwise noted, and is subject to change. Ratings by S&P and Moody's apply to the credit quality of a portfolio and are not a recommendation to buy, sell or hold securities of a Fund, are subject to change, and do not remove market risks associated with investments in the Fund. For complete information on the methodology used by each rating agency, please visit the following websites.

S&P - http://www.standardandpoors.com/en_US/web/guest/article/-/view/sourceId:504357;

Moody's - https://www.moody's.com/researchdocumentcontentpage.aspx?docId=PBC_79004.

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TempFund (Institutional Shares)

Institutional | Prime | Floating Net Asset Value

www.blackrock.com/cash

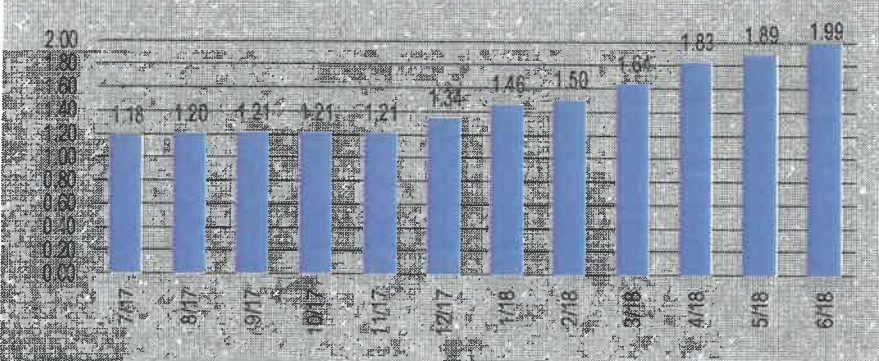
Investment Objective

TempFund seeks as high a level of current income as is consistent with liquidity and stability of principal.

Investment Policy

TempFund primarily invests in first-tier securities, which may include domestic and foreign corporate obligations, domestic bank obligations, securities issued or guaranteed by the US government or its agencies, and fully collateralized repurchase agreements.

Performance (30-Day Yield %)¹



7-day SEC yield as of 6/30/18 was 2.06%²

* Sources: BlackRock, Inc. and BNY Mellon.

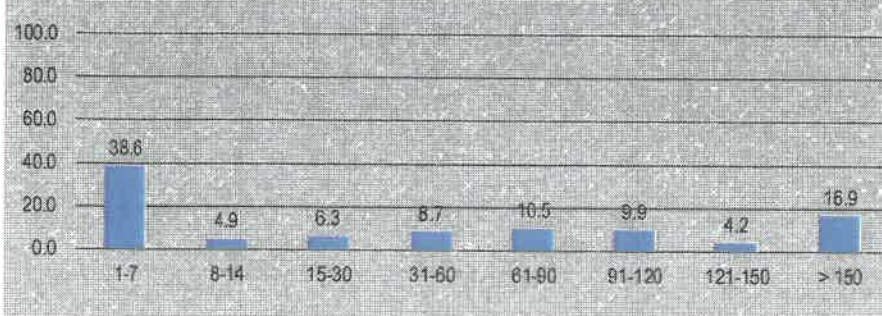
The investment advisor and/or other service providers for the BlackRock TempFund (Institutional Shares) sometimes waive a portion of their fees or reimburse expenses to the Fund. When they do, operating expenses are reduced and total returns to shareholders in the Fund increase. These waivers and reimbursements can be discontinued at any time. Without such waivers and reimbursements, which were in effect for all or a portion of the period shown, the 7-day SEC yield would be 2.01%.

% Net Total Return³ (Period Ending 6/30/18)

1 Year	3 Years	5 Years	10 Years
1.47	0.84	0.53	0.49

Performance data represents past performance and does not guarantee future results. Yields will vary. Current performance may be lower or higher than the performance data quoted. Please call 800-441-7450 or log on to www.blackrock.com/cash to obtain performance data current to the most recent month-end.

% Maturity Distribution

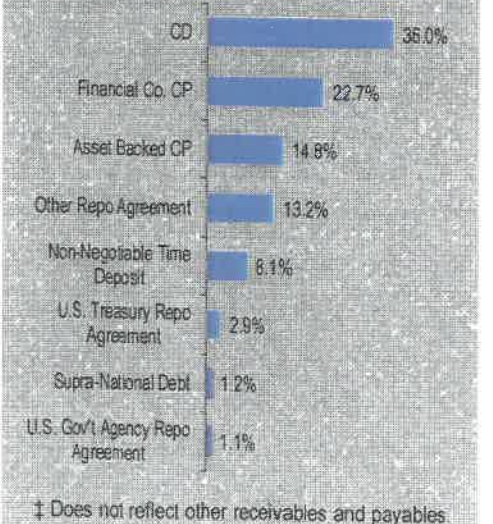


Fund Details

Symbol	TMPXX
Size	\$11,312.7 million
Inception	October 10, 1973
Minimum Investment	\$3 million
Trading Deadline	8am/12pm/3pm (ET)
Weighted Average Maturity (WAM) ⁴	27 days
Weighted Average Life (WAL) ⁵	69 days
Standard and Poor's	AAAm
Moody's	Aaa-mf
Gross Expense Ratio [†]	0.22%
Net Expense Ratio [†]	0.18%
CUSIP #	09248U619
Portfolio #	24

[†] Expenses are as of the most current prospectus. Investment, dividend, expense, interest, expense, acquired fund fees and expenses and certain other fund expenses are included in the Net. BlackRock may contractually agree to waive or reimburse certain fees and expenses until a specified date. Contractual waivers are terminable upon 90 days' notice by a majority of the fund's non-interested trustees or by a vote of the majority of the outstanding voting securities of the fund. The investment advisor and/or other service providers may also voluntarily agree to waive certain fees and expenses which can be discontinued at any time without notice. When waivers or reimbursements are in place, the operating expenses are reduced and total returns to the shareholder in the fund increase. Please see the prospectus for additional information.

Asset Allocation^{6,†}



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Important Notes

You should consider the investment objectives, risks and expenses of the Funds carefully before investing. The Funds' prospectuses and, if available summary prospectuses, contain this and other information about the Funds and are available by calling our Client Service Center at 800-441-7450 or by visiting www.blackrock.com/cash. Please read the prospectus carefully before investing.

You could lose money by investing in the Fund. Because the share price of the Fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. The Fund may impose a fee upon sale of your shares or may temporarily suspend your ability to sell shares if the Fund's liquidity falls below required minimums because of market conditions or other factors. An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time.

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This material must be preceded or accompanied by a prospectus.

