

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
February 7, 2018**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #586

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.
- 5. PRESENTATIONS**
 - A. District Highlights**
 - B. American Youth Soccer Organization (AYSO)**
 - C. Roadrunners Radio Control Auto Racing Club**
 - D. Pleasant Valley Co-op Preschool**
- 6. PUBLIC COMMENT** - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. Minutes for Regular Meeting of January 3, 2018**
Approval receives and files minutes.
 - B. Warrants, Accounts Payable & Payroll**
Approval of District's disbursements dated on or before January 18, 2018.
 - C. Financial Report**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for December 31, 2017.

D. Consideration and Adoption of Resolution No. 584 Directing SCI Consulting Group to Prepare the FY 2018-2019 Engineer's Report for the Assessment District

The Engineer's Report is prepared annually to establish the budget for the services that would be funded by the proposed fiscal year.

E. Creation and Implementation of Fund 30 - Informational Item Only

For transparency purposes, Fund 30 will be created solely for the purpose to record Quimby Fees along with Quimby Investments and interest earned from the Quimby Fee.

F. Consideration and Adoption of Resolution No. 585 Approving a Written Request for LAFCo to Appoint a Special District Representative to the Countywide Oversight Board

A resolution will record the District's request for LAFCo to appoint a representative.

8. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval of Mid-Year Budget Revisions

The budget at mid-year is reviewed and analyzed by staff and the General Manager before going to the Board for any budget adjustment approvals.

Suggested Action: A MOTION to Approve the mid-year budget revisions to the FY 2017–2018 Budget.

B. Approval and Award of the Contract Agreement Between the District and Natural Green Landscape Inc. for Landscape Maintenance Services

The RFP and bid specifications developed for this landscape maintenance contract allow the District the option to reduce services at any of the site(s) identified to maintain adherence to the budget.

Suggested Action: A MOTION to Approve the contract between the District and Natural Green Landscape Inc. for landscape maintenance services.

C. Approval and Award of the Contract Agreement Between the District and Brightview Landscape Inc. for Landscape Maintenance and Janitorial Services for Pleasant Valley Fields Sports Complex

Staff reviewed Brightview's proposal and determined that Brightview Landscape Services Inc, met the criteria to be re-considered as the contractor for maintenance at Pleasant Valley Fields.

Suggested Action: A MOTION to Approve and award the contract agreement between the District and Brightview Landscape Services Inc. for landscape maintenance and janitorial services at Pleasant Valley Fields Sports Complex.

D. Consideration and Approval of Water Conservation Agreement Between the District and Camarillo Village Homes, LLC

Implementation of the recommendations will result in an estimated water savings to the District of more than the approximate 40 AFY needed as the Water Demand Offset Amount required for the development.

Suggested Action: A MOTION to Approve the agreement with Camarillo Village Homes, LLC to incorporate a Water Conservation Project.

E. Comparison of California Association for Parks & Recreation Indemnity (CAPRI) versus Special District Risk Management Authority (SDRMA) Training Opportunities

Staff had been directed to seek additional information about training opportunities offered thru both CAPRI and SDRMA to compare as part of the overall cost comparison.

Suggested Actions: A MOTION to Approve the continuation of coverage with California Association for Parks & Recreation Indemnity (CAPRI).

F. Consideration and Approval of Bid Specifications for Wood Replacement for Bob Kildee Pavilion

The wooden pavilion covering at Bob Kildee Park's Picnic Area #1 is original and in need of repair.

Suggested Actions: A MOTION to Approve the bid specifications for the wood replacement work needed at the Bob Kildee pavilion and direct staff to solicit proposals.

G. Capital Improvement Projects

A PowerPoint presentation of an update to the District's Capital Improvement Projects will be presented.

Suggested Actions: None

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

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

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

11. ADJOURNMENT

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

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

Date: 19-Jan-18

One representative from your organization must attend the following PVRPD Board Meeting on:
Wednesday, February 7, 2018 at 6pm at the City of Camarillo Council Chambers

Table with 5 columns: OFFICERS, NAME, ADDRESS, DAY PHONE, CELL PHONE. Rows include President (Mike Harrison), Vice President (Rich Frank), Treasurer (Alan Anderson), and Secretary (Gerallie Gutierrez).

Number of participants last year: players - 1,906 volunteers - 889

Projected number of participants upcoming year: 1,850 players

Changes Organization has made from previous year:

AYSO National collects membership fees directly beginning FY2017-2018

Comments for the PVRPD Board of Directors:

Thank you for your continued support to provide more opportunities for more kids to play soccer.

Primary Facility (ies) Used? Pleasant Valley Fields

What Time are Board Meetings Held? third Wednesday of every month at 7:00 pm

Where are Board Meetings Held? 1161 Calle Suerte, Suite F, Camarillo

When are new Board Members Elected? third Wednesday of January

When are new Board Members Installed? third Wednesday of January

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 January 13, 2017 to:

Lanny Binney
1605 E. Burnley Street, Camarillo, CA 93010
Phone: 482-1996 x 17
Fax: 805-482-3468

Form Completed by (print): Mike Harrison Date 19-Jan-18

Sign: [Signature]

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

NAME OF ORGANIZATION Camarillo AYSO Region 68

Last Year's Financial Statement

Proposed Budget

Period: 7/1/16 - 6/30/17

Period: 7/1/17 - 6/30/18

CHECKING

CHECKING

Beginning Balance: 331,207

Beginning Balance: \$ 341,525

Revenue:

Revenue:

Registration: \$ 272,001

Registration: \$ 242,520

Tournaments: \$ 281,664

Tournaments: \$ 233,930

Fundraisers: \$ 22,455

Fundraisers: \$ 2,440

Snack Bar:

Snack Bar:

Interest: \$ 21

Interest: \$ -

Dues:

Dues:

Miscellaneous Income: \$ 30,699

Miscellaneous Income: \$ 3,300

Total Revenue \$ 606,840

Total Revenue \$ 482,190

Expenses:

Expenses:

Admin Expense \$ 11,213

Admin Expense \$ 16,300

Advertising \$ 9,843

Advertising \$ 9,100

Awards \$ 94,926

Awards \$ 102,708

Equipment \$ 19,603

Equipment \$ 17,850

Facility/Field Maint. \$ 81,372

Facility/Field Maint. \$ 83,318

Insurance \$ 10,958

Insurance \$ 3,108

Internet (online registration) \$ 1,629

Internet (online registration) \$ 1,624

Licensing/Membership \$ 55,747

Licensing/Membership \$ 18,940

Maintenance (field/facility)

Maintenance (field/facility)

Miscellaneous \$ 34,204

Miscellaneous \$ 38,485

Paid Staff

Paid Staff

Professional Services (refs) \$ 4,820

Professional Services (refs) \$ 4,200

Refunds

Refunds

Rentals \$ 27,124

Rentals \$ 27,773

School District

School District

Snack Bar Resale \$ -

Snack Bar Resale \$ -

Supplies \$ 28,346

Supplies \$ 21,310

Tournament Entries \$ 155,188

Tournament Entries \$ 76,010

Uniforms \$ 61,549

Uniforms \$ 68,430

Contingency

Contingency

Total Expense: \$ 596,522

Total Expense: \$ 489,155

Ending Balance: \$ 341,525

Ending Balance: \$ 334,560

List Savings/CDs/Investments here:

Savings Account \$

List Savings/CDs/Investments here:

Savings Account \$

CD Account 12 month \$ 166,216

CD Account month \$ 166,715

CD Account month \$

CD Account month \$

Investment Account \$

Investment Account \$

Other Account \$ 93,200

Other Account \$ 93,200

Total Other Accounts \$

Total Other Accounts \$

Checking + Other \$ 600,941

Checking + Other \$ 594,475



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

Group: Roadrunners R/C Club

Date: 1/22/2018

One representative from your organization must attend the following PVRPD Board Meeting on:
Wednesday, February 1, 2017 at 6pm at Camarillo City Hall

OFFICERS	NAME	ADDRESS	DAY PHONE	CELL PHONE
President	Brian Bosley	382 Country Club Dr. B, 93065	310.754.0246	
Vice President	Cody Wayne			
Treasurer	Cody Wayne			
Secretary	Wes Raven			

Number of participants last year: 45
Projected number of participants upcoming year: 60

Changes Organization has made from previous year: Entirely new board members, reduced entry fees as well as the membership to encourage growth. The previous year, the rates were increased and we saw a sharp decline

Comments for the PVRPD Board of Directors: We've enjoyed working with you for the limited months so far and appreciate your flexibility and are looking forward to another great year of racing in Camarillo

Primary Facility (ies) Used? Freedom Park

What Time are Board Meetings Held? 6:30PM

Where are Board Meetings Held? Various Camarillo restaurants

When are new Board Members Elected? November

When are new Board Members Installed? November this is likely going back to Jan

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 January 13, 2017

Lanny Binney
1605 E. Burnley Street, Camarillo, CA 93010

Phone: 482-1996 x 17

Fax: 805-482-3468

Form Completed by (print): Brian Bosley

Date 22-Jan-18

Sign: Brian Bosley

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

NAME OF ORGANIZATION

Roadrunners RC Club

Last Year's Financial Statement

Proposed Budget

Date: Jan 1 - Dec 31, 2017

From: January 1 - Dec 31, 2018

Beginning Balance: \$19,000.00
(Include all accounts, i.e. savings and CDs)

Beginning Balance: \$ 30,550.00
(Include all accounts, i.e. savings and CDs)

Revenue:

Revenue:

Registration: \$ 20,000.00
Tournaments: \$ 8,500.00
Fundraisers: \$ -
Snack Bar: \$ -
Interest: \$ -
Dues: \$ 2,025.00
Miscellaneous Income: \$ -
Total Revenue \$ 49,525.00

Registration: \$ 19,000.00
Tournaments: \$ 6,500.00
Fundraisers: \$ -
Snack Bar: \$ -
Interest: \$ -
Dues: \$ 1,200.00
Miscellaneous Income: \$ -
Total Revenue \$ 57,250.00

Expenses:

Expenses:

On Road Expense \$ 3,000.00
Advertising \$ -
Off Road Expense \$ 3,000.00
Equipment \$ 1,200.00
Facility/Field Maint. \$ 4,000.00
Insurance \$ 1,100.00
Internet (online registration) \$ 400.00
Licensing/Membership \$ -
Maintenance (field/facility) \$ 3,500.00
Miscellaneous \$ 1,000.00
Equipment Repair \$ -
Computer Repair \$ 300.00
Refunds \$ -
Rentals \$ 1,127.00
School District \$ -
Snack Bar Resale \$ -
Supplies \$ 348.00
Tournament Entries \$ -
Uniforms \$ -
Contingency \$ -
Total Expense: \$ 18,975.00
Ending Balance: \$ 30,550.00

On Road Expense \$ 22,000.00
Advertising \$ -
Off Road Expense \$ 6,000.00
Equipment \$ 3,600.00
Facility/Field Maint. \$ 4,500.00
Insurance \$ 1,300.00
Internet (online registration) \$ 400.00
Licensing/Membership \$ -
Maintenance (field/facility) \$ 4,500.00
Miscellaneous \$ 1,000.00
Equipment Repair \$ -
Computer Repair \$ 200.00
Refunds \$ -
Rentals \$ 4,500.00
School District \$ -
Snack Bar Resale \$ -
Supplies \$ 400.00
Tournament Entries \$ -
Uniforms \$ -
Contingency \$ -
Total Expense: \$ 48,400.00
Ending Balance: \$ 8,850.00

List Savings/CDs/Investments here:

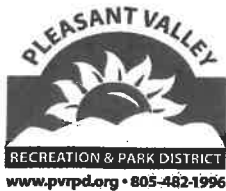
List Savings/CDs/Investments here:

Savings Account \$ _____
CD Account ___ month \$ _____
CD Account ___ month \$ _____
Investment Account \$ _____
Other Account \$ _____
Total Other Accounts \$ _____

Checking + Other \$ 28,000.00

Savings Account \$ _____
CD Account ___ month \$ _____
CD Account ___ month \$ _____
Investment Account \$ _____
Other Account \$ _____
Total Other Accounts \$ _____

Checking + Other \$ 31,650.00



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

Date: January 3, 2018

One representative from your organization must attend the following PVRPD Board Meeting on:

Wednesday, January 3, 2018 City Hall

OFFICERS	NAME	ADDRESS	DAY PHONE	CELL PHONE
President	Shannan Roberson	853 E La Loma Ave, Somis, CA 93066		805-479-9805
Vice President	Courtney Snell	3356 Dusk Drive Camarillo, CA 93012		805-827-5587
Secretary	Megan Destito	474 Park Cottage Place Camarillo, CA 93012		805-766-6897
Treasurer	Shari Barden	917 Paseo Brisas Lindas Oxnard, CA 93030		805-302-5407

Number of participants last year: 57
 Projected number of participants upcoming year: 52

Changes Organization has made from previous year: _____
a) annual spraying for ants and spiders b) Nature Art Area- created an incorporating curriculum into outdoor area d) continue with teacher evaluations e) continue with goal setting processes e) Installed a film protection to all f) continue with philanthropic work with St Jude's, Trick or Treat for UNICEF and local charity to foster children Toy Drive Chi Auxillary g) continue to do earthquake and fire drills h) teachers renewed their CPR certifications i) continued teacher training conferences and workshops j) mud pit and mud kitchen in the outdoor space k) new privacy "screen" on the back fence k) new public FB page to expand our marketing for new membership l) hired a professional bookkeeper to keep track of finances and taxes. m) Made contact with a neighboring farm regarding spraying schedules. Our director, Annie Barker, was able to get the owner to agree to conduct aerial spraying outside of school hours n) added new play structures in the back yard made eco-friendly wood

Comments for the PVRPD Board of Directors: Since 1968, P.V. Coop is a non-profit organization that has provided an educational environment for Camarillo's children. Our school serves families that are seeking high participation in their child's preschool years while keeping tuition cost low. With the guidance of our knowledgeable teachers and parents, we collectively use our talents and skills to provide meaningful experiences in our classrooms. We thank you for the use of your facility and appreciate the support and relationship with PVRPD.

Primary Facility (ies) Used? Liberty and Independence Buildings by Freedom Park
 What Time are Board Meetings Held? Third Monday of each month, 6:30p.m.
 Where are Board Meetings Held? Restaurant or private home
 When are new Board Members Elected? First week in May
 When are new Board Members Installed? First week in June

Pleasant Valley Recreation and Park District Liaison: Jane Raab, Acting Recreation Services Manager

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

Please Complete and Return the Annual Update and Financial Statement by Monday, November 6, 2017 to:

Jane Raab
 1605 E. Burnley Street, Camarillo, CA 93010
 Phone: 482-4881
 Fax: 805-482-3468

Form Completed by (p) Shannan Roberson Date 25-Oct-17
 Sign: _____

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

NAME OF ORGANIZATION		Pleasant Valley Cooperative Preschool	
Last Year's Financial Statement		Proposed Budget	
7/1/16 - 6/30/17		7/1/2017 - 6/30/18	
Date:	6/30/2017	From:	7/1/2017 - 6/30/18
Beginning Balance:	8,114.98	Beginning Balance:	13,810.59
Revenue:		Revenue:	
Registration:	5,700.00	Registration:	5,700.00
Donations:	10,900.00	Donations:	\$
Fundraisers:	10,645.96	Fundraisers:	10,000.00
Tuition:	87,998.87	Tuition:	84,840.00
Interest:		Interest:	
Dues:	2,625.00	Dues:	2,745.00
Miscellaneous Income:	315.00	Miscellaneous Income:	0.00
Total Revenue	118,184.83	Total Revenue	103,285.00
Expenses:		Expenses:	
Admin Expense		Admin Expense	\$
Advertising	215.54	Advertising/good will	400.00
Awards	\$	Awards	\$
Capital Exp (BY swing, NA)	10,043.49	Equipment	\$
Building Maintenance	2,204.00	Building Maintenance	1,000.00
Property Maintenance		Property Maintenance	
Insurance	4,714.90	Insurance	4,760.00
Internet (online registration)	\$	Internet (online registration)	\$
Licensing/Membership	305.00	Licensing/Membership	305.00
Miscellaneous	4,735.13	Miscellaneous	4,211.00
Paid Staff	72,535.88	Paid Staff	78,521.00
Professional Services	5,819.41	Professional Services	6,734.00
Refunds		Refunds	\$
Rentals	\$	Rentals	\$
School District		School District	\$
PVRPD Rent	6,000.00	PVRPD Rent	6,000.00
Supplies	5,178.99	Supplies	5,525.00
Utilities	1,273.45	Utilities	1,400.00
Other: Events	1,471.07	Other: Events	1,375.00
Contingency/taxes	297.93	Contingency	
Uncleared Transactions	-2,305.57		
Total Expense:	\$ 112,489.22	Total Expense:	\$ 110,231.00
Ending Balance:	\$ 13,810.59	Ending Balance:	\$ 6,864.59
<i>List Savings/CDs/Investments here:</i>		<i>List Savings/CDs/Investments here:</i>	
Savings Account	21,716.03	Savings Account	21,716.03
CD Account _12_month	20,483.70	CD Account _12_month	20,483.70
CD Account ___month	\$	CD Account ___month	\$
Investment Account	\$	Investment Account	\$
Other Account		Other Account	
Total Other Accounts	42,199.73	Total Other Accounts	42,199.73
Checking + Other	56,010.32	Checking + Other	49,064.32

**Pleasant Valley Recreation and Park District
Minutes of Regular Meeting
January 3, 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 5:58 p.m. by Chairman Malloy.

2. PLEDGE OF ALLEGIANCE

Mark Malloy led the pledge.

3. ROLL CALL

Roll Call

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

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst Megan Hamlin, Customer Service Lead and Recording Board Secretary Karen Roberts, Park Supervisors Nick Marienthal and Matthew Parker, Recreation Supervisors Lanny Binney and Jane Raab, Recreation Coordinator Katlyn Simber-Clickener, Recreation Program Specialist Connor Soudani, Karen Riggan, David Nadon, Al Alvarez, Trish Zakas, Taina Garcia, Danny Pereira, Dave Orr, Len Zakas, Johnny Lovato, Bob Aaron, Patty Rogozinski, Richard Frank, Walt Kainz, Don Law, Carol and Al Haverty, Gary Sugich, Pete Bayr, Mary Norsa, Linda Fercho, Bob Garcia, Mark Borton, and Jay Evans.

4. AMENDMENTS TO THE AGENDA

General Manager Mary Otten requested that Agenda Item. 5. B. *Pleasant Valley Co-op Preschool* be pulled from the agenda and brought back at a later date.

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

**Motion to
Approve
Amended
Agenda**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

5. PRESENTATIONS

A. District Highlights

Recreation Program Specialist Connor Soudani presented the highlights of the January and February 2018 District activities, programs, and special events. Adult softball and kickball manager meetings are scheduled for January and there are a couple of nature hikes coming up at Camarillo Grove Park. The Senior Center is holding a Valentine's Dance on February 13 and is planning several excursions. The three parks highlighted this month are Dos Caminos, Laurelwood and Quito Park. Dos Caminos is a 5 acre park with a large sand playground and a building for classes. Laurelwood Park is a great neighborhood park with play equipment and open space. Quito Park has a playground

and a lighted concrete walkway around the perimeter of the park which is about 5 acres in size.

B. Pleasant Valley Co-op Preschool
Pulled from the agenda.

C. Freedom Park Arena

Recreation Supervisor Lanny Binney introduced Patty Rogonzinski, the director of the roller hockey program at the Freedom Park Arena. Roller hockey had a rough start this year with the weather and then the fires, but they are starting up some novel activities like Tron Hockey in the Dark with goals and pucks lit up and Friday Night Skating open to the public. The organization has a non-profit status and is looking forward to start working with the local schools.

6. PUBLIC COMMENT

Administrative Analyst Megan Hamlin received 11 speaker cards and presented them to Chairman Malloy. The first speaker Bob Garcia of Camarillo stated that he has been in front of the Board several times requesting that Victor Galvan be recognized by the District for his heroism as a crewman during the Korean War. Mr. Galvan's family is still in the area and would like to see that an acknowledgement is made. Mr. Galvan played semi pro ball and Mr. Garcia suggested that a ballfield be named after the hero who went missing in action. Mr. Garcia brought several people who were in support of recognizing Mr. Galvan and he offered to donate money to help with the recognition.

Linda Fercho of Camarillo's American Legion Post 741 stated that members of the non-profit organization were present to support Bob Garcia's request to honor Victor Galvan and place a plaque at Freedom Park. They would like to assist with this effort.