¹ Average annualized 30-day yields are based on net investment income and distributed gains or losses for the period shown. Past performance is no guarantee of future results. Yields will fluctuate as market conditions change. ² The 7-Day yield is computed in accordance with methods prescribed by the SEC. The 7-Day SEC yield excludes distributed capital gains/losses. ³ The fund's current yield more closely reflects the current earnings of the fund than the total net return quotations. ⁴ Weighted Average Maturity: Calculated by the final maturity for a security and the interest rate reset date held in the portfolio. This is a way to measure a fund's sensitivity to potential interest rate changes. ⁵ Weighted Average Life: Measurement of a fund's sensitivity to a deteriorating credit environment, potential credit spread changes or tightening liquidity conditions. The WAL calculation is based on a security's stated final maturity date or, when relevant, the date of the demand feature when the fund may receive payment of principal and interest.

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S&P - http://www.standardandpoors.com/en_US/web/quest/article/-/view/sourceId/504352;

Moody's - https://www.moody.com/researchdocumentcontentpage.aspx?docid=PBC_79004.

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Cal Trust Client List

BEAUMONT-CHERRY VALLEY WATER DISTR
CALIFORNIA SPECIAL DISTRI
CASTRO VALLEY SANITARY DISTRICT
CASTROVILLE COMMUNITY SERVICES DIST
CAYUCOS SANITARY DISTRICT
CENTRAL CA IRRIGATION DIS
CHINO BASIN WATER CONSERV
CHINO VALLEY INDEPENDENT FIRE DISTR
COACHELLA VALLEY MOSQUITO & VECTOR
CONSOLIDATED CENTRAL VALL
CPS HUMAN RESOURCE SERVIC
CRESTLINE SANITATION DISTRICT
CSDA ADVOCACY FUND
CSDA FINANCE CORPORATION
CUTLER PUBLIC UTILITY DISTRICT
DUDLEY RIDGE WATER DISTRICT
EASTERN MUNICIPAL WATER
FALLBROOK REGIONAL HEALTH DISTRICT
FLORIN RCD/ELK GROVE WATER DISTRICT
GREATER LA COUNTY VECTOR CONTROL
HELENDALE COMMUNITY SERVI
HERLONG PUBLIC UTILITY DISTRICT
INLAND EMPIRE RCD-CENTEX SYCAMORE
INLAND EMPIRE RCD-GENERAL SAVINGS
INLAND EMPIRE RCD-GOOSE CREEK GC
INLAND EMPIRE RCD-LEGAL DEFENSE
INLAND EMPIRE RCD-PROLOGIS BEAUMONT
INLAND EMPIRE RCD-PROLOGIS ONTARIO
INLAND EMPIRE RCD-VILA BORBA
INLAND EMPIRE RESOURCE CONSERVATION
IRONHOUSE SANITARY DISTRICT
JAMES IRR DIS-WTR BANK INC
JAMES IRRIGATION DISTRICT
KAWEAH DELTA HEALTH CARE DISTRICT
KINGS RIVER CONSERVATION
KINNELOA IRRIGATION DISTRICT
LAKE HEMET MUNICIPAL WATER DIST
MAMMOTH COMMUNITY WATER DISTRICT
MAXWELL IRRIGATION DISTRICT
MCKINLEYVILLE CSD
MIDPENINSULA REGIONAL
MISSION SPRINGS WATER DISTRICT
MONTEREY PENINSULA REG PA
MONTEREY PENINSULA RPD-SEAWALL MIT
NORTH OF THE RIVER MUNICIPAL WATER
OILDALE MUTUAL WATER COMPANY
ORANGE COUNTY CEMETERY DISTRICT
ORCHARD DALE WATER DISTRICT
PALM RANCH IRRIGATION DISTRICT
PHELAN PINON HILLS COMMUNITY SRV DT
POTTER VALLEY IRRIGATION DISTRICT
RANCHO SANTA FE FIRE PROTECTION
RCDSMM-CAPITAL PLANNING FUND
RCDSMM-CONSERVATION EASEMENT
RCDSMM-LVUSD CE ENDOWMENT
RCDSMM-RESERVE FUND
REGIONIAL GOVERNMENT SVS AUTH
ROSAMOND COMMUNITY SVS DISTRICT
SACRAMENTO REG TRANSIT DIST-DEV FEE
SACRAMENTO REGIONAL TRANSIT DIST
SAN BERNARDINO VALLEY WATER CONSERV
SAN DIEGO UNIFIED PORT DISTRICT
SAN GORGONIO PASS WATER AGENCY
SAN LUIS & DELTA-MENDOTA
SANTA BARBARA SAN LUIS OBISPO REGIO
SOUTH FEATHER WATER & POWER
SOUTH PLACER MUNICIPAL UTILITY DIST
SPECIAL DISTRICTS LEADERSHIP FDTN
THE SANTA LUCIA COMMUNITY SERVICES
TRANS AUTH OF MARIN VRF FUND
TRANS AUTH OF MARIN/SALES TAX FUND
TRANS AUTH OF MARIN/TFCA FUND
TRANSPORTATION AUTHORITY OF MARIN
TULARE IRRIGATION DISTRICT
TULARE LOCAL HEALTHCARE DISTRICT
VALLEY SANITARY DISTRICT
VICTOR VALLEY WASTEWATER RECLAM AUT
WATER FACILITIES AUTHORITY
WEST VALLEY MOSQUITO AND
WEST VALLEY WATER DISTRICT
WESTLANDS WATER DISTRICT
WESTLANDS WATER DISTRICT-LAND&WATER
YORBA LINDA WATER DISTRICT

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Anthony Miller, Administrative Analyst

DATE: January 2, 2019

**SUBJECT: CONSIDERATION OF A PROPOSED RIGHT OF ENTRY
AGREEMENT BETWEEN ADVANTAGE TELECOM INC.
AND PLEASANT VALLEY RECREATION AND PARK
DISTRICT**

SUMMARY

Advantage Telecom Inc., the District's internet service provider (ISP) is requesting to use the roof of the Administrative Offices for the installation of a radio to provide high-speed internet service to the Royal Gardens of Camarillo nursing home across Carmen Dr. Advantage Telecom will reduce the District's monthly fee for the Community Center's internet service. Advantage Telecom will need access to the "Riso Room" and rooftop in order to install the radio and perform periodic maintenance. In the event of a change in the District's ISP, Advantage Telecom will be required to pay a fee for continued usage of the rooftop.