David Nadon of Camarillo stated that he is also in support of a recognition for Victor Galvan and over 25 audience members stood up when he asked for those who were in support of such an action. Mr. Nadon would like to see a plaque named after Victor Galvan.

7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting December 7, 2017
- B. Warrants, Accounts Payable & Payroll thru December 21, 2017
- C. Financial Report
- D. Ordinance 8, Governing the Use of Parks, Recreation Areas and Facilities

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

Voting was as follows:

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

Noes:

Absent:

**Motion to
Approve
Consent
Agenda**

Motion: Carried

Carried

8. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval of a Professional Service Agreement with Jordan, Gilbert & Bain Landscape Architects Inc. for Revised Drawings for Construction Plan Documents for Two Additional Baseball Fields at Freedom Park

General Manager Mary Otten reviewed information from a meeting with Camarillo Pony Baseball Association (CPBA), Musco Lighting and Jordan, Gilbert & Bain Landscape Architects, Inc. regarding the construction plans for additional Pinto and Mustang/Pinto fields on the west side of Freedom Park. Lights are needed for night play and a redesign is needed to place the two fields back to back to save on lighting costs. CPBA will be able to contribute \$8000 towards the design phase. Johnny Lovato, president of CPBA and Jay Bain with the architect group were present. Discussion included subtracting the cost of a new presentation drawing from the project, the increase in the design plan budget due to layout and lighting changes, the fact that the initial lighting at Freedom Park was set up for soccer play, lighting issues at Pleasant Valley Fields, CPBA's commitment with additional fundraising, CPBA's maintenance costs for the Temple Avenue and Freedom Park baseball fields, the impact of CPBA's cancelled tournaments in 2017 due to rain, the fact that the school district is able to use/change the use of the Temple Avenue property that CPBA currently occupies and the uncertainty of future school district needs.

Bob Aaron of Camarillo inquired why there was discussion on new baseball fields when the needs assessment has not been completed for the District. Mr. Aaron also wanted to know if the proposed new ballfields would be used exclusively by PONY baseball. Mr. Aaron asked how the Board was going to vote since one or more directors are currently involved with league baseball.

Further discussion included concern about the need of the two additional fields and the extra costs, consideration of the needs assessment results before proceeding, the lack of lighted fields in Camarillo, the increase in state mandated density housing developments, the ability of the Freedom Park property to be retained for multi-use sports including soccer and football, and the continuation of plans set in place years ago for Freedom Park.

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Kelley to approve and authorize the General Manager to enter into a professional services agreement between the District and Jordan, Gilbert & Bain Landscape Architects, Inc. for the revised drawings for construction plan documents for two additional baseball fields at Freedom Park less the presentation drawing which costs an estimated \$2355.00.

Voting was as follows:

Ayes: Mishler, Kelley, Magner, Chairman Malloy

Noes: Dixon

Absent:

Motion: Carried

**Motion to
Approve
Agreement with
Architect for
Baseball Fields
At Freedom**

Carried

B. Consideration and Approval of a Professional Services Agreement with Delane Engineering, Inc for the Design and Construction Plans for Springville Dog Park

Park Services Manager Bob Cerasuolo presented a proposed agreement with Delane Engineering, Inc. for the construction plans of a retaining wall along the north side of the slope at the Springville Dog Park to mitigate erosion. Discussion included a proposed two tiered block wall along with decomposed granite and chain link fencing, city reporting requirements, cross section of slope, need for hillside protection due to dog traffic, and the request to consider a simpler and less expensive design.

Bob Aaron commented that he liked that the Board's discussion was including a decrease in costs for the project and inquired if the needs assessment results should be obtained first before proceeding with capital projects.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve and authorize the General Manager to enter into a professional services agreement between the District and Delane Engineering for the design and construction plan documents for the Springville Dog Park hillside.

**Motion to
Approve
Agreement with
Delane Eng. For
Springville Wall**

Voting was as follows:

Ayes: Magner, Dixon, Kelley, Chairman Malloy

Noes: Mishler

Absent:

Carried

Motion: Carried

C. Update on Proposed Conversion of Tennis Courts to Pickleball Courts at Bob Kildee Park

Recreation Supervisor Lanny Binney presented an update on the tennis courts and pickleball courts at Bob Kildee Park. With the recent increase of pickleball players, the District has been looking at converting some outdoor tennis courts at Bob Kildee Park to pickleball courts. Staff researched various options pertaining to court conversion, court resurfacing, sound barriers, wind screens, fencing and landscaping. Discussion included tightening the existing fence versus replacement, the various materials for sound proofing a fence, the specifications needed for the heavier Acoustifence, the incorporation of a mixture of landscape materials, paddleball paddle types, player statistics, and the possibility of losing Freedom Gymnasium as a site for pickleball along with many other indoor programs and rentals.

Karen Riggan of Camarillo is a tennis player and stated that the noise from pickleball players playing in the handball courts is very disturbing to tennis players. Ms. Riggan also stated that the lines painted in the wrong tennis courts for pickleball are still there and are very confusing to tennis players. She would like to see the lines removed and would like to know that their needs are being considered.

Trish Zakas of Camarillo stated that there is no noise issue with pickleball at Leisure Village and that CBS Sports is now covering and broadcasting pickleball activities at a national level. Ms. Zakas stated that she was happy to see that four pickleball courts are being recommended and that there should be dual lines on the 5th and 6th courts which

would be better for tournaments. Ms. Zakas stated that there about 75 players so far and that the sport will continue to grow since some schools are starting to teach the sport.

Jay Evans of Camarillo plays pickleball two to four times a week. Mr. Evans urged the Board to break the proposed conversion project into phases in an effort to move forward but address the current needs. Mr. Evans suggested the District convert the courts in the current capital budget with phase 2 addressing fencing and phase 3 addressing the noise abatement issue. Mr. Evans stated that more information is needed on the need for noise abatement.

Dave Orr of Camarillo supports the proposed conversion of tennis courts to pickleball courts. Mr. Orr drives to Newbury Park and to Simi Valley because they have nice courts. Newbury Park has 6 courts for about 36 thousand people. Within the pickleball conversion at Bob Kildee Park, if the courts are resurfaced and the fencing is fixed, the courts would be on the same level as the Newbury Park courts.

Walt Kaines has lived in Camarillo since 1969 and has played pickleball for the last 2 years. Mr. Kaines stated that the conversion process has been very long and slow and there still is no regulation pickleball court in Camarillo with the correct net height and length. The number of players has grown in just the past few months alone. Mr. Kaines stated that an official sound meter should be used to record if there are any noise issues before any sound barriers are put up at any courts.

Mark Borton of Camarillo is new to pickleball and has played at Bob Kildee Park and in Moorpark and Newbury Park. Mr. Borton requested that the District look at other courts before assessing what changes they will make. Mr. Borton reported that the growth of pickleball is at about 445 players per month nationally.

Carol Haverty, a contract instructor with the District requested that the District look at the various types of landscape sound barriers that could be installed at Bob Kildee Park. The landscape would be less expensive than the proposed sound barriers, would be nice to look at and would create an effective wind break and a graffiti free option.

Additional discussion included pricing ranges and options, the need to resurface all of the Bob Kildee courts, addressing the project in phases and including the project in the mid-year budget. Staff was directed to consider option #3 in phases with the conversion of two courts along with the repair and painting of the entire court complex, the addition of a wind screen and landscaping and the tightening and replacement of the bottom fence rail for a maximum of \$83,091. Staff will move forward to work on an RFP and specifications for the project.

The Board recessed at 8:30 p.m. and reconvened at 8:38 p.m.

D. Maturity of the 2017 One Year and the 2016 Two Year Certificates of Deposit (CD)
Administrative Services Manager Leonore Young presented options for two CD's which are maturing in February 2018. Discussion included rising interest rates, concern for additional expenses with the needs assessment and upcoming capital projects, Finance Committee recommendation to rollover both CD's at this time into the Ventura County Pool, funds earmarked as Quimby Funds, a proposal to roll over one CD into a one year

CD which matures in 2019 and one CD into the Ventura County Pool, questioning of the need to increase the currently sufficient amount of accessible liquid assets, and the fiscal responsibility to maintain and grow the funds.

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Kelley to approve and rollover the CD's which mature in February 2018 to the Ventura County Pool.

Motion to Approve CD Rollover to VC Pool

Voting was as follows:

Ayes: Mishler, Kelley, Chairman Malloy

Noes: Dixon, Magner

Absent:

Carried

Motion: Carried

E. Consideration and Approval of Auditorium Restroom Remodel

Park Services Manager Bob Cerasuolo presented a request to move forward with the remodel of the Community Center auditorium restrooms. Discussion included the increased use of the auditorium and restrooms, labor savings with Journey the Church volunteers and staff, the redesign, toilet type, ADA compliance, and use of floor materials conducive to an indoor facility.

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 direct staff to move forward with the auditorium restroom remodel with a budget amount not to exceed \$65,000.

Motion to Approve Aud. Restroom Remodel

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

F. Consideration and Adoption of Resolution No. 582 Amending Board Bylaws and Rules of Procedure

Administrative Analyst Megan Hamlin presented an updated version of the Board Bylaws and Rules for Procedure. The specification of *Robert's Rules of Order* for the conduct of Board business was noted along with a few minor clarifications.

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to adopt Resolution No. 582 amending the Board Bylaws and Rules of Procedure for the conduct of Board business.

Motion to Adopt Reso No. 582 Board Bylaw

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

G. Consideration and Adoption of Resolution No. 583 Amending District Setting Compensation, Reimbursement of Board Member Expenses, Providing for Ethics Training and Related Matters

Administrative Analyst Megan Hamlin presented an amended document addressing Board compensation, reimbursement, and Board trainings. To comply with changes in the Public Resources Code Section 5784.15, the updates were needed and minor clarifications noted.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to adopt Resolution No. 583 amending Board compensation, reimbursement, providing for ethics training and related matters.

**Motion to Adopt
Reso. No. 583,
Board Comp.**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

H. Board Committee Assignments for 2018

General Manager Mary Otten presented Chairman Malloy’s Board Member Committee assignments for 2018. The assignments will remain the same as 2017.

Standing Committees

- Finance: Malloy, Mishler
- Foundation: Magner
- Liaison: Magner, Dixon
- Long Range Planning: Malloy, Kelley
- Personnel: Magner, Kelley
- Policy: Mishler, Dixon

Ad Hoc Committees

None

Outside Committees

- Santa Monica Mountains Conservancy (SMMC): Mishler
- Ventura County Special District Association (VCSDA): Magner
- California Special Districts Association: Magner

I. Consideration to Conduct the Annual Board Goal Setting Meeting

General Manager Mary Otten presented dates for the Board to consider for the annual Board Goal Setting Workshop. After discussion, the chosen date for the meeting will be January 29, 2018 at 5:30 p.m.

10. INFORMATIONAL ITEMS

A. Chairman Malloy – Chairman Malloy requested that the General Manager arrange a meeting with Linda Fercho, the auxiliary president of the American Legion Post 741,

Bob Garcia and himself to address Mr. Garcia's request for recognition for Victor Galvan. Mr. Malloy requested that the Administrative Services Manager provide CD rates to the Finance Committee every month.

- B. Ventura County Special District Association/California Special District Association- Director Magner reported that the annual VCSDA meeting will be held on February 6 and Sheriff Geoff Dean will be the guest speaker at Sterling Hills. CSDA – Director Magner is the chair of the membership services committee and has two board meetings coming up.
- C. Santa Monica Mountains Conservancy – Director Mishler – No meeting.
- D. Standing Committees – Personnel – Director Magner – No meeting. Finance – Chairman Malloy reported that the District is on track as it recently received a property tax check. Liaison – Director Dixon stated that the needs assessment is currently being reviewed. Policy – Director Mishler stated that the reviewed policies were on the agenda.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Magner reported that the Foundation is working with Cavalia to offer another raffle for 2 more tickets. They have received over \$2800 from the Cavalia raffles and also the Painting with a Twist fundraiser. Cavalia donated tickets to a family affected by the fire in Ventura County and the Brock Family was selected to attend Cavalia's Holiday Spectacular on December 22, 2017. The current raffle is to raise funds for a park in Ventura which has been devastated by the Thomas Fire.
- F. General Manager's Report – General Manager Otten reported that the Pleasant Valley Fields sign which was damaged by a vehicle about 6 months ago will be completed in February. The needs assessment surveys received included about 320 of the statistically valid surveys and about 760 received online. Greenplay will be back on January 30 to hold a public forum and then will come back in March to present their findings to the Board. Ms. Otten introduced Eric Storrie as the new Recreation Services Manager who is a native of southern California and recently came from El Paso, Texas. Ms. Otten acknowledged Jane Raab who stepped up since Amy Stewart retired in October 2017.

11. ORAL COMMUNICATIONS

Director Dixon stated that he was pleased to have served as chair last year and he is proud of the Board even if the directors do not all agree on all of the subjects. Director Kelley requested that people avoid crowds while everyone is sick. He attended the Cavalia show and stated that it was great. Director Magner welcomed Eric Storrie and thanked Jane Raab for stepping up and covering. Ms. Magner wished Sheriff Dean well on his retirement and thanked him for his service which spanned over 40 years. Director Mishler thanked Jane Raab for assisting with the Recreation Department and welcomed Eric Storrie. Director Mishler thanked all the citizens who attended the meeting.

12. ADJOURNMENT

Chairman Malloy adjourned the meeting at 9:48 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Mark Malloy
Chairman

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

TO: BOARD OF DIRECTORS

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

DATE: February 7, 2018

SUBJECT: FINANCE REPORT DECEMBER 2017

RECOMMENDATION

It is recommended the Board review and approve the District's Financial Statements for December 31, 2017 for Fund 10 and Fund 20.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH DECEMBER 31, 2017

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2017 through December 31, 2017 with a year-to-date comparison for the period of July 1, 2016 through December 31, 2016. The percentage rate used for the 2017-2018 fiscal year budget is 50% for Period 6 of the fiscal year.

REVENUES

Total revenue for the 6th month ending December 31, 2017 for Fund 10 (General Fund) has an overall decrease of \$2,877,816 in comparison to fiscal year 2016-2017. Most of the decrease is due to the Park Dedication Fees (\$3,123,562); if the Park Dedication Fees from fiscal year 2016-2017 are not factored in, fiscal year 2017-2018 revenue has an increase of \$245,746. ROPS (\$129,641) and the Current Year Unsecured (\$106,202) have an increase over the same period as last year. These variances are due to receiving additional ROPS funds from California State University Channel Island and the July through December receipts of Current Year Secured Tax Apportionments higher than the same time period as prior year.

Total revenue for the 6th month ending December 31, 2017 for Fund 20 (Assessment District) is at 55.8% of budget, which includes the first installment of the Assessment District Tax Apportionment.

EXPENDITURES

Personnel Expenditures have increased by \$183,785 for FY 2017-2018 in comparison to personnel expenses for the same time last year. In comparing the prior fiscal year with the current fiscal year, the variances are in CalPERS Unfunded Liability (\$131,420). The remaining variance (\$52,365) is part-time wages.

Service and Supply Expenditures have increased \$309,727 in comparison to the same period as last year. This increase is primarily due to the following items: 1) COP Debt Service Payment PV Fields (\$123,204) 2) Reserve Line Items (\$62,500) 3) RDA Collection Fees (\$24,078) 4) Business Services (\$18,249) and Water (\$12,894) and various other line items that make up the balance of the variance. The Debt Service payment increase is due to moving a portion of the 2017 COP payment to the General Fund, as this expense has been paid out of the Assessment District Fund in prior years; this variance will be a constant through most of the fiscal year. RDA Collection Fees are calculated by the County of Ventura and the fees reflect a significant increase over the prior fiscal year. Business Service increased due to timing of payments with a due date of July 1, 2017 which is the beginning of the fiscal year, therefore the expense line item is affected immediately and throughout the entire fiscal year. Water is up in comparison to the prior year which is due to weather conditions. As the fiscal year progresses, the Percentage Used will catch up with the Percentage of Budget Used column on the finance report and the variance will not be as large.

Fund 20 is at 41.1% in Personnel and 44.4% in Service and Supplies. The Assessment District is staying within budget in all categories.

The Capital projects are underway and currently the District is at 57.2% of budget on capital projects.

FISCAL IMPACT

Overall the District is under the approved budget for Fund 10 by 3.6% and Fund 20 by 5.9%.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for December 31, 2017 for Fund 10 and Fund 20.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of December 31, 2017 Fund 10
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of December 31, 2017 Fund 20
(1 page)