BACKGROUND

In September 2018, Steve Henry of Advantage Telecom, Inc. approached District staff with a proposed reduction in rates for the District's internet service in return for allowing Advantage Telecom to use the rooftop of the Community Center Administrative Offices as a location for a radio. The radio would provide high-speed internet service across the street to the Royal Gardens nursing home, as that location does not have access to an in-ground high speed connection.

The Park District has been in an agreement with Advantage Telecom for internet services since August 2016. In general, the Park District has a good relationship with this contractor. The current service contract with Advantage is set to expire in August of 2019.

ANALYSIS

District staff has determined that the proposed installation will have little to no effect upon District operations while providing the District a monthly cost savings of \$215. District staff drafted an agreement with the goal of minimizing the impact upon District resources while still providing reasonable means of access to Advantage Telecom staff for maintenance and repair purposes. This has been achieved by including the following items within the Agreement:

1. Generally, work will be in compliance with Camarillo's noise ordinance between the hours of 8:00 am and 4:00 pm.
2. Generally, work will be completed during "District" business hours. For access outside of normal working hours, Advantage Telecom will attempt to provide 72-hour notice.
3. At the conclusion of the use, the Work Area will be restored to its original state with Advantage Telecom paying for actual costs associated with the modifications and restoration.
4. Advantage Telecom shall, at its expense, replace all District Property which is damaged in connection with this Project.
5. The term of this Agreement aligns with the terms of the District's internet service agreements and will be negotiated together as a whole.
6. If the District's internet service contracts with Advantage expire, this Agreement will continue with a three-year term and Advantage agrees to pay the District \$215 per month in lieu of a service discount.
7. If Advantage's client's (Royal Gardens of Camarillo) contract for service expires, this agreement will also expire unless otherwise negotiated.

FISCAL IMPACT

The District will see a cost savings of \$215 per month for internet services with the approval of this agreement.

RECOMMENDATION

It is recommended that the Board approve the Right of Entry Agreement with Advantage Telecom for the use of the Community Center Administrative Offices' rooftop.

ATTACHMENT

- 1) Right of Entry Agreement (14 pages)

TELECOMMUNICATIONS FACILITIES LICENSE AGREEMENT

I. PARTIES AND DATE.

This TELECOMMUNICATIONS FACILITIES LICENSE AGREEMENT (“**Agreement**”) is made as of _____, 20__ (“**Effective Date**”), by and between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency (“**Licensor**”), and ADVANTAGE TELECOM, INC., a California corporation (“**Licensee**”). Licensor and Licensee are sometimes individually referred to as a “Party” and collectively as the “Parties.” All references to Licensor include its elected officials, officers, directors, employees, agents, and volunteers when applicable. All references to Licensee include its personnel, employees, agents, and subcontractors when applicable.

II. RECITALS.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Licensor is the owner of a certain parcel of real property known as Assessor’s Parcel Number 165-0-010-590 in the City of Camarillo, County of Ventura, State of California, which is improved with a building used as Administrative Offices and Classrooms incorporated herein by this reference (“**Property**”).

B. Licensee seeks to install, erect, operate, and maintain certain structures and equipment, including all support structures, devices, accessory equipment, and enclosures thereof (“**Telecommunications Facilities**”), on the Property for receiving and/or transmitting voice, data, image, graphic, or video programming information by wire, cable, fiber optics, laser, microwave, radio, satellite transmission, or other similar mediums, with or without the benefit of any closed transmission medium(the “**Telecommunications Services**”). The Telecommunications Services licensed hereunder more specifically include the provision of internet services to the Royal Gardens complex located across Carmen Drive at APN No. 165-0-360-060 (the “**Client**”). The Telecommunications Facilities include one High-Gain, Directional, 2x2 MIMO Antenna (the “**Antenna**”) and all in-building circuitry connected to same.

III. TERMS.

1.0 Grant of License for Use of Premises. Licensor hereby grants to Licensee, for the purposes set forth in this Agreement and subject to any limitations and restrictions described herein, the following:

(i) An exclusive license, irrevocable during the term of this Agreement, to enter upon and use that portion of the Property described as a twenty-foot (20’) by twenty-foot (20’) space located on the rooftop of the Property’s Administrative Office building (containing approximately four-hundred (400’) square feet of space (the “**Site**”). The Site further includes the area needed for Licensor to connect to, and operate, a circuit/conduit connection to the Antenna that runs within the “Riso Room” of the Administrative Offices. All circuit and conduit connections servicing Licensor’s rooftop Antenna are existing and internally-

located within the Administrative Office building and do not entail any outdoor circuit or cable runs. The general area of the Site, including the rooftop location of the Antenna and general location of conduit runs, is further depicted in Exhibit A, attached hereto and incorporated herein by this reference; and

(ii) A nonexclusive license, irrevocable during the term of this Agreement, in, over, and under those portions of the Property, as more particularly shown in Exhibit A, to provide Licensee physical access to the Site by its personnel and equipment from the nearest public right-of-way, and utility connections from the nearest point of utility service to the Site (“**Access Areas**”).

The Site and Access Areas are hereinafter collectively referred to as the “**Premises.**” Licensor and Licensee agree that the Premises may be surveyed by a surveyor licensed in the State of California at the sole cost of Licensee, and such survey shall supplement Exhibit A, become a part of this Agreement, and control the description of the Premises upon approval by Licensor. The rights granted to Licensee in the Access Areas include the right of pedestrian and vehicular ingress and egress to the Premises between the hours of 8:00 am and 4:00 pm on weekdays excluding Licensor’s designated holidays. Notwithstanding this provision, Licensee shall have a right to enter the Access Areas outside of the hours of 8:00 am and 4:00 pm on weekdays in order to perform emergency repairs (including equipment failure) pursuant to Section 5.2.

2.0 Use of Premises; Prior Approvals. The Site may be used by Licensee for Licensee’s Telecommunications Facilities to provide the Telecommunications Services to Licensor and Licensee’s Client, and the Access Areas may be used by Licensee for physical access to the Site by Licensee’s personnel and equipment and for utility connections to the Site, for the purpose of installing, erecting, operating, repairing and maintaining Licensee’s Telecommunications Facilities. Licensee shall not use the Premises for any other purpose without the prior written consent of Licensor. Licensee shall not make any use or construct any Improvements upon the Premises, without first obtaining and fully complying with all permits, authorizations, and approvals required for such use or improvements by the City of Camarillo Municipal Code, except that Licensee may enter upon the Premises for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, or other reasonably necessary tests in furtherance of obtaining such permits, authorizations, and approvals. However, Licensor shall bear no responsibility or liability under this Agreement for Licensee’s inability to make use of the Premises for failure to obtain any required permit, authorization, or approval.