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
December 2017 50%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget
Revenue							
Tax Apport Cur Year Secured	5110	\$ 3,274,620.96	\$ 3,168,418.70	\$ 3,274,620.96	\$ 6,126,646.00	\$ 2,852,025.04	53.45%
Tax Apport Cur Year Unsec	5120	\$ -	\$ 115,960.05	\$ 85,570.17	\$ -	\$ 85,570.17	0.00%
Tax Apport Prior Year Sec	5130	\$ -	\$ 43,613.97	\$ 17,454.54	\$ -	\$ 17,454.54	0.00%
Tax Deeded Sales	5150	\$ -	\$ -	\$ 26.30	\$ -	\$ 26.30	0.00%
Cur Supplemental Pass Thru	5210	\$ 9,750.54	\$ 17,287.89	\$ 19,778.75	\$ -	\$ 19,778.75	0.00%
HOPTR	5230	\$ 7,033.72	\$ 6,913.09	\$ 7,033.72	\$ -	\$ 7,033.72	0.00%
HOPTR Prior Year	5231	\$ -	\$ -	\$ 15,982.52	\$ -	\$ 15,982.52	0.00%
Supplemental Assessment Roll	5240	\$ -	\$ 60.25	\$ -	\$ -	\$ -	0.00%
Interest Earnings	5310	\$ 9,120.88	\$ 13,435.46	\$ 11,165.15	\$ 18,690.00	\$ 7,524.85	59.74%
MBS Interest Earnings	5320	\$ -	\$ 8,763.42	\$ 7,860.15	\$ -	\$ 7,860.15	0.00%
Park Dedication Fees	5400	\$ -	\$ 3,123,562.00	\$ -	\$ -	\$ -	0.00%
Park Patrol Citations	5506	\$ 711.77	\$ 2,145.32	\$ 1,341.43	\$ 3,025.00	\$ 1,683.57	44.34%
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Contract Classes Public Fees	5510	\$ 15,749.75	\$ 258,621.41	\$ 116,271.88	\$ 235,111.00	\$ 118,839.12	49.45%
Public Fees	5511	\$ 2,883.55	\$ -	\$ 138,255.61	\$ 413,610.00	\$ 275,354.39	33.43%
Swim Pass Adult Splash (20)	5513-5529	\$ 4,048.46	\$ 27,778.74	\$ 27,519.09	\$ 65,445.00	\$ 37,925.91	42.05%
Rental	5530	\$ 23,295.82	\$ 160,937.39	\$ 189,206.48	\$ 347,727.00	\$ 158,520.52	54.41%
Cell Tower Revenue	5535	\$ 7,194.67	\$ 36,916.40	\$ 41,566.29	\$ 82,272.00	\$ 40,705.71	50.52%
Annual Passes	5536	\$ 501.00	\$ 762.30	\$ 4,190.25	\$ -	\$ 4,190.25	0.00%
Parking Fees	5540	\$ 660.21	\$ 8,576.94	\$ 9,614.25	\$ 12,024.00	\$ 2,409.75	79.96%
Dues	5550	\$ 88.00	\$ 718.00	\$ 696.00	\$ 2,208.00	\$ 1,512.00	31.52%
Activity Guide Revenue	5555	\$ 1,150.00	\$ 4,390.00	\$ 7,040.00	\$ 8,800.00	\$ 1,760.00	80.00%
Gain/(Loss) LAIF Investments	5565	\$ -	\$ 1,703.98	\$ -	\$ -	\$ -	0.00%
General Donation	5569	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Donations	5570	\$ 210.95	\$ 82,335.00	\$ 80,603.45	\$ 80,620.00	\$ 16.55	99.98%
Grant HCF	5573	\$ -	\$ 19.00	\$ -	\$ -	\$ -	0.00%
Other/Purchase Discount Taken	5575	\$ 2,271.82	\$ 32,880.44	\$ 33,823.69	\$ 53,133.00	\$ 19,309.31	63.66%
Cash Over/Under	5580	\$ -	\$ 25.00	\$ 65.00	\$ -	\$ 65.00	0.00%
Incentive Income	5585	\$ 697.55	\$ 1,016.64	\$ 1,331.61	\$ 3,340.00	\$ 2,008.39	39.87%
Reimbursement ROPS	5600	\$ 186,177.25	\$ 164,882.89	\$ 294,523.81	\$ 90,000.00	\$ 204,523.81	32.25%
Reimb Needs Assessment	5605	\$ 13,779.75	\$ -	\$ 18,367.25	\$ -	\$ 18,367.25	0.00%
Revenue		\$ 3,559,946.65	\$ 7,281,724.28	\$ 4,403,908.35	\$ 7,542,751.00	\$ 3,900,547.57	58.39%
YTD Comparison				\$ (2,877,815.93)			
Personnel							
Full Time Salaries	6100	\$ 151,970.75	\$ 1,020,699.73	\$ 1,025,717.99	\$ 2,235,781.00	\$ 1,210,063.01	45.88%
Overtime Salaries	6101	\$ 695.55	\$ 6,587.06	\$ 5,518.04	\$ 32,225.00	\$ 26,706.96	17.12%
Car Allowance	6105	\$ 900.00	\$ 4,804.78	\$ 5,400.00	\$ 10,800.00	\$ 5,400.00	50.00%
Cell Phone Allowance	6108	\$ 1,462.50	\$ 6,790.51	\$ 8,775.00	\$ 17,550.00	\$ 8,775.00	50.00%
Part Time Salaries	6110	\$ 36,557.26	\$ 268,742.03	\$ 310,518.32	\$ 707,997.00	\$ 397,478.68	43.86%
Retirement	6120	\$ 24,872.32	\$ 166,871.57	\$ 168,063.77	\$ 399,353.00	\$ 231,289.23	42.08%
457 Pension	6121	\$ 135.22	\$ 6,635.96	\$ 6,635.96	\$ 7,945.00	\$ 1,309.04	83.52%
Employee Insurance	6130	\$ 16,852.10	\$ 106,383.07	\$ 101,574.50	\$ 330,067.00	\$ 228,492.50	30.77%
Workers Compensation	6140	\$ 10,553.02	\$ 63,476.14	\$ 70,858.55	\$ 145,957.00	\$ 75,098.45	48.55%
Unemployment Insurance	6150	\$ -	\$ 3,322.89	\$ -	\$ 9,000.00	\$ 9,000.00	0.00%
Loan Pension Obligation	6160	\$ 19,836.92	\$ 115,404.00	\$ 119,021.50	\$ 238,043.00	\$ 119,021.50	50.00%
OPEB Expense	6161	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
PERS Unfunded Liability	6170	\$ -	\$ 100,923.96	\$ 232,344.00	\$ 245,195.00	\$ 12,851.00	94.76%
Personnel		\$ 263,835.64	\$ 1,870,641.70	\$ 2,054,427.63	\$ 4,384,913.00	\$ 2,330,485.37	46.85%
YTD Comparison				\$ 183,785.93			
Services and Supplies							
Telephone	6210	\$ 785.91	\$ 6,210.67	\$ 5,156.17	\$ 11,556.00	\$ 6,399.83	44.62%
Internet Services	6220	\$ 1,729.47	\$ 13,275.05	\$ 11,281.69	\$ 33,882.00	\$ 22,600.31	33.30%
Pool Chemicals	6310	\$ 127.50	\$ 2,362.92	\$ 3,106.37	\$ 12,000.00	\$ 8,893.63	25.89%
Janitorial Supplies	6320	\$ 947.35	\$ 24,427.33	\$ 22,580.95	\$ 48,325.00	\$ 25,744.05	46.73%
Kitchen Supplies	6330	\$ -	\$ 198.16	\$ 348.02	\$ 1,510.00	\$ 1,161.98	23.05%
Food Supplies	6340	\$ -	\$ 2,274.82	\$ 2,405.08	\$ 8,811.00	\$ 6,405.92	27.30%
Water Maint & Service	6350	\$ 63.55	\$ 561.35	\$ 343.60	\$ 1,380.00	\$ 1,036.40	24.90%
Laundry/Wash Service	6360	\$ -	\$ -	\$ 20.00	\$ 680.00	\$ 660.00	2.94%
Insurance Liability	6410	\$ -	\$ 43,960.50	\$ 48,579.00	\$ 125,434.00	\$ 76,855.00	38.73%
Fuel	6510	\$ 2,522.69	\$ 16,225.56	\$ 16,066.90	\$ 41,000.00	\$ 24,933.10	39.19%
Vehicle Maintenance	6520	\$ 404.13	\$ 14,329.88	\$ 15,656.36	\$ 34,200.00	\$ 18,543.64	45.78%
Office Equipment Maintenance	6530	\$ -	\$ -	\$ 400.00	\$ 900.00	\$ 500.00	44.44%
Computer Equip Maintenance	6540	\$ -	\$ -	\$ 75.06	\$ 2,800.00	\$ 2,724.94	2.68%
Building Repair	6610	\$ 4,722.93	\$ 26,067.32	\$ 23,929.62	\$ 78,315.00	\$ 54,385.38	30.56%
Bldg Equip Maint/Repair	6620	\$ 1,427.70	\$ 7,038.42	\$ 11,990.01	\$ 35,700.00	\$ 23,709.99	33.59%
Improvements/Maintenance	6630	\$ 3,251.72	\$ 14,059.93	\$ 5,178.05	\$ 31,200.00	\$ 26,021.95	16.60%
Incidental Costs Assess	6709	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	0.00%
Grounds Maintenance	6710	\$ 3,316.26	\$ 46,784.98	\$ 37,983.77	\$ 88,980.00	\$ 50,996.23	42.69%
Tree Care Assess	6719	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00	0.00%
Park Amenities Assess	6722	\$ -	\$ -	\$ 1,652.75	\$ -	\$ 1,652.75	0.00%
Park Signage (Branding)	6725	\$ -	\$ 1,547.19	\$ 304.00	\$ -	\$ 304.00	0.00%

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
December 2017 50%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget
Contracted Pest Control	6730	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Rubbish & Refuse	6740	\$ 4,770.61	\$ 20,367.99	\$ 28,692.87	\$ 56,800.00	\$ 28,107.13	50.52%
Vandalism/Theft	6750	\$ -	\$ -	\$ 181.34	\$ 2,000.00	\$ 1,818.66	9.07%
Memberships	6810	\$ 6,842.00	\$ 6,310.93	\$ 11,603.18	\$ 14,310.00	\$ 2,706.82	81.08%
Office Expense	6900	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Office Supplies	6910	\$ 1,180.94	\$ 6,824.62	\$ 10,790.22	\$ 23,314.00	\$ 12,523.78	46.28%
Postage Expense	6920	\$ 546.15	\$ 10,635.12	\$ 12,742.40	\$ 26,100.00	\$ 13,357.60	48.82%
Advertising Expense	6930	\$ 516.00	\$ 5,870.65	\$ 4,812.90	\$ 15,592.00	\$ 10,779.10	30.87%
Printing Charges	6940	\$ 792.20	\$ 5,159.74	\$ 4,631.10	\$ 19,543.00	\$ 14,911.90	23.70%
Bank & ActiveNet Charges	6950	\$ 1,637.98	\$ 22,763.17	\$ 22,572.05	\$ 45,990.00	\$ 23,417.95	49.08%
Approp Redev/Collection Fees	6960	\$ 187,031.42	\$ 162,953.47	\$ 187,031.42	\$ 369,470.00	\$ 182,438.58	50.62%
Minor Furn Fixture & Equip	6980	\$ 258.44	\$ 858.22	\$ 775.32	\$ 1,683.00	\$ 907.68	46.07%
Comp Hardware/Software Exp	6990	\$ -	\$ 1,976.26	\$ 2,777.48	\$ 13,564.00	\$ 10,786.52	20.48%
Fingerprint Fees (HR)	7010	\$ 132.00	\$ 619.00	\$ 600.00	\$ 2,440.00	\$ 1,840.00	24.59%
Fire & Safety Insp Fees	7020	\$ -	\$ 956.05	\$ 1,990.10	\$ 3,140.00	\$ 1,149.90	63.38%
Permit & Licensing Fees	7030	\$ 790.06	\$ 1,725.34	\$ 5,397.29	\$ 4,400.00	\$ 997.29	122.67%
State License Fee	7040	\$ -	\$ -	\$ 341.25	\$ -	\$ 341.25	0.00%
Professional Services	7100	\$ -	\$ -	\$ 400.00	\$ 500.00	\$ 100.00	80.00%
Legal Services	7110	\$ 1,339.46	\$ 11,476.35	\$ 16,013.04	\$ 69,150.00	\$ 53,136.96	23.16%
Typeset and Print Services	7115	\$ 11,811.44	\$ 11,745.39	\$ 24,011.70	\$ 50,147.00	\$ 26,135.30	47.88%
Instructor Services	7120	\$ 15,837.69	\$ 80,343.47	\$ 84,873.66	\$ 169,925.00	\$ 85,051.34	49.95%
PERS Admin Fees	7125	\$ 114.10	\$ -	\$ 721.52	\$ 1,550.00	\$ 828.48	46.55%
Audit Services	7130	\$ 1,000.00	\$ 9,640.00	\$ 8,000.00	\$ 22,260.00	\$ 14,260.00	35.94%
Medical & Health Svcs (HR)	7140	\$ 175.00	\$ 735.00	\$ 1,165.00	\$ 5,500.00	\$ 4,335.00	21.18%
Security Services	7150	\$ 746.46	\$ 2,857.56	\$ 4,693.66	\$ 3,600.00	\$ 1,093.66	130.38%
Entertainment Services	7160	\$ -	\$ -	\$ 737.53	\$ 3,450.00	\$ 2,712.47	21.38%
Business Services	7180	\$ 25.00	\$ 29,372.83	\$ 47,621.04	\$ 67,375.00	\$ 19,753.96	70.68%
Umpire/Referee Services	7190	\$ 200.00	\$ 1,150.00	\$ 710.00	\$ 1,640.00	\$ 930.00	43.29%
Subscriptions	7210	\$ 187.89	\$ 251.40	\$ 719.49	\$ 4,322.00	\$ 3,602.51	16.65%
Rents and Leases	7300	\$ 2,418.28	\$ -	\$ 2,413.28	\$ -	\$ 2,413.28	0.00%
Rents & Leases Equip	7310	\$ 2,051.54	\$ 8,906.82	\$ 9,615.52	\$ 27,610.00	\$ 17,994.48	34.83%
Bldg/Field Leases & Rental	7320	\$ -	\$ 20.00	\$ 5.00	\$ 11,466.00	\$ 11,461.00	0.04%
Event Supplies	7410	\$ -	\$ 1,116.27	\$ 845.47	\$ 2,310.00	\$ 1,464.53	36.60%
Supplies	7420	\$ -	\$ 430.11	\$ 2,237.81	\$ 7,175.00	\$ 4,937.19	31.19%
Binco Supplies	7430	\$ 1,239.60	\$ 3,046.17	\$ 4,391.44	\$ 7,500.00	\$ 3,108.56	58.55%
Sporting Goods	7440	\$ 260.57	\$ 4,065.95	\$ 4,992.37	\$ 8,085.00	\$ 3,092.63	61.75%
Arts and Craft Supplies	7450	\$ -	\$ 1,128.18	\$ 1,098.83	\$ 4,820.00	\$ 3,721.17	22.80%
Training Supplies	7460	\$ -	\$ -	\$ 200.00	\$ 3,095.00	\$ 2,895.00	6.46%
Camp Supplies	7470	\$ -	\$ 659.52	\$ 318.50	\$ 1,080.00	\$ 761.50	29.49%
Small Tools	7500	\$ 73.80	\$ 2,288.81	\$ 5,573.27	\$ 6,400.00	\$ 826.73	87.08%
Safety Supplies	7510	\$ 12.85	\$ 2,932.88	\$ 1,375.78	\$ 7,289.00	\$ 5,913.22	18.87%
Uniform Allowance	7610	\$ 119.60	\$ 4,681.56	\$ 1,431.58	\$ 12,426.00	\$ 10,994.42	11.52%
Safety Clothing	7620	\$ 304.14	\$ 993.08	\$ 721.97	\$ 3,150.00	\$ 2,428.03	22.92%
Conference&Seminar Staff	7710	\$ -	\$ 1,882.68	\$ 9,363.40	\$ 20,745.00	\$ 11,381.60	45.14%
Conference&Seminar Board	7715	\$ -	\$ 212.47	\$ 735.00	\$ 2,240.00	\$ 1,505.00	32.81%
Conference&Seminar Travel Exp	7720	\$ -	\$ 2,834.93	\$ 2,231.28	\$ 13,573.00	\$ 11,341.72	16.44%
Out of Town Travel Board	7725	\$ -	\$ 937.75	\$ 1,111.59	\$ 6,615.00	\$ 5,503.41	16.80%
Private Vehicle Mileage	7730	\$ 102.19	\$ 1,582.38	\$ 1,235.73	\$ 4,190.00	\$ 2,954.27	29.49%
Transportation Charges	7740	\$ -	\$ -	\$ 228.01	\$ 750.00	\$ 521.99	30.40%
Buses/Excursions	7750	\$ 6,326.00	\$ 1,827.64	\$ 11,633.02	\$ 22,870.00	\$ 11,236.98	50.87%
Utilities Gas	7810	\$ 115.33	\$ 7,266.29	\$ 6,779.69	\$ 26,431.00	\$ 19,651.31	25.65%
Utilities Water	7820	\$ 66,062.07	\$ 373,200.04	\$ 386,094.83	\$ 757,800.00	\$ 371,705.17	50.95%
Utilities Electric	7830	\$ 18,295.34	\$ 86,401.28	\$ 95,918.42	\$ 226,374.00	\$ 130,455.58	42.37%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Awards and Certificates	7910	\$ 3,821.32	\$ 10,042.46	\$ 8,172.11	\$ 16,490.00	\$ 8,317.89	49.56%
Meals for Staff Training	7920	\$ -	\$ 158.48	\$ 912.46	\$ 2,710.00	\$ 1,797.54	33.67%
Employee Morale	7930	\$ -	\$ 134.55	\$ 165.66	\$ 9,974.00	\$ 9,808.34	1.66%
COP Debt PV Fields	7950	\$ 20,534.08	\$ -	\$ 123,204.50	\$ 246,409.00	\$ 123,204.50	50.00%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ -	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	50.00%
Reserve Computer Fleet	7971	\$ 416.67	\$ -	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	50.00%
Reserve Designated Project	7972	\$ 1,666.67	\$ -	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	50.00%
Reserve Dry Period	7973	\$ 7,500.00	\$ -	\$ 45,000.00	\$ 90,000.00	\$ 45,000.00	50.00%
Services and Supplies		\$ 390,387.43	\$ 1,130,666.94	\$ 1,440,394.48	\$ 3,141,115.00	\$ 1,720,774.98	45.86%
YTD Comparison				\$ 309,727.54			
Capital							
Capital	8400	\$ -	\$ -	\$ 538.53	\$ -	\$ 538.53	0.00%
HCF Grant Trails	8403	\$ -	\$ 58.87	\$ -	\$ -	\$ -	0.00%
HCF Grant Wildlife Programs	8405	\$ -	\$ 5,731.50	\$ -	\$ -	\$ -	0.00%
Eston Street Tree Removal	8408	\$ -	\$ 13,500.00	\$ -	\$ -	\$ -	0.00%
Playground Equipment	8410	\$ -	\$ 189,887.74	\$ -	\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$ -	\$ -	\$ 33,358.52	\$ -	\$ 33,358.52	0.00%
Telephone System	8421	\$ -	\$ 9,981.26	\$ -	\$ -	\$ -	0.00%
Needs Assessment	8422	\$ 14,924.50	\$ 87.38	\$ 50,889.89	\$ 68,790.00	\$ 17,900.11	73.98%
Bob Kildee Parking Lot	8423	\$ -	\$ 236.44	\$ 166,295.00	\$ 150,000.00	\$ 16,295.00	110.86%

**General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
December 2017 50%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget
PV Fields Parking Lot	8424	\$ -	\$ 14,361.00	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Hardwalls GM/HR Offices	8425	\$ -	\$ -	\$ 15,528.45	\$ -	\$ 15,528.45	0.00%
Charter Oak Windrow	8426	\$ 900.00	\$ -	\$ 900.00	\$ 10,000.00	\$ 9,100.00	9.00%
Cam Grove Parking Lot	8427	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Bob Kildee PournPlay	8429	\$ 17,600.00	\$ -	\$ 17,600.00	\$ 25,000.00	\$ 7,400.00	70.40%
Cam Grve Doq PkArtifical Turf	8430	\$ -	\$ -	\$ 19,312.93	\$ 20,000.00	\$ 687.07	96.56%
Shop DriveWay	8431	\$ -	\$ -	\$ -	\$ 35,000.00	\$ 35,000.00	0.00%
Freedom Pk Baseball Flds Desiq	8432	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Aquatics Tankless Wtr Heaters	8433	\$ -	\$ -	\$ -	\$ 37,000.00	\$ 37,000.00	0.00%
Auditroium Patio	8434	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 12,000.00	0.00%
Auditorium Restroom Remodel	8435	\$ -	\$ -	\$ -	\$ 65,000.00	\$ 65,000.00	0.00%
Springville Dog Park Wall	8436	\$ -	\$ -	\$ -	\$ 81,000.00	\$ 81,000.00	0.00%
Bob Kildee Pavillion Replacemen	8437	\$ -	\$ -	\$ -	\$ 38,000.00	\$ 38,000.00	0.00%
Mission Oaks Roof	8438	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
Auditorium Ducting/Replacement	8439	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
Office Design/Carpet/Server	8440	\$ -	\$ -	\$ 22,614.13	\$ 53,000.00	\$ 30,385.87	42.67%
Admin Bldg Roofs #6,#7,Admin	8441	\$ 133,091.00	\$ -	\$ 133,091.00	\$ 125,000.00	\$ 8,091.00	106.47%
Capital		\$ 166,515.50	\$ 233,844.19	\$ 460,128.45	\$ 804,790.00	\$ 492,284.55	57.17%
YTD Comparison				\$ 226,284.26			
Expenses w/out Capital		\$ 654,223.07	\$ 3,001,308.64	\$ 3,494,822.11	\$ 7,526,028.00	\$ 4,051,260.35	46.44%
YTD Comparison				\$ 493,513.47			

General Ledger
Statement of Revenues and Expenditures
Fund 20 Assessment District
December 2017 50%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 369.32	\$ 175.34	\$ 572.92	\$ 389.00	\$ 183.92	147.28%
Assessment Revenue	5500	\$ 595,138.05	\$ 589,310.62	\$ 597,707.95	\$ 1,072,301.00	\$ 474,593.05	55.74%
Revenue		\$ 595,507.37	\$ 589,485.96	\$ 598,280.87	\$ 1,072,690.00	\$ 474,776.97	55.77%
YTD Comparison				\$ 8,794.91			
Personnel							
Full Time Salaries	6100	\$ 6,277.63	\$ 44,381.09	\$ 37,843.65	\$ 91,142.00	\$ 53,298.35	41.52%
Overtime Salaries	6101	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
PartTime Salaries	6110	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$ 1,076.91	\$ 8,252.00	\$ 6,517.38	\$ 15,247.00	\$ 8,729.62	42.75%
457 Pension	6121	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Employee Insurance	6130	\$ 984.14	\$ 6,706.00	\$ 5,270.48	\$ 14,910.00	\$ 9,639.52	35.35%
Workers Compensation	6140	\$ 621.89	\$ 4,042.50	\$ 3,769.26	\$ 8,695.00	\$ 4,925.74	43.35%
Personnel		\$ 8,960.57	\$ 63,381.59	\$ 53,400.77	\$ 129,994.00	\$ 76,593.23	41.08%
YTD Comparison				\$ (9,980.82)			
Services and Supplies							
Incidental Costs Assess	6709	\$ -	\$ 15,610.13	\$ 15,426.15	\$ 29,204.00	\$ 13,777.85	52.82%
Tree Care Assess	6719	\$ -	\$ -	\$ 9,712.50	\$ 40,000.00	\$ 30,287.50	24.28%
Contracted LS Services	6720	\$ 33,360.12	\$ 174,555.85	\$ 174,380.88	\$ 415,596.00	\$ 241,215.12	41.96%
Park Amenities Assess	6722	\$ 3,034.83	\$ -	\$ 15,150.43	\$ 40,000.00	\$ 24,849.57	37.88%
Bank & ActiveNet Charges	6950	\$ -	\$ 104.00	\$ 24.00	\$ 60.00	\$ 36.00	40.00%
Aroron Redev/Collection Fees	6960	\$ -	\$ 1,445.13	\$ -	\$ 7,500.00	\$ 7,500.00	0.00%
Business Services	7180	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	0.00%
COP Debt PV Fields	7950	\$ 32,738.25	\$ 100,826.48	\$ 196,429.50	\$ 392,859.00	\$ 196,429.50	50.00%
Services and Supplies		\$ 69,133.20	\$ 297,541.59	\$ 411,123.46	\$ 925,219.00	\$ 514,095.54	44.44%
YTD Comparison				\$ 113,581.87			
Total Expense		\$ 78,093.77	\$ 360,923.18	\$ 464,524.23	\$ 1,055,213.00	\$ 590,688.77	44.02%
YTD Comparison				\$ 103,601.05			

**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: February 7, 2018

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 584 DIRECTING SCI CONSULTING GROUP TO PREPARE THE FY 2018-2019 ENGINEER'S REPORT FOR THE ASSESSMENT DISTRICT

RECOMMENDATION

It is recommended the Board adopt Resolution No. 584, directing SCI Consulting Group to prepare the FY 2018-2019 Engineer's Report.

BACKGROUND

SCI Consulting Group was retained in 2001 by the District to prepare and file a report. The report was to include: estimate of costs a diagram for the assessment district and an assessment to cover the estimated costs of the improvements pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIIIID of the California Constitution. The Assessment District was formed to provide adequate revenues for park maintenance services as well as for expanding and improving park facilities to meet the growing demand placed on the parks.

ANALYSIS

The Engineer's Report is prepared annually to establish the budget for the services that would be funded by the proposed fiscal year. The FY 2018-2019 projects will determine the benefits received from the park maintenance and improvements by property within the Park District and the method of assessment apportionment to lots and parcels within the Park District. Specifically, the Engineer's Report with input from District staff will reflect the projects, staffing and funding allocation for the upcoming fiscal year. The Board will then have the opportunity to review the proposed report and budget.

FISCAL IMPACT

The FY 2018-2019 special assessment funds will be dedicated to a portion of the debt service for the Certificates of Participation (COP) sold as the funding source for the Pleasant Valley Fields Sports Complex, staffing expenses, landscape maintenance program, and miscellaneous park projects.

RECOMMENDATION

It is recommended the Board adopt Resolution No. 584 directing SCI Consulting Group to prepare the FY 2018-2019 Engineer's Report.

ATTACHMENT

- 1) Resolution No. 584 (2 pages)

RESOLUTION NO. 584

**A RESOLUTION DIRECTING PREPARATION OF THE ENGINEER'S REPORT
FOR FISCAL YEAR 2018-19 FOR THE
PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT
FOR THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

RESOLVED, by the Governing Board (the "Board") of the Pleasant Valley Recreation and Park District (the "District"), County of Ventura, State of California, that

1. On April 4th, 2001 by its Resolution No. 356 this Board ordered the formation of a landscaping and lighting district pursuant to Article XIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof).

2. The purpose of the landscaping and lighting district shall be for the installation, maintenance and servicing of improvements to the Pleasant Valley Recreation and Park District described in Section 3 below.

3. The landscaping and lighting district has been given the distinctive designation of the "Park Maintenance and Recreation Improvement District", which landscaping and lighting district is primarily described as all of the lands within the current boundaries of the Pleasant Valley Recreation and Park District.

4. Within the landscaping and lighting district, the existing and proposed improvements to be undertaken by the Park Maintenance and Recreation Improvement District are described as installation, maintenance and servicing of public facilities, including but not limited to, playing fields, playground equipment, hard court surfaces, irrigation and sprinkler systems, landscaping, turf and track facilities, gymnasiums, swimming pools, landscaping, sprinkler systems, park grounds, park facilities, landscape corridors, and trails, as applicable, for property owned or maintained by the Pleasant Valley Recreation and Park District. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning,

sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other improvements.

5. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the Clerk of the Board for submission to the Board.

PASSED AND ADOPTED this 7th day of February 2018 by the following vote:

AYES :

NOES:

ABSENT:

ABSTAIN:

MARK MALLOY, CHAIRMAN
PLEASEANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

ELAINE MAGNER, SECRETARY
PLEASEANT VALLEY RECREATION AND PARK DISTRICT

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

TO: BOARD OF DIRECTORS

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

DATE: February 7, 2018

**SUBJECT: CREATION AND IMPLEMENTATION OF FUND 30 -
INFORMATIONAL ITEM ONLY**

RECOMMENDATION

The purpose of this staff report is to inform the Board that Quimby Fees will be placed into their own fund for transparency purposes. A fund will be created (Fund 30) solely for the purpose to record Quimby Fees, Quimby Investments and interest earned from the Quimby Fees collected.

BACKGROUND

The District routinely collects Park-in-Lieu Fees also known as Quimby Fees. These funds are earmarked as Quimby Funds which means they are restricted funds for developing new parks/recreation facilities or rehabilitating existing neighborhood/community parks and recreational facilities. Upon receipt of these fees, they are deposited into a separate bank account but recorded to the General Fund. Currently the fees and all interest earnings are kept in a separate bank or investment account, but appear on the General Fund (Fund 10) monthly financials.

ANALYSIS

When Fund 30 is created, all Quimby funds along with investment records will be moved from Fund 10 to Fund 30. This will allow for the Board along with the citizens of Camarillo to see the balance we have in Quimby Funds along with projects the fees have been spent on. Any projects/items purchased with Quimby Fees will be reflected in Fund 30. The Finance Committee along with the Board will also receive monthly reports on Fund 30.

COMMITTEE

Staff met with the Finance Committee on December 13, 2017 and informed the Committee that a Fund 30 would be created to deposit Quimby Fees and interest earnings.

FISCAL IMPACT

There is no direct impact to the budget.

RECOMMENDATION

This is an informational item only to inform the Board of Directors that Quimby Fees, Quimby Investment and interest earned on Quimby Fees will now be placed in Fund 30 for transparency purposes.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: February 7, 2018

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO.
585 APPROVING A WRITTEN REQUEST FOR LAFCO TO
APPOINT A SPECIAL DISTRICT REPRESENTATIVE TO
THE COUNTYWIDE OVERSIGHT BOARD**

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 585 to formally approve Ventura Local Agency Formation Commission (LAFCo) the need to appoint an independent special district member to the Countywide Oversight Board.

BACKGROUND

LAFCo is an independent agency created by the State of California. It is charged with discouraging urban sprawl, preserving open-space and agricultural lands, and encouraging orderly governmental boundaries within Ventura County. The Commission meets these objectives by regulating the boundaries of cities and most special districts and conducting municipal service reviews and other special studies.

In 2015, changes were made to the California Health and Safety Code to update and clarify issues governing the dissolution of redevelopment agencies. One of the updates provided for the consolidation of Successor Agency Oversight Boards into a single Countywide Oversight Board, the effective date of which is July 1, 2018. The Countywide Oversight Board is to have seven members, one of whom “may be appointed by the independent special district selection committee.” (Health and Safety Code § 34179(j)(3))

ANALYSIS

The LAFCo Executive Officer is charged with calling for meetings of the independent special district selection committee (committee). In September 2017, the Governor signed Assembly Bill 979, expanding the circumstances under which the LAFCo Executive Officer is to call a meeting of the committee.

Effective January 1, 2018, the Executive Officer is to call a meeting of the committee “Upon receipt of a written request by one or more members of the selection committee notifying the executive officer of the need to appoint a member representing independent special districts on an oversight board pursuant to paragraph (3) of subdivision (j) of Section 34179 of the Health and Safety Code.” (Govt. Code § 56332(b)(5), eff. Jan. 1, 2018.)

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 585 to formally approve Ventura Local Agency Formation Commission (LAFCo) the need to appoint an independent special district member to the Countywide Oversight Board.

ATTACHMENT

- 1) Resolution No. 585 (1 page)
- 2) Recommendation Letter (1 page)

RESOLUTION NO. 585
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT APPROVING
THE REQUEST FOR LAFCO THE NEED TO APPOINT AN INDEPENDENT
SPECIAL DISTRICT MEMBER TO THE COUNTYWIDE OVERSIGHT BOARD

WHEREAS, Pleasant Valley Recreation and Park District in accordance with Section 34179(j)(3) of the California Health and Safety Code Pleasant Valley Recreation and Park District; and

NOW, THEREFORE, the Board of Directors of the Pleasant Valley Recreation and Park District does hereby submit a written request to the Executive Officer of LAFCo the need to appoint a member of the independent special districts on an oversight board.

PASSED AND ADOPTED this 7th day of February, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

MARK MALLOY, BOARD CHAIR
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ELAINE MAGNER, SECRETARY
PLEASANT VALLEY RECREATION AND PARK DISTRICT

Pleasant Valley Recreation and Park District

1605 E. Burnley St., Camarillo, CA 93010
Phone: (805) 482-1996 Fax: (805) 482-3468 www.pvrpd.org



BOARD OF DIRECTORS

MARK MALLOY
ROBERT KELLEY
ELAINE MAGNER
MIKE MISHLER
NEAL DIXON

GENERAL MANAGER

Mary Otten

Kai Luoma
Executive Officer
Ventura Local Agency Formation Commission
800 S. Victoria Avenue
Ventura, CA 93009-7101

Regarding: Countywide Oversight Board

Dear Mr. Luoma:

The District is aware of the consolidation of the Successor Agency Oversight Boards into a single Countywide Oversight Board, which has an effective date of July 2018.

On behalf of the Pleasant Valley Recreation and Park District, I am writing to request LAFCo appoint a member of an independent special district to the County Oversight Board.

Respectfully,

Mark Malloy
Board Chair
Pleasant Valley Recreation and Park District

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

TO: BOARD OF DIRECTORS

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

DATE: February 7, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF MID-YEAR
BUDGET REVISIONS**

RECOMMENDATION

It is recommended the Board review and approve the mid-year budget revisions to the FY 2017–2018 Budget.

BACKGROUND

The Fiscal Year 2017-2018 Budget was approved July 5, 2017. The budget was developed by staff and reviewed and approved by the Board of Directors. The budget is adjusted at mid-year when there are changes in budget line items which represent noteworthy changes. The budget at mid-year is reviewed and analyzed by staff and the General Manager before going to the Board for any budget adjustment approvals. Budget revisions during the fiscal year are consistent with accounting practices and recommended by the District’s auditors.

ANALYSIS

District Wide, the revenue is at 58.39%, which is primarily due to the District receiving the scheduled Tax Apportionment in December and receiving an increase in the Reimbursement Recognized Obligation Payment Schedule (ROPS) due to a settlement with California State University Channel Islands. Revenue is up 8.39% from the budgeted 50% for mid-year. This is primarily due to the Reimbursement ROPS line item, which is up 227.25% at mid-year or \$204,524. Tax Apportionment is showing higher than 50%, due to receiving 3.45% more at mid-year. Overall the District’s revenues are doing well and coming in higher than budgeted.

There are no revenue budget adjustments for Fund 20, the Assessment District.

Overall the District’s expenses (Personnel and Service and Supplies) are running at 45.88% below the budgeted amount of 50% for mid-year. The General Fund Service & Supply expenditures are at 45.86% (a decrease of 4.14%) for the period ending December 31, 2017. Even though the District is doing well managing the expenses, there are a few line items that will need budget adjustments in both revenue and expenses. They are as follows:

Revenue:

Reimb ROPS	Increase \$200,000	CSUCI Pass-Through
Public Fees	Decrease \$10,000	Cancelled Parade

Personnel:

Parks Wages/Benefits	Increase	\$ 9,614	Transfer from Fund 20
Employee Insurance	Decrease	\$21,000	Projected High

Service and Supplies:

Insurance Liability	Decrease	\$25,000	Over Projected
Food Supplies	Decrease	\$ 1,000	Cancelled Parade
Business Supplies	Decrease	\$ 4,200	Cancelled Parade
Rents & Leases	Decrease	\$ 2,500	Cancelled Parade
Postage	Increase	\$ 1,000	Rate Increase/Recruitments
RDA Appropriation	Increase	\$ 4,600	Under Projected
Park Signs	Increase	\$ 17,000	Finish Phase II Signs
Vehicle Logos	Increase	\$ 7,000	New Project
Air Handlers/Aquatics Ctr.	Increase	\$ 9,000	New Project
Trees	Increase	\$ 11,000	Project

Capital Outlay:

Pickle Ball Courts:

Fix and Paint Courts	Increase	\$56,400	Mid-Year CIP Adjustment
Tighten and Replace Bottom Rail	Increase	\$12,000	Mid-Year CIP Adjustment

Assessment District:

Parks Wages and Benefits	Decrease	\$ 9,614	Transfer to Fund 10
Landscape Contract	Increase	\$10,905	Contract Adj thru 6/30/18
PV Fields Sports Complex	Increase	\$14,235	Contract Adj thru 6/30/18

With these mid-year budget adjustments taken into consideration, revenue exceeds expenses by \$201,209 which is an improvement of \$184,486 from the original budget adopted in July 2017.

Capital Outlay has two budget adjustments which are mid-year projects. These two lines increase the Capital Outlay budget by \$68,400 or to \$873,190.

The Assessment District has a landscape contract adjustment of \$25,140. At the July 1, 2017 budget adoption revenue exceeded expenses by \$17,477. With this budget adjustment a Crew Lead position needed to be moved back to the General Fund for the remainder of fiscal year 2017-2018 to keep the Assessment District budget in balance with revenue exceeding expenses. The transfer of the Crew Lead equaled \$9,614. With these changes in the Assessment District budget the revenue exceeded the expenses by \$1,951.

As mentioned above the overall expenses at mid-year for Fund 10 are below budget by 5.3% and for Fund 20 by 20.9%. This is primarily due to the effort made by the General Manager and Department Managers budgeting conservatively and monitoring their department line items closely.

FISCAL IMPACT

Keeping in mind the changes that are mentioned above, the impact on the District Wide budget in fiscal year 2017-2018 is an increase of \$168,960 in budget savings. The new total for mid-year went from \$34,200 in revenue over expenses to \$203,160 in revenue over expenses.

STAFF RECOMMENDATION

It is recommended the Board review and approve the mid-year budget revisions to the FY 2017–2018 Budget.

ATTACHMENTS

- 1) District Wide Mid-Year Budget Summary Pages (4 pages)

General Ledger
Mid-Year Budget Adjustments Fund 10
Fiscal Year 2017-2018

Description	Account	One Year Prior Actual	Original Budget 17-18	Budget Adj	Mid-Year Budget	Year to Date	% of Budget Used
Revenue							
Tax Apport Cur Year Secured	5110	\$ 3,168,418.70	\$ 6,126,646.00		\$ 6,126,646.00	\$ 3,274,620.96	53.45%
Tax Apport Cur Year Unsec	5120	\$ 115,960.05	\$ -		\$ -	\$ 85,570.17	0.00%
Tax Apport Prior Year Sec	5130	\$ 43,613.97	\$ -		\$ -	\$ 17,454.54	0.00%
Tax Deeded Sales	5150	\$ -	\$ -		\$ -	\$ 26.30	0.00%
Cur Supplemental Pass Thru	5210	\$ 17,287.89	\$ -		\$ -	\$ 19,778.75	0.00%
HOPTR	5230	\$ 6,913.09	\$ -		\$ -	\$ 7,033.72	0.00%
Supplemental Assessment Roll	5240	\$ 60.25	\$ -		\$ -	\$ -	0.00%
Interest Earnings	5310	\$ 13,435.46	\$ 18,690.00		\$ 18,690.00	\$ 11,165.15	59.74%
MBS Interest Earnings	5320	\$ 8,763.42	\$ -		\$ -	\$ 8,376.60	0.00%
Park Dedication Fees	5400	\$ 3,123,562.00	\$ -		\$ -	\$ -	0.00%
Park Patrol Citations	5506	\$ 2,145.32	\$ 3,025.00		\$ 3,025.00	\$ 1,341.43	44.34%
Plan Check Fee	5507	\$ -	\$ 100.00		\$ 100.00	\$ -	0.00%
Contract Classes Public Fees	5510	\$ 258,621.41	\$ 235,111.00		\$ 235,111.00	\$ 116,271.88	49.45%
Public Fees	5511	\$ -	\$ 413,610.00	\$ (10,000.00)	\$ 403,610.00	\$ 138,255.61	33.43%
Swim Pass Adult Splash (20)	5513	\$ 1,683.00	\$ 7,344.00		\$ 7,344.00	\$ 3,215.98	43.79%
Swim Pass Senior Splash (10)	5514	\$ 833.50	\$ 1,890.00		\$ 1,890.00	\$ 472.50	25.00%
Senior Services Revenue	5515	\$ 65.00	\$ -		\$ -	\$ -	0.00%
Swim Pass Senior Splash (20)	5516	\$ 2,249.50	\$ 4,590.00		\$ 4,590.00	\$ 1,870.00	40.74%
Swim Pass Senior Splash (20)	5517	\$ 270.00	\$ 1,620.00		\$ 1,620.00	\$ 675.00	41.67%
Swim Pass Senior Fitness (10)	5518	\$ 6,192.00	\$ 10,692.00		\$ 10,692.00	\$ 5,904.00	55.22%
Swim Pass Senior Fitness (20)	5520	\$ 10,350.00	\$ 22,329.00		\$ 22,329.00	\$ 10,375.97	46.47%
Swim Pass Adult Splash (10)	5524	\$ 1,230.50	\$ 5,508.00		\$ 5,508.00	\$ 1,138.50	20.67%
Vending Concessions	5525	\$ 3,255.24	\$ 3,312.00		\$ 3,312.00	\$ 2,057.14	62.11%
Swim Pass Adult Fitness (10)	5526	\$ 200.00	\$ 1,200.00		\$ 1,200.00	\$ 150.00	12.50%
Swim Pass Adult Fitness (20)	5527	\$ 893.00	\$ 4,320.00		\$ 4,320.00	\$ 594.00	13.75%
Swim Passes Summer Single	5528	\$ 130.00	\$ 960.00		\$ 960.00	\$ 460.00	47.92%
Swim Passes Summer Family	5529	\$ 427.00	\$ 1,680.00		\$ 1,680.00	\$ 606.00	36.07%
Rental	5530	\$ 160,937.39	\$ 347,727.00		\$ 347,727.00	\$ 189,206.48	54.41%
Cell Tower Revenue	5535	\$ 36,916.40	\$ 82,272.00		\$ 82,272.00	\$ 41,566.29	50.52%
Annual Passes	5536	\$ 762.30	\$ -		\$ -	\$ 4,190.25	0.00%
Parking Fees	5540	\$ 8,576.94	\$ 12,024.00		\$ 12,024.00	\$ 9,614.25	79.96%
Dues	5550	\$ 718.00	\$ 2,208.00		\$ 2,208.00	\$ 696.00	31.52%
Activity Guide Revenue	5555	\$ 4,390.00	\$ 8,800.00		\$ 8,800.00	\$ 7,040.00	80.00%
Gain/(Loss) LAIF Investments	5565	\$ 1,703.98	\$ -		\$ -	\$ -	0.00%
Donations	5570	\$ 82,335.00	\$ 80,620.00		\$ 80,620.00	\$ 80,603.45	99.98%
Grant HCF	5573	\$ 19.00	\$ -		\$ -	\$ -	0.00%
Other/Purchase Discount Taken	5575	\$ 32,880.44	\$ 53,133.00		\$ 53,133.00	\$ 33,823.69	63.66%
Cash Over/Under	5580	\$ 25.00	\$ -		\$ -	\$ 65.00	0.00%
Incentive Income	5585	\$ 1,016.64	\$ 3,340.00		\$ 3,340.00	\$ 1,331.61	39.87%
Reimbursement ROPS	5600	\$ 164,882.89	\$ 90,000.00	\$ 200,000.00	\$ 290,000.00	\$ 294,523.81	327.25%
Reimb Needs Assessment	5605	\$ -	\$ -		\$ -	\$ 18,367.25	0.00%
Revenue		\$ 7,281,724.28	\$ 7,542,751.00	\$ 190,000.00	\$ 7,732,751.00	\$ 4,388,442.28	58.18%
Personnel							
Full Time Salaries	6100	\$ 1,020,699.73	\$ 2,235,781.00	\$ 8,203.00	\$ 2,243,984.00	\$ 1,025,717.99	45.88%
Overtime Salaries	6101	\$ 6,587.06	\$ 32,225.00		\$ 32,225.00	\$ 5,518.04	17.12%
Car Allowance	6105	\$ 4,804.78	\$ 10,800.00		\$ 10,800.00	\$ 3,006.73	27.84%
Cell Phone Allowance	6108	\$ 6,790.51	\$ 17,550.00		\$ 17,550.00	\$ 7,099.85	40.45%
Part Time Salaries	6110	\$ 268,742.03	\$ 707,997.00		\$ 707,997.00	\$ 310,518.32	43.86%
Retirement	6120	\$ 166,871.57	\$ 399,353.00	\$ 1,411.00	\$ 400,764.00	\$ 168,063.77	42.08%
457 Pension	6121	\$ 6,635.96	\$ 7,945.00		\$ 7,945.00	\$ 6,635.96	83.52%
Employee Insurance	6130	\$ 106,383.07	\$ 330,067.00	\$ (21,000.00)	\$ 309,067.00	\$ 101,574.50	30.77%
Workers Compensation	6140	\$ 63,476.14	\$ 145,957.00		\$ 145,957.00	\$ 70,858.55	48.55%
Unemployment Insurance	6150	\$ 3,322.89	\$ 9,000.00		\$ 9,000.00	\$ -	0.00%
Loan Pension Obligation	6160	\$ 7,928.41	\$ 238,043.00		\$ 238,043.00	\$ 27,011.50	11.35%
OPEB Expense	6161	\$ -	\$ 5,000.00		\$ 5,000.00	\$ -	0.00%
PERS Unfunded Liability	6170	\$ 100,923.96	\$ 245,195.00		\$ 245,195.00	\$ 232,344.00	94.76%
Personnel		\$ 1,763,166.11	\$ 4,384,913.00	\$ (11,386.00)	\$ 4,373,527.00	\$ 1,958,349.21	44.66%
Services and Supplies							
Telephone	6210	\$ 6,210.67	\$ 11,556.00		\$ 11,556.00	\$ 5,156.17	44.62%
Internet Services	6220	\$ 13,275.05	\$ 33,882.00		\$ 33,882.00	\$ 11,281.69	33.30%
Pool Chemicals	6310	\$ 2,362.92	\$ 12,000.00		\$ 12,000.00	\$ 3,106.37	25.89%
Janitorial Supplies	6320	\$ 24,427.33	\$ 48,325.00		\$ 48,325.00	\$ 22,580.95	46.73%
Kitchen Supplies	6330	\$ 198.16	\$ 1,510.00		\$ 1,510.00	\$ 348.02	23.05%