3.0 Term. The term of this Agreement shall start from the date of full execution by both Parties (the “**Commencement Date**”). The term will be the same as any concurrent service contract the Licensor currently holds with Licensee for internet services provided to the Property by Licensee. All negotiations regarding the renewal of current Licensor service agreements may include the negotiation of this Agreement at the option of either Party. Either Licensee or Licensor may revoke this Agreement for any reason by providing 180 days written notice to the opposite Party, however, the Agreement may continue in force if required to transition Licensee’s Client Telecommunications Service to another carrier. Licensee shall

promptly notify Licensor in writing upon expiration of all Licensee's service contracts with its Client, at which time this Agreement shall be deemed expired. 5

4.0 Licensee Fee (Discount). During the initial term of this Agreement, Licensee shall provide Licensor a discount equal to \$215 upon the Licensor's costs of internet services provided by Licensee to the Licensor. Upon the termination or renewal of this initial Agreement, the discount or effective payment by Licensee to Licensor shall be negotiated in good-faith between both parties. Licensee shall reflect this discount into its monthly service invoices as a "Use Fee".

5.0 Licensee's Facilities.

5.1 Generally. Licensee is hereby authorized to erect, maintain, repair and operate the Telecommunications Facilities on the Site, including without limitation, electronic equipment (excluding such circuits or conduit owned by Licensor as of the Commencement Date), radio transmitting and receiving antennas, and supporting equipment and structures thereto ("**Licensee's Facilities**"). In connection therewith, Licensee has the right to do all work necessary to prepare, maintain, and alter the Premises for Licensee's Telecommunications Facilities and to install and operate transmission lines connecting the antennas to the transmitters and receivers. All of Licensee's construction and installation shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner. Licensee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances and shall discharge or bond any mechanic's lien filed or recorded. Title to Licensee's Facilities shall be held by Licensee. All of the Licensee's Facilities shall remain Licensee's personal property and are not fixtures. Licensee has the right to remove all of Licensee's Facilities at its sole expense on or before the expiration or termination of this Agreement in accordance with Section 15.0 of this Agreement.

5.2 Risk of Loss: Maintenance and Repair. Licensee acknowledges and agrees that Licensee bears all risk of loss or damage or Licensee's Facilities pursuant to this Agreement except as provided herein. Licensee shall, at its own sole cost and expense, operate, maintain, repair, and utilize Licensee's Facilities and the Premises in a manner which does not create a danger to, or interfere with, the Property or any use of the Property by Licensor, the public, or any other licensee, invitee or lessee whose use of the Property predates the Commencement Date. Licensee agrees to repair or replace to Licensor's reasonable satisfaction any facilities or property Licensor reasonably determines has been damaged, destroyed, defaced, or otherwise injured as a result of work performed or services provided by Licensee under this Agreement. Licensee shall notify Licensor by telephone or email no less than seventy-two (72) hours prior to any repair or maintenance activities on the Premises. Said notice period may be shorter in the event of an emergency (including equipment failure) that requires immediate and unanticipated repairs.

5.3 Dangerous Condition. If, in Licensor's reasonable judgment, Licensee's Facilities create substantial risk of harm to persons or property, Licensor may, after twenty-four (24) hours advance telephone and written notice to Licensee, perform such work as Licensor deems necessary to reduce or mitigate such risk of harm. In such event, Licensee shall reimburse Licensor for all reasonable costs and expenses incurred by Licensor, to the extent caused by Licensee or its Facilities, in performing such work, within thirty (30) days after a bill is

received by Licensee. Failure on the part of Licensor to perform the obligations of Licensee shall not release Licensee from liability hereunder for any loss or damage occasioned thereby.

6.0 Underground Storage Tanks. Licensee shall not install or use any underground storage tanks on the Property unless specifically approved in advance in writing by Licensor, which approval may be withheld in Licensor's sole and absolute discretion.

7.0 Noninterference. Licensee shall resolve technical interference problems with other communications equipment located at the Property, or communications equipment owned or operated by Licensor regardless of its location, as of the Commencement Date or with any equipment that Licensee attaches to the Property at any future date when Licensee desires to add additional equipment. Licensor shall not permit or suffer the installation of any fixture or equipment which (a) results in interference with Licensee's then-existing equipment or use of the Premises, or (b) encroaches onto the Site.

8.0 Conformance to Applicable Laws or Regulations. Licensee shall keep fully informed and in compliance with all applicable statutes, ordinances, rules, regulations, final orders and decisions issued by any federal, state, or local governmental body or agency, including without limitation those issued by the City of Camarillo, California Public Utilities Commission and Federal Communications Commission ("**Standards**") to the extent such Standards are legally applicable to Licensee. Licensee shall indemnify Licensor, in accordance with the terms of this Agreement, for all liability and costs incurred by Licensor as a result of Licensee's failure to comply with applicable Standards. Licensee's indemnification obligation under this provision shall survive the expiration or termination of this Agreement.

9.0 Taxes. The possessory property interest created by this Agreement may be subject to taxation pursuant to California Revenue & Taxation Code Section 107, *et seq.* Licensor shall make payment of all real property taxes and general and special assessments levied against the Property which it has a duty to pay, and Licensee shall reimburse Licensor for any real property taxes attributable to the value of improvements placed on the Premises by Licensee. If personal property taxes or possessory interest taxes are assessed, Licensor shall forward any such tax bill to Licensee, and Licensee shall pay any portion of such taxes attributable to Licensee's Facilities directly to the appropriate taxing authority.

10.0 Abandonment. Should Licensee fail at any time for a continuous period of six (6) months to use the Licensee's Facilities or the Property or any part thereof for the purposes contemplated by this Agreement, then Licensor may terminate this Agreement to the extent of the portion so abandoned or discontinued. In addition to any other rights or remedies, Licensor shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

11.0 Destruction. If Licensee's Facilities are damaged or destroyed, Licensee may elect to terminate this Agreement as of the date of the damage or destruction by giving written notice to Licensor no more than forty-five (45) days following the date of such damage or destruction. If Licensee chooses not to terminate this Agreement, the applicable licensee fee/discount in Section 4.0 shall be abated in proportion to the actual reduction or

abatement in Licensee's use of the Premise until the Site and/or the Telecommunications Facilities are restored to the condition existing immediately prior to such damage or destruction. 7

12.0 Default; Termination. If either party is in default under this Agreement for a period of (a) fifteen (15) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement.

13.0 Surrender of Premises; Holding Over. Whenever Licensee is required to surrender the Premises to Licensor due to abandonment, destruction, or condemnation of the Premises, or the expiration or termination of this Agreement, or for any other reason as provided in this Agreement, Licensee shall, at its sole cost and expense, promptly, safely, and carefully remove all Licensee's Facilities from the Premises and return the Premises to the Licensor in the condition in which the Premises existed immediately prior to installation of Licensee's Facilities, normal wear and tear excepted. If Licensee fails to complete performing the work required by this Section within thirty (30) days following expiration or the earlier termination of this Agreement, or if Licensee fails to diligently perform all work required by this Section to its completion, then Licensor shall have the right to perform such work. In such event, Licensee shall reimburse Licensor for all costs and expenses reasonably incurred by Licensor in performing such work, within thirty (30) days after a bill is received by Licensee. Upon receipt of payment, Licensor shall promptly return Licensee's Facilities and other equipment removed by Licensor pursuant to this Section. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Whenever Licensee is required to surrender the Premises to Licensor due to abandonment, destruction, or condemnation of the Premises, or the expiration or termination of this Agreement, or for any other reason as provided in this Agreement, Licensee shall remit \$215 per month to Licensor's Administrative Services Manager for the duration of Advantage's holding over upon the Premises.

14.0 Relocation. Subject to the other provisions of this Agreement, in the event Licensor desires to redevelop, modify, remodel or in any way alter the Site or Premises and/or any improvements thereon ("Redevelopment"), Licensor shall in good faith use its best efforts to fully accommodate Licensee's continuing use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Premises or Licensee's Facilities, and/or any alterations to Licensee's Facilities, Licensee shall relocate or make the necessary alternations, at Licensee's sole cost, expense and risk; provided however that Licensor has provided Licensee with no less than six months prior written notice of Licensor's proposed Redevelopment. If Licensee, in its sole discretion, cannot relocate to a location on Licensor's Property that is technologically and operationally feasible, Licensee may terminate this Agreement with thirty (30) days written notice to Licensor. Licensor shall only be entitled to require Licensee to relocate Licensee's Facilities as set forth above after the expiration or earlier termination of this Agreement. Licensee shall not be required to relocate, at Licensee's expense, more than one (1) time during the term of

this Agreement. In the event that the Licensor requires that Licensee's Facilities be relocated more than one (1) time during the term hereof, said relocation shall be at Licensor's expense.

15.0 No Warranties of Fitness or Suitability. Licensee acknowledges that Licensor has made no warranties or representations regarding the fitness or suitability of any of the Premises for the installation of Licensee's Facilities or for Licensee's intended use of Premises. Any performance of work or costs incurred by Licensee or provision of services contemplated under this Agreement by Licensee is at Licensee's sole risk.

16.0 Warranties of Licensor. Licensor warrants that (i) it owns good and sufficient title to and interest in the Property, (ii) it has the full right, power, and authority to execute deliver and perform this Agreement, (iii) Licensee is entitled to access to the Premises in accordance with this Agreement and have quiet possession of the Premises throughout the term so long as Licensee is not in default beyond the expiration of any cure period, and (iv) Licensor shall not have unsupervised access to the Licensee's Facilities except as specifically provided in this Agreement.

17.0 Subordinate Rights. This Agreement is subject and subordinate to the prior rights and obligations of Licensor, its successors and assigns, to use the Property in the exercise of its powers and in the performance of its duties, including those as a public agency, provided that the foregoing not unreasonably interfere with Licensee's use of the Premises, including Licensee's right to install, operate and maintain the Licensee's Facilities as provided in this Agreement. Accordingly, there is reserved and retained unto Licensor, its successors, assigns, grantees, and permittees, the right to construct and reconstruct facilities and appurtenances in, upon, over, under, across, and along the Property and in connection therewith, the right to grant and convey to others, rights and interests to the Property, provided that the foregoing not unreasonably interfere with Licensee's quiet enjoyment of the Premises as provided in this Agreement. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims, and other matters of title ("Title Exceptions") which may affect the Premises now or, subject to the foregoing provisions, hereafter.

18.0 Indemnification.

18.1 Licensee's Indemnity. Licensee hereby agrees to defend, indemnify and hold Licensor and its directors, officers, agents, employees, and volunteers free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, including the payment to Licensor of all reasonable expenses of legal representation, to persons or property, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Licensee, its partners, affiliates, agents officials, officers or employees in performance of this Agreement or use of the Premises or Property. Licensee shall defend, with counsel of reasonably acceptable to Licensor and at Licensee's sole expense, any and all aforesaid suits, actions or proceedings, legal or affirmative, that may be brought or instituted against Licensor, its directors, officers, agents, employees, or volunteers. Licensee shall pay and satisfy any judgment, award or decree that may be rendered against Licensor, its directors, officers, agents, employees, or volunteers determined to be caused by Licensee's acts, omissions or willful misconduct at the Premises or Property. Licensee shall reimburse such parties for any and all

reasonable legal expenses and costs incurred by one or all of them in connection with this Agreement or the indemnity herein provided. Licensee's obligations under this section shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by Licensor or its directors, officials, officers, agents, employees or volunteers.

18.2 Licensor's Indemnity. Licensor hereby agrees to defend, indemnify and hold Licensee and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner arising out of or incident to any acts or omissions or willful misconduct of Licensor, its directors, officers, agents and employees in performance of this Agreement. Licensor shall defend, with counsel of reasonably acceptable to Licensee and at Licensor's sole expense, any and all aforesaid suits, actions or proceedings, legal or affirmative, that may be brought or instituted against Licensee, its directors, officers, agents, employees, or volunteers. Licensor shall pay and satisfy any judgment, award or decree that may be rendered against Licensee, its directors, officers, agents, employees, or volunteers determined to be caused by Licensor's acts, omissions or willful misconduct at the Premises or Property. Licensor shall reimburse such parties for any and all reasonable legal expenses and costs incurred by one or all of them in connection with this Agreement or the indemnity herein provided. Licensor's obligations under this section shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by Licensee or its directors, officials, officers, agents, employees or volunteers.

18.3 Limitation of Liability. Except for the indemnification and defense obligations pursuant to the Sections above, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

19.0 Insurance.

19.1 Types; Amounts. Licensee shall obtain, and shall require any subcontractor to obtain, insurance in the amounts described below unless specifically altered or waived by Licensor ("Required Insurance").

(i) **General Liability Insurance.** Licensee shall maintain commercial general liability insurance, or equivalent form, with a combined single limit of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage.

(ii) **"All Risk" Property Insurance.** Licensee shall maintain a policy of property insurance for perils usual to a standard "all risk" insurance policy on all its improvements or alterations in, on, or about the Premises, with limits equal to ninety percent (90%) of the replacement value of all such improvements or alterations.