**General Ledger
Mid-Year Budget Adjustments Fund 10
Fiscal Year 2017-2018**

Description	Account	One Year		Original Budget 17-18	Budget Adj	Mid-Year Budget	Year to Date	% of Budget Used
		Prior Actual						
Food Supplies	6340	\$ 2,274.82	\$ 8,811.00	\$ (1,000.00)	\$ 7,811.00	\$ 2,903.71	32.96%	
Water Maint & Service	6350	\$ 561.35	\$ 1,380.00		\$ 1,380.00	\$ 343.60	24.90%	
Laundry/Wash Service	6360	\$ -	\$ 680.00		\$ 680.00	\$ 20.00	2.94%	
Insurance Liability	6410	\$ 43,960.50	\$ 125,434.00	\$ (25,000.00)	\$ 100,434.00	\$ 48,579.00	38.73%	
Fuel	6510	\$ 16,225.56	\$ 41,000.00		\$ 41,000.00	\$ 16,368.06	39.92%	
Vehicle Maintenance	6520	\$ 14,329.88	\$ 34,200.00		\$ 34,200.00	\$ 16,827.00	49.20%	
Office Equipment Maintenance	6530	\$ -	\$ 900.00		\$ 900.00	\$ 400.00	44.44%	
Computer Equip Maintenance	6540	\$ -	\$ 2,800.00		\$ 2,800.00	\$ 75.06	2.68%	
Building Repair	6610	\$ 26,067.32	\$ 78,315.00		\$ 78,315.00	\$ 24,485.62	31.27%	
Bldg Equip Maint/Repair	6620	\$ 7,038.42	\$ 35,700.00		\$ 35,700.00	\$ 11,990.01	33.59%	
Improvements/Maintenance	6630	\$ 14,059.93	\$ 31,200.00		\$ 31,200.00	\$ 5,178.05	16.60%	
Incidental Costs Assess	6709	\$ -	\$ -		\$ -	\$ 3,000.00	0.00%	
Grounds Maintenance	6710	\$ 46,784.98	\$ 88,980.00		\$ 88,980.00	\$ 37,983.77	42.69%	
Tree Care	6719	\$ -	\$ -	\$ 11,000.00	\$ 11,000.00	\$ 225.00	0.00%	
Park Amenities Assess	6722	\$ -	\$ -		\$ -	\$ 1,652.75	0.00%	
Park Signage (Branding)	6725	\$ 1,547.19	\$ -	\$ 17,000.00	\$ 17,000.00	\$ 304.00	0.00%	
Contracted Pest Control	6730	\$ -	\$ 2,000.00		\$ 2,000.00	\$ -	0.00%	
Rubbish & Refuse	6740	\$ 20,367.99	\$ 56,800.00		\$ 56,800.00	\$ 28,692.87	50.52%	
Vandalism/Theft	6750	\$ -	\$ 2,000.00		\$ 2,000.00	\$ 181.34	9.07%	
Memberships	6810	\$ 6,310.93	\$ 14,310.00		\$ 14,310.00	\$ 11,793.18	82.41%	
Office Expense	6900	\$ -	\$ 100.00		\$ 100.00	\$ -	0.00%	
Office Supplies	6910	\$ 6,824.62	\$ 23,314.00		\$ 23,314.00	\$ 11,326.16	48.58%	
Postage Expense	6920	\$ 10,635.12	\$ 26,100.00	\$ 1,000.00	\$ 27,100.00	\$ 12,742.40	48.82%	
Advertising Expense	6930	\$ 5,870.65	\$ 15,592.00		\$ 15,592.00	\$ 4,812.90	30.87%	
Printing Charges	6940	\$ 5,159.74	\$ 19,543.00		\$ 19,543.00	\$ 4,631.10	23.70%	
Bank & ActiveNet Charges	6950	\$ 22,763.17	\$ 45,990.00		\$ 45,990.00	\$ 23,955.32	52.09%	
Approp Redev/Collection Fees	6960	\$ 162,953.47	\$ 369,470.00	\$ 4,600.00	\$ 374,070.00	\$ 187,031.42	50.62%	
Minor Furn Fixture & Equip	6980	\$ 858.22	\$ 1,683.00		\$ 1,683.00	\$ 775.32	46.07%	
Comp Hardware/Software Exp	6990	\$ 1,976.26	\$ 13,564.00		\$ 13,564.00	\$ 4,404.32	32.47%	
Fingerprint Fees (HR)	7010	\$ 619.00	\$ 2,440.00		\$ 2,440.00	\$ 600.00	24.59%	
Fire & Safety Insp Fees	7020	\$ 956.05	\$ 3,140.00		\$ 3,140.00	\$ 1,990.10	63.38%	
Permit & Licensing Fees	7030	\$ 1,725.34	\$ 4,400.00		\$ 4,400.00	\$ 5,397.29	122.67%	
State License Fee	7040	\$ -	\$ -		\$ -	\$ 341.25	0.00%	
Professional Services	7100	\$ -	\$ 500.00		\$ 500.00	\$ 400.00	80.00%	
Legal Services	7110	\$ 11,476.35	\$ 69,150.00		\$ 69,150.00	\$ 16,013.04	23.16%	
Typeset and Print Services	7115	\$ 11,745.39	\$ 50,147.00		\$ 50,147.00	\$ 24,011.70	47.88%	
Instructor Services	7120	\$ 80,343.47	\$ 169,925.00		\$ 169,925.00	\$ 84,873.66	49.95%	
PERS Admin Fees	7125	\$ -	\$ 1,550.00		\$ 1,550.00	\$ 721.52	46.55%	
Audit Services	7130	\$ 9,640.00	\$ 22,260.00		\$ 22,260.00	\$ 8,000.00	35.94%	
Medical & Health Svcs (HR)	7140	\$ 735.00	\$ 5,500.00		\$ 5,500.00	\$ 1,165.00	21.18%	
Security Services	7150	\$ 2,857.56	\$ 3,600.00		\$ 3,600.00	\$ 4,693.66	130.38%	
Entertainment Services	7160	\$ -	\$ 3,450.00		\$ 3,450.00	\$ 737.53	21.38%	
Business Services	7180	\$ 29,372.83	\$ 67,375.00	\$ (4,200.00)	\$ 63,175.00	\$ 47,621.04	70.68%	
Umpire/Referee Services	7190	\$ 1,150.00	\$ 1,640.00		\$ 1,640.00	\$ 710.00	43.29%	
Subscriptions	7210	\$ 251.40	\$ 4,322.00		\$ 4,322.00	\$ 1,083.60	25.07%	
Rents and Leases	7300	\$ -	\$ -		\$ -	\$ 2,413.28	0.00%	
Rents & Leases Equip	7310	\$ 8,906.82	\$ 27,610.00	\$ (2,500.00)	\$ 25,110.00	\$ 9,659.93	34.99%	
Bldg/Field Leases & Rental	7320	\$ 20.00	\$ 11,466.00		\$ 11,466.00	\$ 5.00	0.04%	
Vehicle Logos				\$ 7,000.00	\$ 7,000.00			
Air Handlers/Aquatics Ctr				\$ 9,000.00	\$ 9,000.00			
Event Supplies	7410	\$ 1,116.27	\$ 2,310.00		\$ 2,310.00	\$ 845.47	36.60%	
Supplies	7420	\$ 430.11	\$ 7,175.00		\$ 7,175.00	\$ 2,311.84	32.22%	
Bingo Supplies	7430	\$ 3,046.17	\$ 7,500.00		\$ 7,500.00	\$ 4,391.44	58.55%	
Sporting Goods	7440	\$ 4,065.95	\$ 8,085.00		\$ 8,085.00	\$ 4,992.37	61.75%	
Arts and Craft Supplies	7450	\$ 1,128.18	\$ 4,820.00		\$ 4,820.00	\$ 1,333.73	27.67%	
Training Supplies	7460	\$ -	\$ 3,095.00		\$ 3,095.00	\$ 200.00	6.46%	
Camp Supplies	7470	\$ 659.52	\$ 1,080.00		\$ 1,080.00	\$ 318.50	29.49%	
Small Tools	7500	\$ 2,288.81	\$ 6,400.00		\$ 6,400.00	\$ 5,573.27	87.08%	
Safety Supplies	7510	\$ 2,932.88	\$ 7,289.00		\$ 7,289.00	\$ 1,566.62	21.49%	
Uniform Allowance	7610	\$ 4,681.56	\$ 12,426.00		\$ 12,426.00	\$ 1,431.58	11.52%	
Safety Clothing	7620	\$ 993.08	\$ 3,150.00		\$ 3,150.00	\$ 721.97	22.92%	
Conference&Seminar Staff	7710	\$ 1,882.68	\$ 20,745.00		\$ 20,745.00	\$ 9,363.40	45.14%	
Conference&Seminar Board	7715	\$ 212.47	\$ 2,240.00		\$ 2,240.00	\$ 735.00	32.81%	
Conference&Seminar Travel Exp	7720	\$ 2,834.93	\$ 13,573.00		\$ 13,573.00	\$ 1,339.63	9.87%	
Out of Town Travel Board	7725	\$ 937.75	\$ 6,615.00		\$ 6,615.00	\$ 1,111.59	16.80%	
Private Vehicle Mileage	7730	\$ 1,582.38	\$ 4,190.00		\$ 4,190.00	\$ 1,364.90	32.58%	
Transportation Charges	7740	\$ -	\$ 750.00		\$ 750.00	\$ 228.01	30.40%	
Buses/Excursions	7750	\$ 1,827.64	\$ 22,870.00		\$ 22,870.00	\$ 11,633.02	50.87%	

General Ledger
Mid-Year Budget Adjustments Fund 10
Fiscal Year 2017-2018

Description	Account	One Year	Original	Budget Adj	Mid-Year Budget	Year to Date	% of Budget Used
		Prior Actual	Budget 17-18				
Utilities Gas	7810	\$ 7,266.29	\$ 26,431.00		\$ 26,431.00	\$ 6,779.69	25.65%
Utilities Water	7820	\$ 373,200.04	\$ 757,800.00		\$ 757,800.00	\$ 386,094.83	50.95%
Utilities Electric	7830	\$ 86,401.28	\$ 226,374.00		\$ 226,374.00	\$ 95,918.42	42.37%
Awards and Certificates	7910	\$ 10,042.46	\$ 16,490.00		\$ 16,490.00	\$ 8,241.41	49.98%
Meals for Staff Training	7920	\$ 158.48	\$ 2,710.00		\$ 2,710.00	\$ 1,173.14	43.29%
Employee Morale	7930	\$ 134.55	\$ 9,974.00		\$ 9,974.00	\$ 487.11	4.88%
COP Debt PV Fields	7950	\$ -	\$ 246,409.00		\$ 246,409.00	\$ 123,204.54	50.00%
Reserve Vehicle Fleet	7970	\$ -	\$ 10,000.00		\$ 10,000.00	\$ 5,000.04	50.00%
Reserve Computer Fleet	7971	\$ -	\$ 5,000.00		\$ 5,000.00	\$ 2,500.00	50.00%
Reserve Designated Project	7972	\$ 30,000.00	\$ 20,000.00		\$ 20,000.00	\$ 10,000.00	50.00%
Reserve Dry Period	7973	\$ 91,000.00	\$ 90,000.00		\$ 90,000.00	\$ 45,000.00	50.00%
Services and Supplies		\$ 1,251,666.94	\$ 3,141,115.00	\$ 16,900.00	\$ 3,158,015.00	\$ 1,447,454.28	46.08%
Capital							
Capital	8400	\$ -	\$ -		\$ -	\$ 538.53	0.00%
HCF Grant Trails	8403	\$ 58.87	\$ -		\$ -	\$ -	0.00%
HCF Grant Wildlife Programs	8405	\$ 5,731.50	\$ -		\$ -	\$ -	0.00%
Eston Street Tree Removal	8408	\$ 13,500.00	\$ -		\$ -	\$ -	0.00%
Playground Equipment	8410	\$ 189,887.74	\$ -		\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$ -	\$ -		\$ -	\$ 33,358.52	0.00%
Telephone System	8421	\$ 9,981.26	\$ -		\$ -	\$ -	0.00%
Needs Assessment	8422	\$ 87.38	\$ 68,790.00		\$ 68,790.00	\$ 50,889.89	73.98%
Bob Kildee Parking Lot	8423	\$ 236.44	\$ 150,000.00		\$ 150,000.00	\$ 166,295.00	110.86%
PV Fields Parking Lot	8424	\$ 14,361.00	\$ 15,000.00		\$ 15,000.00	\$ -	0.00%
Hardwalls GM/HR Offices	8425	\$ -	\$ -		\$ -	\$ 15,528.45	0.00%
Charter Oak Windrow	8426	\$ -	\$ 10,000.00		\$ 10,000.00	\$ 900.00	9.00%
Bob Kildee PourmPlay	8429	\$ -	\$ 25,000.00		\$ 25,000.00	\$ 17,600.00	70.40%
Cam Grve Dog PkArtificial Turf	8430	\$ -	\$ 20,000.00		\$ 20,000.00	\$ 19,312.93	96.56%
Shop DriveWay	8431	\$ -	\$ 35,000.00		\$ 35,000.00	\$ -	0.00%
Freedom Pk Baseball Flds Desig	8432	\$ -	\$ 10,000.00		\$ 10,000.00	\$ -	0.00%
Aquatics Tankless Wtr Heaters	8433	\$ -	\$ 37,000.00		\$ 37,000.00	\$ -	0.00%
Auditorium Patio	8434	\$ -	\$ 12,000.00		\$ 12,000.00	\$ -	0.00%
Auditorium Restroom Remodel	8435	\$ -	\$ 65,000.00		\$ 65,000.00	\$ -	0.00%
Springville Dog Park Wall	8436	\$ -	\$ 81,000.00		\$ 81,000.00	\$ -	0.00%
Bob Kildee Pavilion Replacemen	8437	\$ -	\$ 38,000.00		\$ 38,000.00	\$ -	0.00%
Mission Oaks Roof	8438	\$ -	\$ 30,000.00		\$ 30,000.00	\$ -	0.00%
Auditorium Ducting/Replacement	8439	\$ -	\$ 30,000.00		\$ 30,000.00	\$ -	0.00%
Office Design/Carpet/Server	8440	\$ -	\$ 53,000.00		\$ 53,000.00	\$ 22,614.13	42.67%
Admin Bldg Roofs #6,#7,Admin	8441	\$ -	\$ 125,000.00		\$ 125,000.00	\$ 133,091.00	106.47%
Pickle Ball- Courts and Rails				\$ 68,400.00	\$ 68,400.00		
Capital		\$ 233,844.19	\$ 804,790.00	\$ 68,400.00	\$ 873,190.00	\$ 460,128.45	57.17%

Total Revenue	\$ 7,281,724.28	\$ 7,542,751.00	\$ 190,000.00	\$ 7,732,751.00	\$ 4,388,442.28
Total Expense w/out Capital	\$ 3,014,833.05	\$ 7,526,028.00	\$ 5,514.00	\$ 7,531,542.00	\$ 3,405,803.49

Budgeted Revenue Over Expenses at Mid-Year \$ 201,209.00

General Ledger
Mid-Year Budget Adjustment Fund 20
Fiscal Year 2017-2018

Description	Account	One Year	Original	Budget Adj	Mid-Year Budget	Year to Date	% of Budget Used
Revenue		Prior Actual	Budget 17-18				
Interest Earnings	5310	\$ 175.34	\$ 389.00		\$ 389.00	\$ 572.92	147.28%
Assessment Revenue	5500	\$ 589,310.62	\$ 1,072,301.00		\$ 1,072,301.00	\$ 597,707.95	55.74%
Revenue		\$ 597,350.75	\$ 1,072,690.00		\$ 1,072,690.00	\$ 1,383,997.23	129.02%
Personnel							
Full Time Salaries	6100	\$ 44,381.09	\$ 91,142.00	\$ (8,203.00)	\$ 82,939.00	\$ 37,843.65	41.52%
Car Allowance	6105	\$ 618.00	\$ -		\$ -	\$ 2,406.03	0.00%
Cell Phone Allowance	6108	\$ 487.50	\$ -		\$ -	\$ 390.96	0.00%
Retirement	6120	\$ 8,252.00	\$ 15,247.00	\$ (1,411.00)	\$ 13,836.00	\$ 6,517.38	42.75%
Employee Insurance	6130	\$ 6,706.00	\$ 14,910.00		\$ 14,910.00	\$ 5,270.48	35.35%
Workers Compensation	6140	\$ 4,042.50	\$ 8,695.00		\$ 8,695.00	\$ 3,769.26	43.35%
Personnel		\$ 64,487.09	\$ 129,994.00	\$ (9,614.00)	\$ 120,380.00	\$ 56,197.76	43.23%
Services and Supplies							
Incidental Costs Assess	6709	\$ 15,610.13	\$ 29,204.00		\$ 29,204.00	\$ 15,426.15	52.82%
Tree Care Assess	6719	\$ -	\$ 40,000.00		\$ 40,000.00	\$ 9,712.50	24.28%
Contracted LS Services	6720	\$ 174,555.85	\$ 415,596.00	\$ 25,140.00	\$ 440,736.00	\$ 174,380.88	41.96%
Park Amenities Assess	6722	\$ -	\$ 40,000.00		\$ 40,000.00	\$ 15,150.43	37.88%
Bank & ActiveNet Charges	6950	\$ 104.00	\$ 60.00		\$ 60.00	\$ 24.00	40.00%
Approp Redev/Collection Fees	6960	\$ 1,445.13	\$ 7,500.00		\$ 7,500.00	\$ -	0.00%
Business Services	7180	\$ 5,000.00	\$ -		\$ -	\$ -	0.00%
COP Debt PV Fields	7950	\$ 100,826.48	\$ 392,859.00		\$ 392,859.00	\$ -	0.00%
Services and Supplies		\$ 297,541.59	\$ 925,219.00	\$ 25,140.00	\$ 950,359.00	\$ 214,693.96	23.20%
Total Revenue		\$ 597,350.75	\$ 1,072,690.00	\$ -	\$ 1,072,690.00	\$ 1,383,997.23	
Total Expenses		\$ 362,028.68	\$ 1,055,213.00	\$ 15,526.00	\$ 1,070,739.00	\$ 270,891.72	
Budgeted Revenue over Expenses					\$ 1,951.00		

**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: February 7, 2018

**SUBJECT: APPROVAL AND AWARD OF THE CONTRACT
AGREEMENT BETWEEN THE DISTRICT AND
NATURAL GREEN LANDSCAPE INC. FOR
LANDSCAPE MAINTENANCE SERVICES**

RECOMMENDATION

It is recommended that the Board approve and award the contract agreement between the District and Natural Green Landscape Inc. for landscape maintenance services.