19.2 General Provisions. The Required Insurance shall include Licensor, its elected officials, officers, employees, and volunteers as an additional insured as their interest may appear under this Agreement. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering Licensor, its elected officials, officers, employees, and volunteers, with respect to claims resulting from or arising out of Licensee's use and occupancy of the Premises. The Required Insurance shall contain standard separation of insureds provisions and shall contain no special limitations on the scope of its protection to Licensor, its elected officials, officers, employees, and volunteers. Licensee may satisfy the foregoing by obtaining the appropriate endorsement to any master policy of liability insurance Licensee may maintain.

19.3 Certificates; Insurer Rating Cancellation Notice. Prior to the Commencement Date, Licensee shall furnish to Licensor properly executed certificates of insurance which evidence all Required Insurance. Licensee shall maintain the Required Insurance at all times while this Agreement is in effect and shall replace any certificate or policy which will expire within twenty (20) days after expiration. Unless approved in writing by Licensor, Licensee shall place the Required Insurance with insurers licensed, authorized or permitted to do business in the State of California and with a current A.M. Best rating of at least A-:VII.

20.0 Hazardous Substances. Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Licensee shall defend, indemnify, and hold harmless Licensor and Licensor's officials, directors, affiliates, agents, and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty, or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, or any substance known by the State of California to cause cancer/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. The indemnification obligations under this Section shall survive the expiration or termination of this Agreement.

21.0 Transfer of License; Security Interest in Licensee's Facilities.

21.1 Licensee may not sell, assign, or otherwise transfer all of or any part of its interest in this Agreement without Licensor's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, except that Licensee may, without Licensor's written consent, do the following, none of which shall affect the nature of the license created by this Agreement:

(i) Transfer this Agreement, without Licensor's consent, to: (a) any of its subsidiaries, entities in which Licensee owns a majority interest, entities which own a majority interest in Licensee, or entities in which a majority ownership interest is held by an entity owning a majority interest in Licensee; (b) any entity with which Licensee may merge or consolidate; (c) a buyer of substantially all of the outstanding ownership units or assets of Licensee; or (d) the holder or transferee of the Federal Communications Commission ("FCC") license under which Licensee's Facilities (if any) are operated, upon FCC approval of any such transfer. Licensee shall not be released from its obligations under this Agreement until such

transferee signs and delivers to Licensor a document in which the transferee assumes responsibility for all of Licensee's obligations under this Agreement.

(ii) Grant to any person or entity a security interest in some or all Licensee's Facilities to be used in connection with this Agreement.

21.2 Any unauthorized assignment or sub-license shall, at Licensor's option, be void and shall immediately terminate this Agreement. Licensor may condition its consent to an assignment, transfer, or sublicense of this Agreement upon a reasonable, good faith increase in Rent payments provided for herein.

22.0 Miscellaneous.

22.1 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right (not otherwise provided for herein) by custom, estoppel, or otherwise.

22.2 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, and assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

22.3 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

22.4 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

22.5 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

22.6 Entire Agreement; Amendments. This Lease Agreement constitutes the entire agreement and understanding between the parties regarding Lessee's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by duly authorized representatives of both parties.

22.7 Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

22.8 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

22.9 Recording. Licensor agrees to execute a Memorandum of this Agreement in a form acceptable to Licensor's legal counsel, and which Licensee may record with the appropriate recording officer. The date set forth in the Memorandum of this Agreement is for recording purposes only and bears no reference to commencement of either the term or license payments.

22.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**LICENSOR:
PLEASANT VALLEY RECREATION &
PARK DISTRICT**

By:

Mary Otten, General Manager

ATTEST:

By:

Clerk of Board

**LICENSEE:
ADVANTAGE TELECOM, INC.**

By:

Name:
President

By:

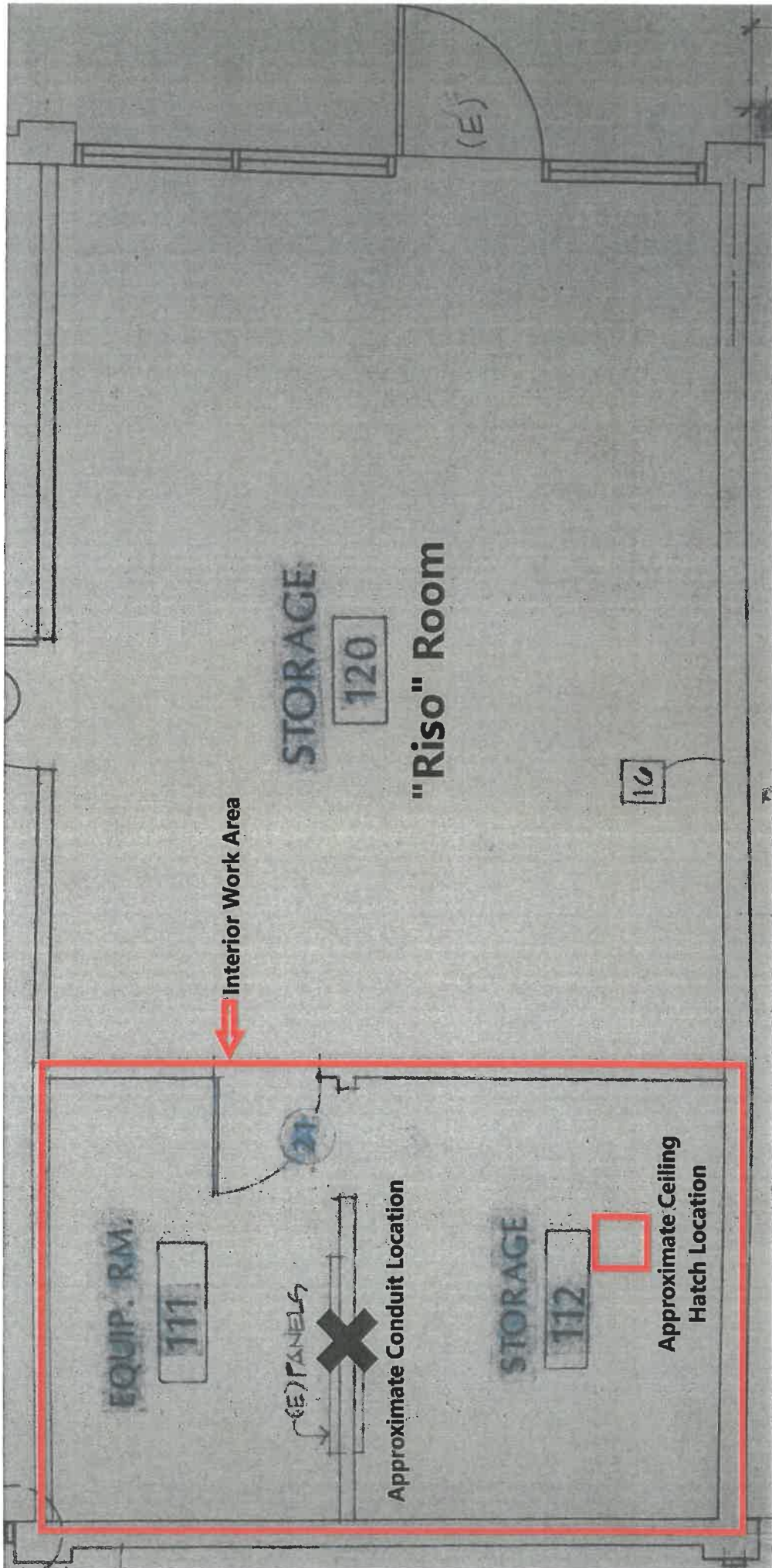
Name:
Vice President

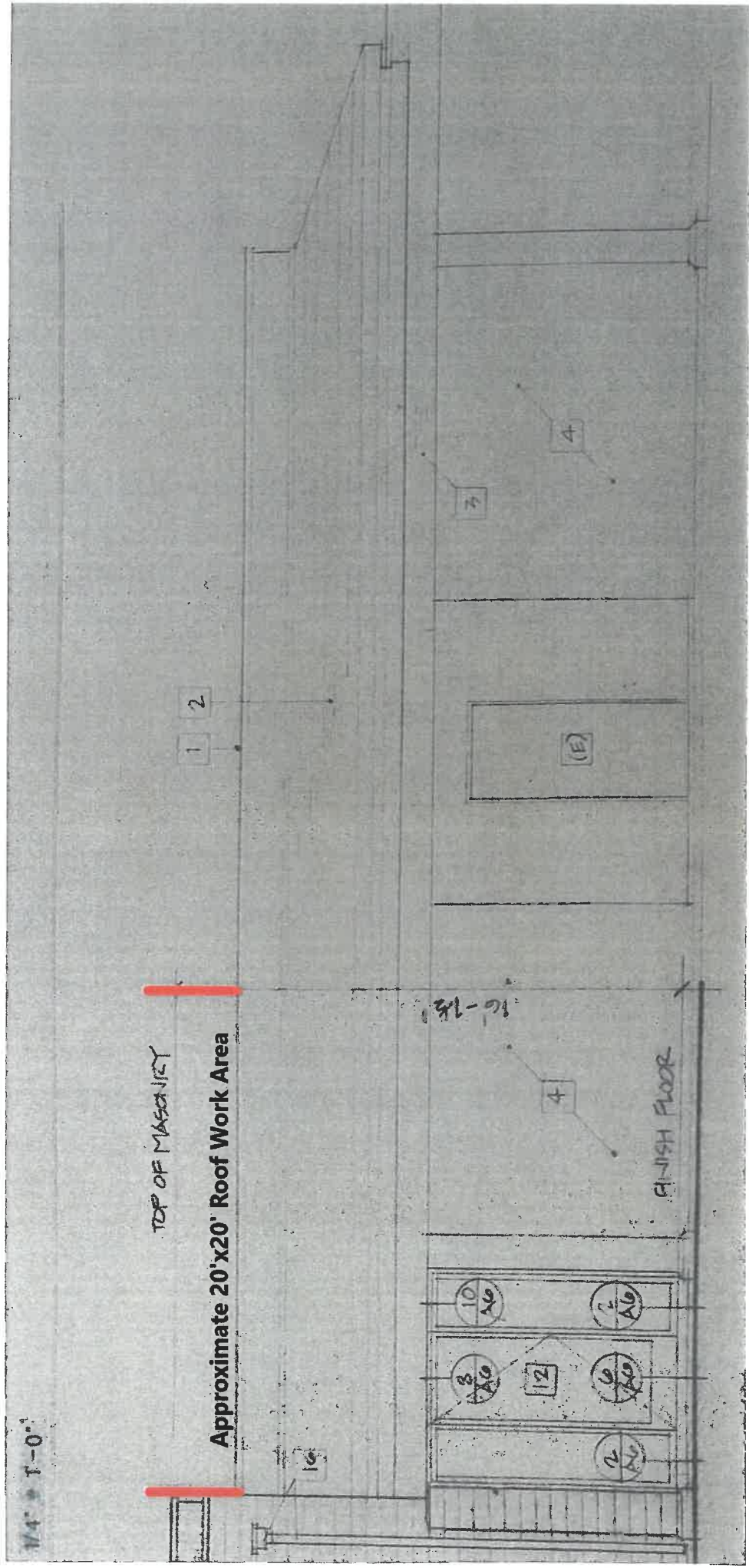
EXHIBIT A

DESCRIPTION OF PREMISES

[See attached premises plans consisting of general outline of Antenna location, Access Areas and areas of Licensor's circuit/conduits to be used in connection with Antenna]