BACKGROUND

In FY 2008-2009 the District re-allocated funding from vacant Grounds positions to Professional Services and has continued this model. This funding initiated the utilization of contractual services to augment in-house staff with the goal of increasing the maintenance level the District provides at twenty-five (25) of the District's twenty-eight (28) park sites.

Utilizing a blend of in-house and contractual support helped increase both service delivery and quality of standard maintenance in the parks. Staff evaluated the current landscape contract specifications and modified them to better suit the District's needs, allowing budgeted funds to be stretched to include more sites.

In July 2013, the modified contract identified twenty-five (25) park sites for maintenance which were utilized in the Request for Proposal (RFP) process. After receiving and completing the review of the RFP package, staff interviewed the top three responsible bidders.

In February 2016, staff initiated a two-year (2) contract with an original budget of \$159,996 (or \$13,333 monthly) for landscape maintenance services with Quality Landscape Care at twenty-five (25) District sites. This contract expired February 2, 2018.

Currently, the District's maintenance contract requires the contractor to maintain the turf, trees and shrubs, clean walkways, and empty trash cans. This service is provided on a weekly basis, Monday through Friday. Additionally, the contractor provides herbicide chemicals as needed for weed abatement and management. Staff has evaluated the current contract and initiated a number of modifications to better suit the District's maintenance needs.

The RFP requested that contractors provide a cost breakdown for the entire scope of work:

1. Turf maintenance service (mow, blow, edge, weed whip) at all District facilities excluding Freedom Park, Pleasant Valley Fields and Equestrian Park.
2. Planters detail to include trimming at those same locations

ANALYSIS

Staff has developed the RFP and bid specifications for this landscape maintenance contract in a way that allows the District the option to reduce services at any of the site(s) identified to maintain adherence to the adopted fiscal budget.

This approach has proven to be of benefit here in the District, allowing for a significant number of park facilities to be maintained by the contractor, reducing weekly routine mowing and other miscellaneous landscape duties, and allowing District staff the opportunity to pursue projects that otherwise would not be completed. Based on the success of the program, staff is recommending that the District continue contractual maintenance services.

After completing the RFP package review and reference checks, staff scheduled interview meetings with representatives from Brightview, Natural Green as well as Quality Landscape Care. The interviews were designed to allow the contractors an opportunity to provide background information on the company and their perspective on the various service levels. These interviews also allowed District staff an opportunity to ask questions regarding service levels, customer service, response times and cost breakdown in regard to the RFP.

After completing the interview and review process Natural Green Landscape Inc was identified as the recommended contractor for the level of service requested. Mr. Zaragoza assured staff that the company has the ability to supply the following services: availability of key staff, newer equipment, an account manager with thirty years' experience in municipal grounds maintenance, safety protocol and weekly communication with District staff.

Currently the District's budget for landscape maintenance excluding Pleasant Valley Fields, Freedom Park and Equestrian Park is \$159,996 annually. With the lowest bid coming back from the RFP at 17% higher due to new prevailing and minimum wage laws, the District's new budget would be \$186,166 for the first year and rise 1% over the next two (2) years with the total budget being \$561,928 for a three (3) year contract.

During the preparation of the FY 2017-2018 Parks Budget, staff evaluated the current landscape maintenance service contract with the anticipation of initiating a RFP process for the current landscape maintenance contract prior to its expiration. Currently, there is \$415,596 allocated in the FY 2017-2018 budget for contract maintenance for all parks to include Pleasant Valley Fields.

FISCAL IMPACT

The fiscal impact before the Board would be an additional \$10,905 for the remainder of this fiscal year bringing the total landscape contract budget to \$170,901 excluding the Pleasant Valley Fields contract.

RECOMMENDATION

It is recommended that the Board approve the contract between the District and Natural Green Landscape Inc. for landscape maintenance services.

ATTACHMENT

- 1) Natural Green Landscape Inc. Contract (86 pages)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES
SPECIFICATION NO. 18-01**



ORIGINAL

**RFP RELEASE DATE:
December 11, 2017**

**PROPOSALS DUE:
2:00 P.M.
Tuesday, January 9, 2018**

**DELIVER PROPOSALS TO:
Administrative Office
Pleasant Valley Recreation and Park District
1605 E. Burnley Street, Camarillo, CA 93010
Phone (805) 482-1996**

TABLE OF CONTENTS

	<u>Page</u>
NOTICE INVITING PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES.....	2
GENERAL REQUIREMENTS	6
PROPOSAL FORM.....	10
STATEMENT OF EXPERIENCE	15
LIST OF EQUIPMENT	16
STATEMENT OF TRANSITION PLAN	17
FAITHFUL PERFORMANCE BOND	18
LABOR AND MATERIAL BOND (PAYMENT BOND).....	19
SAMPLE CONTRACT SERVICES AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES.....	21
1.0 SERVICES OF CONTRACTOR	21
2.0 COMPENSATION	22
3.0 PERFORMANCE SCHEDULE	23
4.0 COORDINATION OF WORK	23
5.0 INSURANCE AND INDEMNIFICATION	24
6.0 RECORDS AND REPORTS.....	26
7.0 ENFORCEMENT OF AGREEMENT	26
8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION	27
9.0 MISCELLANEOUS PROVISIONS.....	28
EXHIBIT “A” SCOPE OF SERVICES.....	A-1
EXHIBIT “B” SPECIAL REQUIREMENTS	B-1
EXHIBIT “C” SCHEDULE OF COMPENSATION	C-1
EXHIBIT “D” SCHEDULE OF PERFORMANCE.....	D-1
EXHIBIT “E” TECHNICAL PROVISIONS – SERVICE LEVEL STANDARDS	E-1

PLEASANT VALLEY RECREATION AND PARK DISTRICT

NOTICE INVITING PROPOSALS FOR
LANDSCAPE MAINTENANCE SERVICES

1.1 ANNOUNCEMENT

The Pleasant Valley Recreation and Park District (District) is soliciting proposals from qualified firms to provide all labor, services, materials, equipment, and to perform work for weekly landscape maintenance services.

1.2 PROCEDURES INVITING PROPOSALS

Submitted proposals shall comply with the procedures set forth in the GENERAL REQUIREMENTS of these documents.

The RFP documents may be obtained from the Parks Department office located at 480 Skyway Drive, Camarillo, California, (805) 482-1996, for a copy fee of \$0.25 per page or on the District website for free at: www.pvrpd.org.

1.3 SUBMISSION OF PROPOSALS

Requirements for the RFP are enclosed. In order to be considered in the selection process, interested parties shall submit one (1) original and four (4) copies of their proposal no later than **Tuesday, January 9th, 2018 at 2:00 pm**. No late proposals will be accepted. The original proposal shall be submitted in loose leaf format (unbound and unstapled). The four (4) copies of the proposal may be stapled. Proposals shall be submitted in a sealed envelope to:

Pleasant Valley Recreation and Park District
Administrative Office
1605 E Burnley St.
Camarillo, CA 93010

PROPOSAL – DO NOT OPEN

Please note that FAXED RESPONSES WILL NOT BE ACCEPTED.

1.4 FORM AND STYLE OF PROPOSALS

Proposals must be prepared on the forms provided with the PROPOSAL DOCUMENTS herein and must be in compliance with the GENERAL REQUIREMENTS described herein. Proposers shall not change the wording of the forms except as required by any Addendum issued by the District.

1.5 TERM OF A CONTRACT FOR SERVICES

The term of the contract will be for a three (3) year period from March 1, 2018 to the termination date of February 28, 2021 with the option to renew for up to a maximum of two (2) additional two (2)-year

periods for a combined maximum of seven (7) years. The optional renewal shall be at the District's sole discretion. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the District, an amendment to the Agreement will be presented to the District Board to extend the term.

1.6 CONTRACTOR'S LICENSE

At the time of "Award of Contract", the Contractor must have a valid California State Contractor's License with a classification of "C-27" in accordance with Provisions of Chapter 9, Division 111, Sections 7000 through 7145 of the Business and Professions Code of the State of California.

1.7 AFFIRMATIVE ACTION

The District hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

1.8 PRELIMINARY AWARD OF CONTRACT SCHEDULE

The following dates reflect the anticipated schedule for proposal solicitation, selection of Consultant and award of contract.

- Solicit Proposals for Services December 11, 2017
- Mandatory Job Walk December 21, 2017 (9:00 am)
- Proposals Due January 9, 2018
- Review Proposals January 11, 2018
- Interviews (if needed) January 15th, 2018
- Recommend Award to District Board February 7, 2018
- Issue Notice of Award/ Notice to Proceed February 12, 2018
- Contract Commences February 26, 2018

1.9 RIGHT TO REJECT PROPOSAL(S)

The District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals or in the proposal process should it deem this necessary for the public good. The District also reserves the right to reject the proposal of any Proposer that has been delinquent or unfaithful in any former contract with the District. No Proposer may withdraw its proposal for a period of **sixty (60) days** after the date from the opening thereof. If the District cancels or revises this RFP all firms invited to participate in the process shall be notified in writing.

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of the Proposal pursuant to this RFP, or to procure or contract for work.

All proposals submitted in response to this RFP become the property of the District, and will ultimately become public records available for public review. The District reserves the right to request additional information or clarification during the evaluation process.

1.10 WAGES

Contractor shall pay prevailing wages in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance for Ventura County. (Refer to Exhibit "B" - Special Requirements Item 19 for additional information).

1.11 MANDATORY JOB WALK

There will be a mandatory job walk with the Park Services Manager and/or Field Crew Representative on Thursday **December 21, 2017 at 9:00 am**. All contractors shall meet **promptly at 8:45 am** at 1605 E Burnley Street, Camarillo, California 93010. Attendance of this Pre-Bid Walk-Through is mandatory in order to submit a proposal. Proposers must participate in the walk-through inspection and familiarize themselves with all conditions that may affect performance and proposal prices. Any proposal received from a business that did not attend this walk-through meeting will be considered non-responsive and rejected.

1.12 SPECIAL REQUIREMENTS FOR WORK ON SCHOOL PREMISES

None. This project does not involve work on school premises.

1.13 CONTRACTOR'S EXAMINATION OF SITE

Each contractor shall examine carefully each site of the proposed work and the contract documents herein. It will be assumed that the contractor has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract and specifications.

1.14 EXECUTION OF CONTRACT; SUFFICIENCY OF INSURER AND SURETIES

The contractor to whom award is made shall execute a written contract with the District on the form agreement provided below and shall provide proof of all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the District the following documents:

- (a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; 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 deliver these documents by the time of execution of the agreement shall require the District to refrain from entering the agreement, as contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the

provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond's validity.

1.15 INSURANCE

The contractor shall not commence work under the agreement until he has secured all insurance required. All insurance issued in compliance with this section shall be issued in the form and by an insurer or insurers satisfactory to and first approved by the District in writing. **Certificates of insurance in the amounts required shall be furnished by the Contractor to the District** within fifteen (15) days from the date of written notice of the award and prior to commence of the work.

1.16 EMERGENCY INFORMATION

The names and telephone numbers of the contractor and its representatives shall be filed with the Department of Parks prior to beginning work to ensure contractor availability and response as required for emergency landscape repairs or remediation.

1.17 OTHER PERMITS, FEES, AND LICENSES

The Contractor shall, prior to the start of work, **possess a valid City of Camarillo business license, State of California C-27 landscape Contractor's license and a pesticide applicators/operators certificate** for the duration of the contract.

Park Services Manager

Date

**PLEASANT VALLEY RECREATION AND PARK
LANDSCAPE MAINTENANCE SERVICES**

GENERAL REQUIREMENTS

- 1.17.1 Each proposer is instructed to carefully examine all of the Proposal Documents which will form a part of the agreement; namely, the Request for Proposals, including these General Requirements, the Contract Services Agreement and all revisions or addenda setting forth any modifications or interpretations of any of said documents.
- 1.17.2 Each proposer is required to become familiar with the Scope of Services and requirements of the services to be performed pursuant to the Contract Services Agreement. The District will assume that each proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, all work sites, and the materials and equipment to be furnished.
- 1.17.3 The undersigned fully understands the Scope of Services attached to the Contract Services Agreement and has checked carefully all words and figures inserted in his/her Proposal Documents and he/she further understands that the District will in no way be responsible for any errors or omissions in the preparation of the proposal.
- 1.17.4 Proposals shall be made on the forms (Proposal Documents) provided by the District. Each proposal shall be signed by an authorized representative of the proposer and shall guarantee compliance with all contract documents or, in the alternative, list any exceptions taken to the contract documents.
- 1.17.5 Complete proposals must be submitted to the District's Office located at 1605 E Burnley Street Camarillo, California 93010 on or before the date and time specified in the Request for Proposals.
- 1.17.6 The fee proposal shall be submitted in a separate, sealed envelope.
- 1.17.7 Proposals shall include a list of cities, counties or other public agencies for which the proposer has provided landscape maintenance services during the past five (5) years. Said list shall include the current name and telephone number of the proposer's contact person. A proposer must have a current (within past two years) landscape maintenance service contract with a local municipality of equivalent size and equivalent landscape services to be deemed a qualified company.
- 1.17.8 Proposals shall include a list of equipment that will be used for landscape maintenance in the District.
- 1.17.9 Proposals will be evaluated on the basis of:

(a) **Qualifications of the proposer**

Pleasant Valley Recreation and Park District - Request for Proposals
Landscape Maintenance Services 18-01

- (b) References
- (c) Proposed Fee
- (d) Completeness of the proposal and compliance with the required format.
- (e) Understanding of general Parks procedures and requirements as per the Public Contract Code, and any additional procedures explained during the Mandatory Job Walk.
- (f) Experience in landscape servicers for similar sized projects.
- (g) Experience and qualifications of the proposer and its work force members.

1.17.10 Upon receipt of the submittals, the District may select the most qualified proposer in a “one-step” process or may conduct interview(s) with some of the proposers. The proposed fee shall be submitted under separate, sealed cover. The District may/will negotiate a final scope and fee with the most qualified consultant as determined by District staff in its sole discretion.

1.17.11 Upon completion of the evaluation and selection process the District’s Park Services Manager will make a recommendation to the District Board regarding the award of the contract.

1.17.12 The District is not obligated to award a contract and reserves the right to reject all proposals.

1.17.13 Following the award of the contract, a Landscape Maintenance Services Agreement, substantially in the form attached hereto, shall be executed by and between the selected contractor and the District. Each proposer must review the attached Agreement carefully as it contains many details and requirements not set forth in these General Requirements or elsewhere.

1.17.14 The undersigned shall execute the Landscape Maintenance Services Agreement and furnish the certificates of insurance after notice acceptance of the proposal by the District and prior to commencing services.

1.17.15 The contract shall commence March 1, 2018 and end on February 28, 2021 with annual renewal options as described above.

1.17.16 The District desires a fair, equitable, competitive and timely contract award. Therefore, from the time the District issues the Request for Proposals and until the District Board receives District Staff’s recommendation for contract award, all contact with the District shall be through:

Nick Marienthal
 District Park Supervisor
 Pleasant Valley Recreation and Park
 1605 E. Burnley St., Camarillo, CA 93010
 Telephone: (805) 482-5396 Ext 304
 nmarienthal@pvrrpd.org

During this period of restricted contact any attempt by a proposing contractor, its representative or agent to contact, lobby or make a representation to a member of the District Board, or any other official, employee, or agent of the District, other than the designated District contact, will be grounds for disqualification. It is the responsibility of each proposer to make its own estimates prior to submitting its proposal and to base its proposal cost on its own estimates or assessments. Each proposer shall examine carefully the facilities of the proposed maintenance work. The submission of a proposal shall be prima facie evidence that the proposer has investigated and is satisfied that it understands the conditions to be encountered.

1.17.17 All proposals shall include the following executed documents, signed by people authorized to bind the proposer, to be submitted with each written proposal.

1. General Requirements (signed)
2. Proposal and Proposer's Certification (pages 10-17 in this RFP)
 - a. References' List
 - b. Equipment List

We have read and understand the General Requirements of the Pleasant Valley Recreation and Park District's Request for Proposal for Landscape Maintenance Services.


SIGNATURE

1/5/18
DATE

Gilbert Zaragoza Jr. Owner
NAME/TITLE (PRINT)

SIGNATURE

1/5/18
DATE

Gilbert Zaragoza Jr. Owner
NAME/TITLE (PRINT)

Natural Green Landscape Inc.
COMPANY

ADDRESS 5661 Perkins Rd.
Oxnard CA. 93033

TELEPHONE NUMBER

805 824-0564

CONTACT PERSON

ADDENDUM # 1

**REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES
SPECIFICATION NO. 18-01/LM-2018 -01**

DATE: December 27, 2017

ISSUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT

1605 East Burnley St. Camarillo, Ca. 93010

(805)-482-5396 Phone; (805)482-7591 Fax

**PROJECT: REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE
SERVICES SPECIFICATION NO. 18-01**

ISSUED to: For Distribution to Bid Proposers

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted below.

This Addendum consists of five (5) pages and the modifications to the document noted below.

A. CLARIFICATION OF BID DOCUMENT (Submittals), PAGE 10 -12, Proposal Form, PROPPSAL FOR LANDSCAPE MAINTENANCE SERVICES & PAGE 44-45, EXHIBIT "C" SCHEDULE OF COMPENSATION

COMPANY NAME: Natural Green Landscape Inc.

PROPOSAL FORM

**PROPOSAL FOR
LANDSCAPE MAINTENANCE SERVICES**

The undersigned hereby submits this Proposal for Landscape Maintenance Services and stipulates thereto as follows:

1. **FAMILIARITY WITH AGREEMENT REQUIREMENTS**

The undersigned declares that he/she has carefully examined the location of the proposed services and Scope of Services, that he/she has examined the General Requirements and Contract Services Agreement of the Pleasant Valley Recreation and Park District and all related documents.

2. **BASIC CONTRACT**

The undersigned hereby proposes to furnish all labor, equipment, tools and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance Agreement as shown in the Contract Services Agreement, at the following prices:

A. **PARK AREAS**

	ITEM COST PER MONTH
1. Adolfo Park – N. Adolfo/Alemendro	\$ <u>440</u>
2. Arneill Ranch Park– 1301 Sweetwater Avenue	\$ <u>591</u>
3. Birchview Park – 5564 Laurel Ridge Lane	\$ <u>136</u>
4. Bob Kildee Park – 1030 Temple Avenue	\$ <u>1,350</u>
5. Calleguas Creek Park – Avenida Valencia/Via Jacara	\$ <u>440</u>
6. Camarillo Grove Park – 6968 E. Camarillo Springs Rd.	\$ <u>440</u>
7. Carmenita Park – Carmen/Sevilla	\$ <u>591</u>
8. Charter Oak Park – 325 Charter Oak Drive	\$ <u>591</u>
9. Community Center Park – 1605 E. Burnley St.	\$ <u>743</u>

Pleasant Valley Recreation and Park District - Request for Proposals
Landscape Maintenance Services 18-01

10

\$ 5,322

10. Dos Caminos Park – 2198 N. Ponderosa Rd.	\$ <u>743</u>
11. Encanto Park – Blanco/Encanto	\$ <u>288</u>
12. Eldred Lokker Park – 848 Vista Coto Verde	\$ <u>895</u>
13. Foothill Park – 1501 Cranbrook St.	\$ <u>288</u>
14. Heritage Park – 1630 Heritage Trail	\$ <u>895</u>
15. Laurelwood Park – 2127 Dexter St.	\$ <u>288</u>
16. Mel Vincent Park – 668 Calistoga Rd	\$ <u>440</u>
17. Mission Oaks Park – 5501 Mission Oaks Blvd.	\$ <u>1,198</u>
18. Nancy Bush Park – 1150 Bradford Ave.	\$ <u>440</u>
19. Pitts Ranch Park – 1400 Flynn Rd.	\$ <u>1,350</u>
20. Springville Park – Tierra Santa/Via Zamora	\$ <u>440</u>
21. Trailside Park – 5462 Cherry Ridge Drive	\$ <u>134</u>
22. Valle Lindo Park – 89 Aileen Street	\$ <u>1,198</u>
23. Woodcreek Park – 1200 Woodcreek Rd.	\$ <u>134</u>
24. Woodside Park – 247 Japonica Ave.	\$ <u>591</u>
25. Quito Park – 7073 Quito Court	\$ <u>895</u>
B. <u>MONTHLY COST-First Year</u> (Items A.1 – A.25 above)	\$ <u>15,543</u>

COMPANY NAME: Natural Green Landscape Inc.

C. FIRST YEAR TOTAL COST \$ 186,516

D. SECOND YEAR TOTAL COST \$ 190,236

E. THIRD YEAR TOTAL COST \$ 194,040

F. TOTAL THREE YEAR CONTRACT COST (Items C-E) \$ 570,792

TOTAL THREE YEAR CONTRACT COST IN WORDS:

five hundred seventy thousand seven hundred DOLLARS
ninety two ⁰⁰/₁₀₀

EXHIBIT "C"
SCHEDULE OF COMPENSATION

The monthly and annual compensation for the initial three years of the contract term will be at the rates set forth below which shall not be increased. Should the District exercise its option to one or both of the two-year optional extensions, the parties will negotiate any compensation adjustments applicable during such extension term.

Contractor shall furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with the Agreement at the following prices:

A. PARK AREAS

	ITEM COST PER MONTH
1. Adolfo Park – N. Adolfo/Alemendro	\$ <u>440</u>
2. Arneill Ranch Park– 1301 Sweetwater Avenue	\$ <u>591</u>
3. Birchview Park – 5564 Laurel Ridge Lane	\$ <u>136</u>
4. Bob Kildee Park – 1030 Temple Avenue	\$ <u>1,350</u>
5. Calleguas Creek Park – Avenida Valencia/Via Jacara	\$ <u>440</u>
6. Camarillo Grove Park – 6968 E. Camarillo Springs Rd.	\$ <u>440</u>
7. Carmenita Park – Carmen/Sevilla	\$ <u>591</u>
8. Charter Oak Park – 325 Charter Oak Drive	\$ <u>591</u>
9. Community Center Park – 1605 E. Burnley St.	\$ <u>743</u>
10. Dos Caminos Park – 2198 N. Ponderosa Rd.	\$ <u>743</u>
11. Encanto Park – Blanco/Encanto	\$ <u>288</u>
12. Eldred Lokker Park – 848 Vista Coto Verde	\$ <u>895</u>
13. Foothill Park – 1501 Cranbrook St.	\$ <u>288</u>
14. Heritage Park – 1630 Heritage Trail	\$ <u>895</u>

COMPANY NAME: Natural Green Landscaping Inc.

C. FIRST YEAR TOTAL COST \$186,166.00

D. SECOND YEAR TOTAL COST \$187,381.00


E. THIRD YEAR TOTAL COST \$188,381.00

F. TOTAL THREE YEAR CONTRACT COST (Items C-E) \$561,928.00

TOTAL THREE YEAR CONTRACT COST IN WORDS:

FIVE HUNDRED SIXTY ONE THOUSAND DOLLARS
NINE HUNDRED TWENTY EIGHT.

REVISED PRICE
1-16-18


1-16-18

15. Laurelwood Park – 2127 Dexter St.	\$ 288
16. Mel Vincent Park – 668 Calistoga Rd	\$ 440
17. Mission Oaks Park – 5501 Mission Oaks Blvd.	\$ 1,198
18. Nancy Bush Park – 1150 Bradford Ave. .	\$ 440
19. Pitts Ranch Park – 1400 Flynn Rd.	\$ 1,350
20. Springville Park – Tierra Santa/Via Zamora	\$ 440
21. Trailside Park – 5462 Cherry Ridge Drive	\$ 136
22. Valle Lindo Park – 89 Aileen Street	\$ 1,198
23. Woodcreek Park – 1200 Woodcreek Rd.	\$ 136
24. Woodside Park – 247 Japonica Ave.	\$ 591
25. Quito Park – 7073 Quito Court	\$ 895
TOTAL MONTHLY - PARK AREAS	\$ 15,543

B. MONTHLY COST (Items A.1 - A.25 above)

**ITEM COST
PER MONTH**

1. PARK AREAS – (A)

\$ 15,543

C. FIRST YEAR TOTAL COST

\$ 186,514

D. SECOND YEAR TOTAL COST

\$ 190,236

E. THIRD YEAR TOTAL COST

\$ 194,040

TOTAL THREE YEAR CONTRACT COST (Items C-E)

\$ 570,792

PROPOSAL FORM

COMPANY NAME: Natural Green Landscape Inc.

**PROPOSAL FOR
LANDSCAPE MAINTENANCE SERVICES**

The undersigned hereby submits this Proposal for Landscape Maintenance Services and stipulates thereto as follows:

1. **FAMILIARITY WITH AGREEMENT REQUIREMENTS**

The undersigned declares that he/she has carefully examined the location of the proposed services and Scope of Services, that he/she has examined the General Requirements and Contract Services Agreement of the Pleasant Valley Recreation and Park District and all related documents.

2. **BASIC CONTRACT**

The undersigned hereby proposes to furnish all labor, equipment, tools and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance Agreement as shown in the Contract Services Agreement, at the following prices:

<u>A. PARK AREAS</u>	ITEM COST PER MONTH
1. Adolfo Park – N. Adolfo/Alemendro	\$ <u>440</u>
2. Arneil Ranch Park– 1301 Sweetwater Avenue	\$ <u>591</u>
3. Birchview Park – 5564 Laurel Ridge Lane	\$ <u>136</u>
4. Bob Kildee Park – 1030 Temple Avenue	\$ <u>1,350</u>
5. Calleguas Creek Park – Avenida Valencia/Via Jacara	\$ <u>440</u>
6. Camarillo Grove Park – 6968 E. Camarillo Springs Rd.	\$ <u>440</u>
7. Carmenita Park – Carmen/Sevilla	\$ <u>591</u>
8. Charter Oak Park – 325 Charter Oak Drive	\$ <u>591</u>
9. Community Center Park – 1605 E. Burnley St.	\$ <u>743</u>
10. Dos Caminos Park – 2198 N. Ponderosa Rd.	\$ <u>743</u>
11. Encanto Park – Blanco/Encanto	\$ <u>288</u>

12. Eldred Lokker Park – 848 Vista Coto Verde	\$ 895
13. Foothill Park – 1501 Cranbrook St.	\$ 288
14. Heritage Park – 1630 Heritage Trail	\$ 895
15. Laurelwood Park – 2127 Dexter St.	\$ 288
16. Mel Vincent Park – 668 Calistoga Rd	\$ 440
17. Mission Oaks Park – 5501 Mission Oaks Blvd.	\$ 1,198
18. Nancy Bush Park – 1150 Bradford Ave.	\$ 440
19. Pitts Ranch Park – 1400 Flynn Rd.	\$ 1,350
20. Springville Park – Tierra Santa/Via Zamora	\$ 440
21. Trailside Park – 5462 Cherry Ridge Drive	\$ 136
22. Valle Lindo Park – 89 Aileen Street	\$ 1,198
23. Woodcreek Park – 1200 Woodcreek Rd.	\$ 136
24. Woodside Park – 247 Japonica Ave.	\$ 591
25. Quito Park – 7073 Quito Court	\$ 895
TOTAL MONTHLY - PARK AREAS	\$ 15,543

COMPANY NAME: Natural Green Landscape Inc.

TOTAL ANNUAL COST

\$ 186,514

TOTAL ANNUAL COST IN WORDS:

One hundred eighty six thousand five hundred & sixteen dollars **DOLLARS**
 3. EXTRA WORK

Extra Work as defined in the Agreement shall be at the following rates. These rates can be used for additions to, or deletions from the Agreement.

ITEM	UNIT COST	
1. Turf Mowing by walking mower	\$ 1.03	/sf.
2. Turf Mowing by riding mower	\$ 1.03	/sf.
3. Turf Edging and Trimming	\$ 1.03	/sf
4. Turf Aeration		
A. Core aerification – power driven or tractor-pulled	\$ 9.00	/ac
B. Solid tine – per acre (using 1/2" tine)	\$ 9.00	/ac
5. Fertilization		
A. Turf Areas granular fertilizer for turf per acre		
B. Shrub Areas – planter beds per 1,000 sf.	\$ 1.006	/sf
C. Ground Cover Areas - planter beds per 1,000 sf.	\$ 1.006	/sf
6. Turf Renovation (site preparation, seeding and top dressing)	\$ 1.50	/sf
7. Turf Sod - Furnish and Install	\$ 1.00	/sf
8. Thatch Removal – cost per acre	\$ 1.00	/sf
9. Turf Sod – Furnish and Install	\$ 1.00	/sf
10. Drag, Water, and Line Softball Infields	\$ 1.25	/sf
Weed Control – Cost per 1,000 sf		
Weed Control – Cost per acre		
Herbicide Application		
A. Pocket Gophers	\$ 1.50	/sf. LS ?
B. Ground Squirrels	\$ 1.50	/sf. LS ?
11. Steam Clean/Pressure Wash Hardscape	\$ 5.200	/sf LS ?
12. Areas (sidewalks, patios)		/sf
Steam Clean/Pressure Wash Litter/Trash	\$ 2.00	LS ?
13. Receptacles		
Steam Clean/Pressure Wash Picnic Tables	\$ 1.50	/sf LS ?
14. Steam Clean/Pressure Wash Benches	\$ 1.50	/sf LS ?
15. Steam Clean/Pressure Wash District Entry Signs	\$ 1.100	/sf LS ?

- 16. Clean and Pressure Wash Tennis Courts -- per court
- 16. Plant Material - Furnish and Install
 - A. 1 Gallon Plant \$ 10 /ea.
 - B. 5 Gallon Plant \$ 25 /ea.
 - C. 15 Gallon Plant \$ 100 /ea.
 - D. Flat of Groundcover \$ 30 /ea.
 - E. Flat of Color Annuals \$ 30 /ea.
 - F. Flat of 4" Potted Annuals \$ 30 /ea.
 - G. 15 Gallon Tree - Standard Trunk \$ 100 /ea.
 - H. 15 Gallon Tree - Multi-Trunk \$ 150 /ea.
 - I. 24" Box Tree - Standard Trunk \$ 325 /ea.
- 17. Labor Rates
 - A. Supervisor (day-to-day supervision) \$ 35 /hr
 - B. Maintenance Worker \$ 28 /hr
 - C. Irrigation Repair Specialist \$ 35 /hr
 - D. Pesticide Operator \$ 35 /hr
 - E. General Laborer \$ 28 /hr
 - F. Equipment Operator (riding mower, tractor, dump truck, etc.) \$ 40 /hr
 - G. Heavy Equipment Operator \$ 60 /hr

Abbreviation: sf = square feet ac = acre ea. = each hr = hour cy = cubic yard

4. PROPOSER'S CERTIFICATION

The undersigned is prepared to satisfy the District Board of the Pleasant Valley Recreation and Park District of its ability, financially or otherwise, to perform the contract for landscape maintenance services for the Pleasant Valley Recreation and Park District in accordance with the Contract Documents.

Name of Company Natural Green Landscape Inc.

Address 5661 Perkins Rd.
Oxnard CA. 93033

Business Telephone Number (805) 824-0564

Company organized under the laws of the state of California

By: Gilbert Zarazoga Jr. dated:
 President of Owner

By: Gilbert Zaragoza Jr. dated:

COMPANY NAME: Natural Green Landscape Inc.

STATEMENT OF EXPERIENCE

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

Gilbert Tarazona Jr. Natural Green Landscape Inc.
 PROPOSER'S NAME COMPANY NAME

5661 Perkins Rd. Oxnard CA. 93033
 BUSINESS ADDRESS

805 824-0564
 BUSINESS TELEPHONE NUMBER

gilbertz2002@yahoo.com
 BUSINESS E-MAIL ADDRESS

1. List contracts of a similar type - either currently held or held within the past ten (10) years.

<u>PERIOD OF CONTRACT (FROM/TO)</u>	<u>PUBLIC AGENCY/COMPANY</u>	<u>CONTACT NAME AND PHONE NUMBER</u>	<u>CONTRACT TYPE</u>	<u>CONTRACT AMOUNT</u>
	<u>Please</u>			
	<u>See</u>			
	<u>Refrence</u>			
	<u>Attachment</u>			
	<u>#1</u>			

Date 1/5/18

[Signature]
 SIGNATURE OF CONTRACTOR
 Name: Gilbert Tarazona Jr
 Title: Owner
 State Contractor's License #: 1027584



EXHIBIT #1

CLIENT REFERENCE INFORMATION

PLEASANT VALLEY RECREATION & PARK DISTRICT BID

Natural Green Landscape, Inc.
5661 Perkins Road, Oxnard, CA 93033
Office: (805)824-0564 Fax: (805)804-3972



OTHER SAMPLE OF CLIENTS CURRENTLY SERVICED BY NATURAL GREEN LANDSCAPE, INC.

- 1) Mandalay Beach Townhomes HOA - Oxnard
- 2) The Collection at Riverpark (Shopping Center-Centercal Properties)
- 3) Shea Properties Group (The Collection & Riverpark Community Homes)
- 4) The Colony at Mandalay Beach HOA - Oxnard
- 5) Westport Townhomes HOA – Channel Islands
- 6) The Hideaway HOA – Port Hueneme
- 7) Anacapa Walk HOA – Port Hueneme
- 8) Whitesails HOA – Channel Islands
- 9) Fairfield II HOA – Camarillo
- 10) Camarillo Premium Outlets & Promenade - Camarillo
- 11) CPO – Numerous Store Clients for Stucco Repair & Painting – Camarillo
- 12) Pacific View Mall – Ventura
- 13) Excel Property Management-Parcel D-Camarillo Outlets – Camarillo
- 14) City of Oxnard Housing (Construction Special Projects & Landscape Installs)
- 15) Seabridge HOA – Channel Islands
- 16) Westport HOA – Channel Islands
- 17) Levity Live Entertainment/Copper Blues Bar & Grill – The Collection – Oxnard
- 18) McCarthy Builders – Riverpark Senior Living – Oxnard
- 19) Deforest Construction – Levity Live - The Collection – Oxnard
- 20) Bailey Construction – Red Robin – The Collection – Oxnard
- 21) Red Robin International (Maintenance) – The Collection – Oxnard
- 22) Starbucks at The Collection (Maintenance) – Oxnard
- 23) Ventura County Credit Union (Installs & Maintenance) – The Collection – Oxnard
- 24) Yard House Bar & Grill – The Collection – Oxnard
- 25) Smart Living Homes (new installs & construction) – Moorpark
- 26) Sonata Apartment Homes at Riverpark – Oxnard
- 27) St. John’s Lutheran Church – Oxnard
- 28) Ridgeview of Santa Paula HOA – Santa Paula

NAVAL BASE VENTURA COUNTY – LINCOLN MILITARY HOUSING ACCOUNTS

NBVC PORT HUENEME & NBVC POINT MUGU

NBVC – CATALINA HEIGHTS – CAMARILLO, CA

NAVAL AIR STATION – LEMOORE, CA

ALL MILITARY CONTRACTS ARE THROUGH 2019

Natural Green Landscape, Inc.
5661 Perkins Road, Oxnard, CA 93033
Office: (805)824-0564 Fax: (805)804-3972



LIST OF REFERENCES FOR PLEASANT VALLEY RECREATION & PARK DISTRICT

**Mr. Steve Biddle – Head of Landscaping Committee
THE HIDEAWAY OF PORT HUENEME (HOA)
(650) 580-8934**

**Mr. Frank Jauregui – Property Manager
TRUST MANAGEMENT GROUP
WESTPORT TOWNHOMES HOA
(805) 496-5514 x1601**

**Mr. Miguel DeCastillo – Operations Manager ✓
Operations Manager
CENTERCAL PROPERTIES
THE COLLECTION AT RIVERPARK (OXNARD & THE 101 FWY)
(805) 607-9938**

**Mr. Albert Aguilera – Operations Director ✓
SIMON PROPERTY GROUP
CAMARILLO PREMIUM OUTLETS & THE PROMENADE
(805) 445-8515**

**Ms. Susan Sharpe – Director of Housing ✓
LINCOLN MILITARY HOUSING
NBVC-NAVY BASE-PORT HUENEME
(805) 483-2383**

**Ms. Kari Reeger – Director of Housing
LINCOLN MILITARY HOUSING
NBVC-NAVY BASE-POINT MUGU
(805) 986-0928**

**Mr. Randy Howard – Property Manager
TRUST MANAGEMENT GROUP
THE HIDEAWAY HOA
(805) 496-5514 x1601**

**Mr. Andy Santamaria – HOA President-Surfside III ✓
SURFSIDE III
Port Huéneme, CA 93041
(805) 607-8686**

ALL OF THE ABOVE PROPERTIES ARE CONTRACTED THROUGH 2018

**Natural Green Landscape, Inc.
Natural Green Construction Division
5661 Perkins Road, Oxnard, CA 93033
Office: (805)824-0564 Fax: (805)804-3924
WWW.NTLGREEN.COM**

COMPANY NAME: Natural Green Landscape Inc.

LIST OF EQUIPMENT

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

Gilbert Zaragoza Jr. Natural Green Landscape
PROPOSER'S NAME COMPANY NAME

5061 Perkins Rd. Oxnard CA. 93033
BUSINESS ADDRESS

805 824-0564
BUSINESS TELEPHONE NUMBER

gilbertz2002@yahoo.com
BUSINESS E-MAIL ADDRESS

List equipment owned by the quoting firm or sub-contractors that is available for use on this contract. Provide type, make and model year. Use additional sheets if necessary.

1 2017 Excel 72 Ride-On

2 2017 Excel 60 Ride-On

1 2008 John Deere 144 Ride-On

2 2016 Excel 60 Ride-On

1 2016 Chevy Silverado Crew Cab Truck

1 6x14 Big Tex Landscape Trailer

1 2017 Excel 48 Stander

Misc. Stihl String trimmers, blowers, stick edgers

Date 1/5/18

[Signature]
SIGNATURE OF CONTRACTOR
Name: Gilbert Zaragoza Jr.
Title Owner
State Contractor's License #: 1027584

Additional list of equipment:

2014 Freightliner Roll off truck

2009 ALTEC 49 Boom truck

2014 Vermeer 1500 Chipper

2014 Vermeer Stump grinder

COMPANY NAME: Natural Green Landscape Inc.

STATEMENT OF TRANSITION PLAN

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

Gilbert Zaragoza Jr. Natural Green Landscape Inc.
PROPOSER'S NAME COMPANY NAME

5661 Perkins Rd. Oxnard CA. 93033
BUSINESS ADDRESS

805 824-0564
BUSINESS TELEPHONE NUMBER

gilbertz2002@yahoo.com
BUSINESS E-MAIL ADDRESS

Proposer shall describe in full its plan for the transition from the existing force and how they intend to operate that transition in a smooth, workmanlike manner. Attach more pages as necessary.

Natural Green Landscape would like to meet with P.V.R & P.D. Representative in order to understand the uses and complexities of each park. Natural Green Landscape will have put into place a qualified three man crew fully devoting their time to P.V.R & P.D. This crew will have walked all parks, 2 times at minimum in order to familiarize themselves with mowing techniques to be utilized at each park. They will have P.V.R & P.D reps phone if there are any immediate situations. Continued next page ->

Date 1/5/18

SIGNATURE OF CONTRACTOR
Name Gilbert Zaragoza Jr.

Title Owner

State Contractor's License #: 1027584

Natural Green Landscape will produce a baseline sch to P.V.R & P.D. Rep weeks prior to starting to ensure time clocks and any scheduling conflicts will not arise

Natural Green Landscape will provide P.V.R & P.D., rep contact info of all staff.

ADDENDUM # 2

**REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES
SPECIFICATION NO. 18-01/LM-2018 -01**

DATE: January 4, 2018

ISSUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT

1605 East Burnley St. Camarillo, Ca. 93010

(805)-482-5396 Phone; (805)482-7591 Fax

**PROJECT: REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE
SERVICES SPECIFICATION NO. 18-01**

ISSUED to: For Distribution to Bid Proposers

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted below.