SEE ATTACHED ILLUSTRATIONS



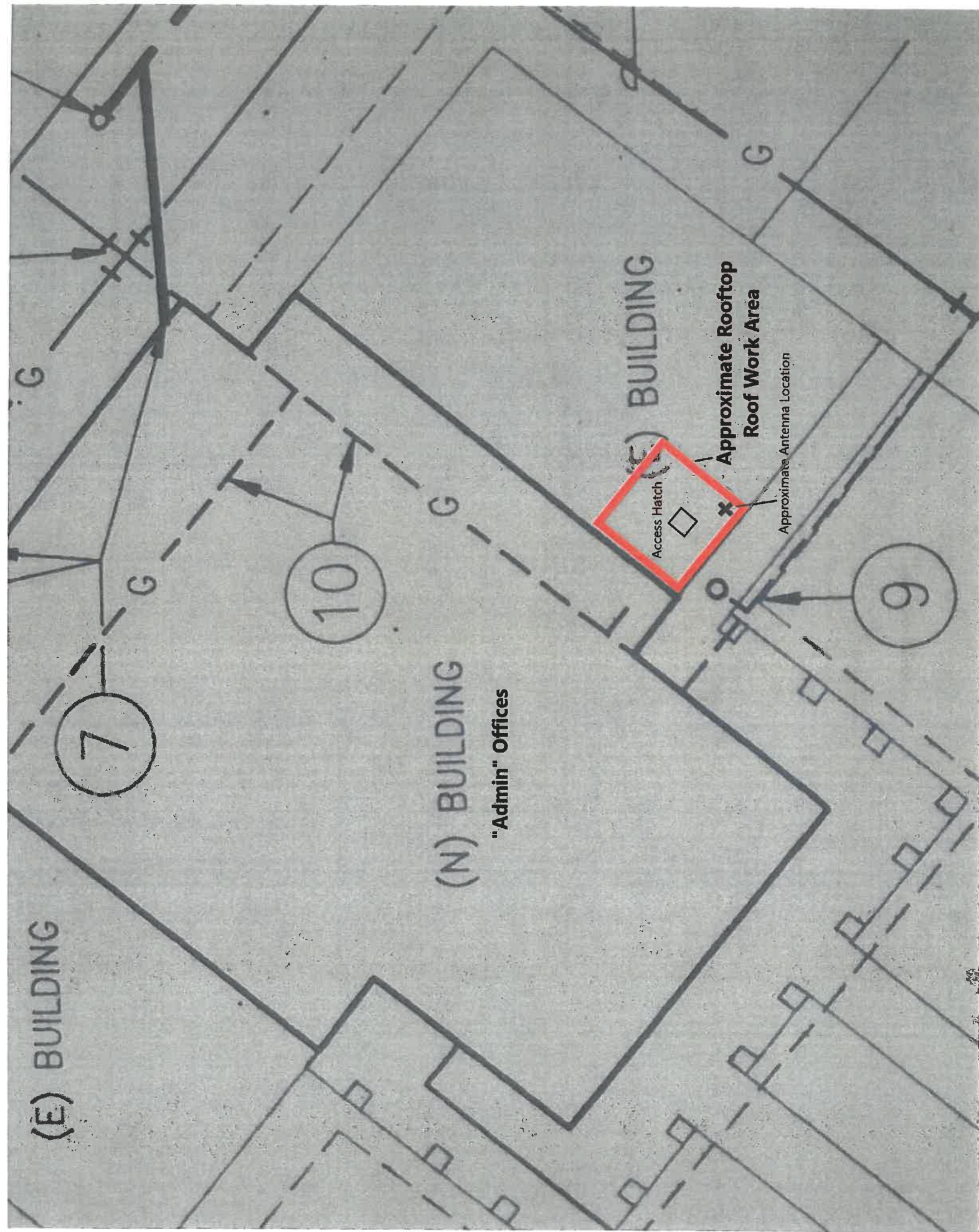


16' x 10'

TOP OF MASS MCT

Approximate 20'x20' Roof Work Area

FINISH FLOOR



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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: January 2, 2019

SUBJECT: BOARD MEMBER COMMITTEE ASSIGNMENTS FOR 2019

SUMMARY

At the beginning of every calendar year the newly elected Board Chairman assigns Board Members to the six standing committees, ad hoc committees for short term projects, and three outside agency committees which support the District's interests. Two Board Members are assigned to the regular standing committees and one Board Member is assigned to outside agency committees.

BACKGROUND

The District is obligated to comply with several Government codes, in particular the Public Resource Code Section 5784.13 and Government Code Section 54954(a) governing all aspects of the management and operation of Special Districts. Within these sections, the code requires that special districts establish policies and procedures for the orderly and efficient operation of Board business.

As part of the Board Bylaws and procedures the Board Chair appoints the chairs and members of the Board committees and establishes ad hoc or advisory committees. Per the board bylaws the following standing Board committees exist: 1) Finance, 2) Foundation, 3) Liaison, 4) Long-Range Planning, 5) Personnel, and 6) Policy. Each committee is a "legislative body" and shall comply with applicable requirements of the Ralph M. Brown Act.

At the beginning of every calendar year the newly elected Board Chairman assigns Board Members to the six standing committees, ad hoc committees for short term projects, and three outside agency committees which support the District's interests. Two Board Members are assigned to the regular standing committees and one Board Member is assigned to outside agency committees.

Standing Committees:

1. Finance
2. Foundation
3. Liaison
4. Long Range Planning
5. Personnel
6. Policy

Outside Committees:

- Santa Monica Mountains Conservancy (SMMC)
- Ventura County Special District Association (VCSDA)
- California Special District Association (CSDA)
- Ventura County Consolidated Oversight Board (VCCOB)

FISCAL IMPACT

There is no fiscal impact with this item.

RECOMMENDATION

The Board Chairman will present committee assignments for calendar year 2019.

ATTACHMENTS

- 1) Board Committee Assignment Sheet (1 page)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
2019 BOARD COMMITTEE ASSIGNMENTS**

Standing Committees

Finance:
Foundation:
Liaison:
Long Range Planning:
Personnel:
Policy:

Ad Hoc Committees

None

Outside Committees

Santa Monica Mountains Conservancy (SMMC): Director Mike Mishler
Ventura County Special Districts Association (VCSDA): Director Elaine Magner
California Special Districts Association (CSDA): Director Elaine Magner
Ventura County Consolidated Oversight Board: Director Mike Mishler

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: January 2, 2019

**SUBJECT: CONSIDERATION TO CONDUCT THE ANNUAL GOAL
SETTING MEETING**

RECOMMENDATION

It is recommended the Board consider conducting a goal setting meeting.

BACKGROUND

Pleasant Valley Recreation and Park District embarked on a Strategic Plan as a planning document to set the direction for the District in May 2013. The document was to serve as a framework to set direction for making decisions over a five-year period (2013-2018). This document was part of a planning effort to focus on the following areas: 1) Collaborations with partner agencies, 2) Need to address the challenges of providing a balance of programs and facilities that are needed with constraints that exist now and in the future, 3) Need to address demographic changes that can significantly affect District operations, and 4) Organizational health that is critical to meet the District's service goals.

Within the past five to six years, the Board has met in the month of January or February to discuss the development of annual goals. The goals assist staff in the development of the annual budget and in establishing priorities for the upcoming fiscal year. The meeting is conducted with staff in attendance and is typically held on a weekday evening or on the weekend. Typically, this meeting has been held on a week night at the end of January or the first part of February.

ANALYSIS

From a staff perspective, the meeting is beneficial. It provides an opportunity to review and discuss existing programs and projects and to develop a better understanding of the Board's perspective, goals and priorities. Additionally, once priorities are established, the annual budget can be adjusted to reflect the agreed-upon goals and support a common direction for the District as plans are made for the upcoming year.

FISCAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDATION

It is recommended the Board consider conducting a goal setting meeting.

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

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