This Addendum consists of three (3) pages and the modifications to the document noted below.

**A. CLARIFICATION OF BID DOCCUMENT (Submittals), PAGE 18, Faithful
Performance Bond Form & PAGE 19-20, Labor and Material Bond
Payment Form**

This amendment changes the Faithful Bond requirements. Instead of the original multi-year bond requirement, the District has decided to accept a renewable annual bond for the term of the contract. This bond will be required to be renewed annually and contractor must provide the District with a new bond certificate from the surety company a minimum of thirty (30) days prior to the expiration of the current bond. If this bond requirement is not met, immediate cause for termination of contract agreement would be enforced.

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **LANDSCAPE MAINTENANCE SERVICES**;

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

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

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

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

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

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 AND PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, or subcontractor 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 Principal and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, 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____.

_____ **PRINCIPAL**

_____ **SURETY**

ADDRESS OF SURETY

CITY

STATE

ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **LANDSCAPE MAINTENANCE SERVICES;**

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

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the District in the sum of _____ (\$ _____), 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 Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

_____ PRINCIPAL Address of Surety: _____ _____ CITY STATE ZIP _____ TELEPHONE BY: _____ (PRINCIPAL SEAL)	_____ SURETY _____ _____ CITY STATE ZIP _____ TELEPHONE BY: _____ (PRINCIPAL SEAL)
---	---

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

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to Natural Green Landscape Inc., as Contractor ("Principal"), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

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

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the District in the sum of _____ (\$ _____), 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 Principal, 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 Principal and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, 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____.

_____ PRINCIPAL

_____ SURETY

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

SAMPLE

**CONTRACT SERVICES AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

This Contract Services Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the Pleasant Valley Recreation and Park District, a municipal corporation (“District”), and _____ (“Contractor”). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the “Scope of Services” attached hereto as *Exhibit “A”* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor’s Proposal. The Scope of Services shall include the Contractor’s proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction.

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

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor,

incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars (\$ _____) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than _____.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. _____ is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The District's General Manager is hereby designated as the representative of the District authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate and no less than \$2,000,000 for products/completed operations aggregate.

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

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per accident

combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of N/A insurance in an amount not less than \$ N/A per-claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the District.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the District, its officers, employees and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by District.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District and the District's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened,

including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by District for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the District's sole risk and without liability to Contractor and the District shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or

validity of which is disputed by Contractor, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

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

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest: District. No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any

corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest: Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District office. Accordingly, should the District General Manager determine that Contractor will be performing a specialized or general service for the District and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the District's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District General Manager and to the attention of the Contract Officer, Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

DISTRICT:
PLEASANT VALLEY RECREATION AND PARK
DISTRICT,
a municipal corporation

By: _____
Board Chair

ATTEST:

District Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, 'General Counsel

CONTRACTOR:
[insert company name here]
a [California corporation]

By: _____
Name: [insert name here]
Title: [insert title]

By: _____
Name: [insert name here]
Title: [insert title]

Address: [insert address]
[insert address]
[insert address]
[insert address]

EXHIBIT "A"
SCOPE OF SERVICES

The following sets forth the requirements for this landscape maintenance services agreement.

Contractor agrees to perform all services listed herein to provide complete and proper maintenance for the premises listed below. Contractor shall also provide all necessary equipment to perform all services and all other necessary safety equipment to comply with OSHA and all other applicable requirements for these services. All equipment must be used in a safe manner. Contractor shall furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance required for maintenance of parks, landscaped areas, and associated facilities which shall include but is not limited to:

Park Sites

1. Adolfo Park – N. Adolfo/Alemendro
2. Arneil Ranch Park– 1301 Sweetwater Avenue
3. Birchview Park – 5564 Laurel Ridge Lane
4. Bob Kildee Park – 1030 Temple Avenue
5. Calleguas Creek Park – Avenida Valencia/Via Jacara
6. Camarillo Grove Park – 6968 E. Camarillo Springs Rd.
7. Carmenita Park – Carmen/Sevilla
8. Charter Oak Park – 325 Charter Oak Drive
9. Community Center Park – 1605 E. Burnley St.
10. Dos Caminos Park – 2198 N. Ponderosa Rd.
11. Encanto Park – Blanco/Encanto
12. Eldred Lokker Park – 848 Vista Coto Verde
13. Foothill Park – 1501 Cranbrook St.
14. Heritage Park – 1630 Heritage Trail

15. Laurelwood Park – 2127 Dexter St.
16. Mel Vincent Park – 668 Calistoga Rd
17. Mission Oaks Park – 5501 Mission Oaks Blvd.
18. Nancy Bush Park – 1150 Bradford Ave.
19. Pitts Ranch Park – 1400 Flynn Rd.
20. Springville Park – Tierra Santa/Via Zamora
21. Trailside Park – 5462 Cherry Ridge Drive
22. Valle Lindo Park – 89 Aileen Street
23. Woodcreek Park – 1200 Woodcreek Rd.
24. Woodside Park – 247 Japonica Ave.
25. Quito Park – 7073 Quito Court

- Turf Management (weekly; mowing, trimming, fertilizing)
- Hardscape Management (routine blowing, litter and trash removal,
- Shrub/Pruning & Groundcover areas (routine weeding, cultivation, fertilization and pruning)
- Weed Abatement and Trash Receptacles (once a week)

Maintenance of Parks, Landscape Areas and Associated Facilities

Contractor shall provide at his own cost and risk all labor, equipment, materials, supplies, tools, and transportation including but not limited to: hauling, dumping, fertilizers, insecticides, herbicides, chemicals, and all other labor, equipment, materials, supplies, tools and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to: turf areas, planter areas, trees, shrubs, surface in the play equipment, weeds, sand play areas, drain lines, sidewalks, ball fields, driveways/aprons, ditches, catch basins, gutters, curb drains, exterior lighting, park accessories, trash containers, restroom stocking and maintenance, and all other area(s) listed in Appendix 1 – “Facilities Descriptions”.

The above requirement that Contractor shall furnish all labor, materials, tools, equipment, and incidentals and perform all of the services involved in executing this Agreement

Work shall be performed in accordance with professional standards accepted in the industry in a workmanlike manner and in accordance with the standards, requirements and criteria set forth in the Special Requirements (Exhibit "B") and Technical Provisions (Exhibit "E").

Work by District Forces

Notwithstanding any provisions contained elsewhere in this Agreement, the District reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this Agreement, with its own labor and equipment and/or through a third party.

1. MATERIALS, EQUIPMENT, AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the parks facilities. These supplies and materials shall include, but are not limited to:

- (A) All necessary top dressing, mulch, seed, water absorbers, fertilizers, brick dust, wood chips, decomposed granite, chemicals, amendments, tree stakes, restroom stock, fasteners, rodent control devices, et cetera.

2. LANDSCAPE IMPROVEMENTS

The construction of sidewalks, turf areas, play equipment, and irrigation system installations, when necessary, may be requested to be undertaken by Contractor and shall be on a negotiated price basis provided, however, the District shall have the option to seek bids for such work and may award this work to others.

3. CONTRACTOR STAGING AREA

Contractor is responsible for securing an area for staging equipment and vehicles used to perform all services required under the Agreement at Contractor's sole cost. The District will not provide an area for staging. Contractor shall not stage equipment or vehicles at the Parks Yard or on other District-owned property.

4. CONTRACTOR VEHICLES AT DISTRICT PARKS

Contractor is permitted to drive vehicles within District Parks as needed while performing services, Contractor must park all vehicles in designated parking areas only. If Contractor damages any turf or buildings, they are responsible for replacing it back to original condition.

EXHIBIT "B"
SPECIAL REQUIREMENTS

1. LEVEL OF MAINTENANCE

- (A) All work shall be performed in accordance with the Service Level Standards in the Technical Provisions (Exhibit "E") at established frequencies so as to maintain the aesthetic appearance, safety, usefulness and play ability/usability of parks, landscape areas, and maintenance of associated facilities to standards acceptable to the District. Frequencies are indicated for some of the tasks described in the Schedule of Performance (Exhibit "D"). Some higher use areas may require greater frequencies than those indicated in the Service Level Standards in order to provide the minimum required standard service level.

- (B) The District shall make routine inspections of all facility areas included in this Agreement and shall advise Contractor of any deficiencies noted. The results of each inspection shall be recorded and retained for reference. The Parks Inspection Checklist, Appendix "2" of this Agreement, shall be used to evaluate the Contractor's performance.

PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST

PARK NAME: _____ LOCATION: _____

S	M	T	W	TH	F	S

INSPECTOR: _____ DATE: _____

Item to be Checked (Use the following page to record a brief description of the necessary repairs)	OK	Date Corrected	Deficiency Noted
Turf Conditions			
1. Dry or hot spots / Wet spots			
2. Holes filled in / Gophers / Trash cleaned.			
Walkways			
1. Even walking surface, clear of debris.			
2. Raised concrete or asphalt.			
Tree Condition			
1. Low hanging branches / dead limbs.			
Pavilions			
1. Clean / free of graffiti			
2. Faucets, hose bibs, no leaks			
Sport Courts			
1. Clean and blown off			
Benches/Tables			
1. Clean and free of graffiti / no sharp edges			
2. Painted and free of splintering			
Drinking Fountains / BBQ's			
1. Clean and in working order / no sharp edges			
2. No, rust spots, or holes			
Fencing			
1. Good Condition, no openings, sharp edges, top/bottom not			
OTHER CONCERNS: List them on a back sheet of this paper			
1.No Concerns			
2.Problem Fixed			
3.Potential Concerns			
4.Broken / Degraded			
5.Work Order Generated			
6.Requires Immediate Attention			

The Contractor shall compensate the District for all time required for any re-inspection and related supervision as a result of noted deficiencies providing that compensation shall be charged at a rate including actual time, fringe benefits, and mileage costs incurred by the District.

(C) Notices and penalties for non-performance are set forth as follows:

1) Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by District.

2) Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.

3) District's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment in accordance to Section 1 (B) listed above.

4) Description of Deficiencies

- Performance deficiency. Examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.
- Failure to comply with minimum District-defined manpower requirements. Deduction of \$100 per employee per workday.
- Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative. May result in a deduction of up to \$250 per instance per workday.

The Contractor's representative shall contact the District on a weekly basis for notification of any special maintenance item(s) requiring correction.

2. CONTRACTOR'S EMPLOYEES

(A) Uniforms and Clothing

- 1) The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material and style.

- 2) The Contractor's employees shall wear hard-soled shoes at all times while on District's property. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.

(B) Work Force; Background Checks

The Contractor must employ sufficient, appropriately licensed, personnel to perform all work as described in Technical Provisions (Exhibit "E").

The determination of adequacy in the number of Contractor's personnel will be made by the Park Services Manager or his/her representative and will be based upon performance or nonperformance in each case. Upon written notification from the District the Contractor shall assign additional personnel within two work days. Continued nonperformance may result in removing that item or facility area from the terms of this Agreement. Serious nonperformance will be considered Contractor default.

- 1) Parks - The Contractor shall provide maintenance for Parks Areas in conformance with Technical Provisions (Exhibit "E"). Said maintenance shall begin at 7:00 a.m. and shall be provided Five (5) days a week
- 2) Landscape Maintenance Areas - The Contractor shall provide maintenance in conformance with the Technical Provisions (Exhibit "E"). Maintenance for District Parks, Community Center, shall begin at 7:00 a.m. and shall be provided five (5) days a week, Monday through Friday,

(C) Contractor's Representative

The Contractor shall have present at all times when performing maintenance activities, an on-site representative who speaks fluent English, whose duty shall be to supervise and coordinate maintenance operations as they occur. This on-site representative shall carry, during work hours, a cell phone for communication. The District shall be advised in writing of the number for this phone.

(D) Reporting

Contractor or his representative shall meet with the Park Services Manager or his representative on a regular bi-weekly basis and at such other times as may be required by the District to review the performance of the contract and to discuss any problems or matters as determined by the District. The Contractor shall submit a weekly performance report, including a schedule for the following 2 weeks, to the District.

(E) Emergency Services

Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site

and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.

3. EXTRA WORK

In the event of facility damage or facility failure where landscape repair, sprinkler repair, or other facility repair or reconstruction may be required, the District may invite or solicit as extra work, major repair or minor construction activities from Contractor.

Extra work is defined as work requested by the District in addition to the services required of Contractor under this Agreement, such as: replacement of plant materials due to failures beyond the Contractor's control and/or repairs or replacements due to vandalism or Acts of God. Should the incident require an expeditious response, the District shall have the option to pay for all such additional work with either a negotiated fee or a time and materials basis fee.

Contractor shall obtain written approval from the Contract Officer prior to proceeding with any extra work except for emergency repairs. Contractor shall submit a written proposal to the District when extra work is required or requested by the District. The District reserves the right to have any extra work completed by other contractors or District forces.

Contractor shall be responsible for the cost of any extra work as a result of the Contractor's negligence as determined by the Contract Officer in his sole discretion.

4. DAMAGES

Upon authorization by the Contract Officer, the Contractor will be reimbursed for the repair or replacement of any District-owned property, whether real or personal, which is damaged or destroyed through vandalism or fire or which disappears by an unknown cause.

Where public safety is affected Contractor shall make immediate equipment repairs or removals and shall report such repairs or removals within one (1) hour to the Contract Officer.

Any work performed by the Contractor, as described in this Section 4, shall be considered as extra work and shall be paid for as "Extra Work" under these specifications.

5. FACILITY OUT OF USE

In the event any park area or District facility is not usable for any reason, including acts of nature or vandalism, the Contract Officer may declare, for the purpose of maintenance, that an emergency condition exists, and that the facility is out of use. In such event, contract services may be temporarily suspended on a twenty-four (24) hour notice.

Contractor shall not be compensated for any park area or District facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or District facility is partially declared out of use, District

and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

6. CHEMICAL CONTROL

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the State Department of Health Services, the Department of Industrial Relations and all other agencies which govern the use and application of chemicals required in the performance of the work to be provided pursuant to this Agreement. The term "chemicals" shall include but not be limited to: fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants and repellants. Contractor shall apply spray chemicals when air currents are still, preventing drifting onto adjoining property whether or not they are in, or near, the project.

The Contractor shall submit a list of all chemical fertilizers, herbicides or pesticides proposed for use under this contract for approval by the Parks Supervisor. Contractor shall submit a schedule to the Contract Officer outlining date, location and chemical type/analysis to be performed at least fifteen (15) days prior to the week of work. Said schedule must be approved by the Contract Officer before the work is undertaken.

A pollution prevention plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.

7. WATER CONSERVATION N/A

8. SOUND CONTROL REQUIREMENTS

Contractor shall comply with all County and District sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to this Agreement, and shall make every effort to control any undue noise resulting from its operations.

No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7:00 a.m. and after 7:00 p.m. or such other time as directed by the Park Services Manager.

Each internal combustion engine used for any purpose while performing the landscape maintenance services or related to landscape maintenance services shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler. Said noise level requirement shall be applied to all equipment used or related to providing landscape maintenance services, including, but not limited to, tracks, transit mixer, or transit 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 the public or Contractor's personnel.

9. AIR POLLUTION

A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to this Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. Material to be disposed of shall not be burned.

B. Responsibility. Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the District may direct attention to the existence of a hazard and the necessary warning and protective measures shall be immediately furnished and installed at the Contractor's expense

10. HAULING

Spillage onto public or private property resulting from hauling operations shall be immediately removed at Contractor's expense.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

11. REMOVAL AND DIVERSION OF DEBRIS

Contractor shall promptly remove all debris accumulated as a result of maintenance operations and shall not allow any debris to remain on the public street or other public property after 4:00 p.m. on the day on which debris is generated.

Debris is defined as leaves, branches, paper and all foreign matter, etc. Grass clippings are not to be removed from the landscape. Removal, diversion, and disposal of debris shall be performed at no additional cost to the District and shall be considered to be included as part of the Contractor's proposal price.

Contractor shall divert grass/turf clippings from landfilling by using mulching mowers specifically designed to mulch grass/turf clippings and redeposit the mulched material back on the landscape. Contractor shall mulch all grass/turf clippings and report the acreage mowed and the frequency at which it is mowed to the District in accordance with Section 6.0, Records and Reports, of the Agreement. Remaining green waste (organic material) such as leaves, twigs, etc. shall be separated from foreign matter (inorganic material) such as paper, glass, plastic, etc. Said green waste shall be separated from foreign matter and diverted from landfilling.

All green waste produced as a result of Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed. Weight slips shall be delivered to the Parks Supervisor, or his designee, as proof of final disposal.

12. AUTHORITY OF THE PARK SERVICES MANAGER

The Park Services Manager or his/her authorized representative shall be the determining authority with respect to all issues regarding the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work. Whenever Contractor's designated supervisor is not present for any part of the work where it may be

desired that he give direction, orders within the scope of these specifications may be given by the Park Services Manager or his/her authorized representative, and Contractor shall instruct its staff to follow these orders as though they had been issued by Contractor.

13. SUSPENSION OF CONTRACT

If, at any time, in the opinion of the District, Contractor has failed to supply an adequate workforce, or equipment of proper quality, or has failed in any other respect to execute the work with the diligence and force specified and intended in and by the terms of this Agreement, notice thereof, in writing, shall be served upon Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with this Agreement, as directed by the Parks Supervisor or his/her authorized representative, within the time specified in such notice, the District Board may suspend this Agreement. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the District may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the conduct of the work and for the completion thereof; or may employ the necessary workmen, substitute other parties to perform the work required under this Agreement; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for in such a manner, as the District Board may deem proper or the District Board may annul and cancel the Agreement and related work. Any excess cost arising there from over and above the contract price shall be charged against the Contractor and his sureties from liability for failure to fulfill this Agreement.

The Contractor and his sureties shall be credited with the amount of money so forfeited toward all excess cost over the operations of this Agreement and the completion of the work by the District as above provided.

14. LAWS TO BE OBSERVED

Contractor shall keep itself and its employees and agents fully informed of, and ensure that all work and services are provided in compliance with, all Federal and State laws, and all municipal ordinances and regulations of the District which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdictions or authority over the same.

Contractor shall comply with all applicable provisions of the Federal law, State law, and the Camarillo Municipal Code including those relating to illicit discharges.

Contractor shall be aware that sections of the Irrigation systems are supplied with Recycled Water. All labor and installations shall be performed in accordance with the rules and regulations of the California Department of Public Health, and all laborers shall be appropriately trained and licensed to work on non-potable water systems.

15. INCLEMENT WEATHER

Contractor shall not work or perform any operations during inclement weather which may destroy or damage ground cover or turf areas. Contractor shall contact the Contract Officer for the determination of non-operation conditions.

16. WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (10C, 18A, 18C)] for Ventura County. Refer to www.dir.ca.gov/dlsr/pwd for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Camarillo Parks office. Contractor further understands and agrees as follows:

- A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)
- B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)
- C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)
- D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.
- E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §§1860 and 3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)
- F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the District harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

17. SURETIES AND INSURANCE

Contractor shall provide the District with a Faithful Performance Bond and a Labor and Material Bond (Payment Bond) within fifteen (15) days from the date of written notice of the award and before commencement of any work under this Agreement as described in the Request for Proposal for Landscape Maintenance Services.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the District the following documents:

(a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; 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 deliver these documents by the time of execution of this Agreement shall require the District to refrain from entering the Agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond's validity.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

The monthly and annual compensation for the initial three years of the contract term will be at the rates set forth below which shall not be increased. Should the District exercise its option to one or both of the two-year optional extensions, the parties will negotiate any compensation adjustments applicable during such extension term.

Contractor shall furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with the Agreement at the following prices:

A. <u>PARK AREAS</u>	ITEM COST PER MONTH
1. Adolfo Park – N. Adolfo/Alemendro	\$ _____
2. Arneill Ranch Park– 1301 Sweetwater Avenue	\$ _____
3. Birchview Park – 5564 Laurel Ridge Lane	\$ _____
4. Bob Kildee Park – 1030 Temple Avenue	\$ _____
5. Calleguas Creek Park – Avenida Valencia/Via Jacara	\$ _____
6. Camarillo Grove Park – 6968 E. Camarillo Springs Rd.	\$ _____
7. Carmenita Park – Carmen/Sevilla	\$ _____
8. Charter Oak Park – 325 Charter Oak Drive	\$ _____
9. Community Center Park – 1605 E. Burnley St.	\$ _____
10. Dos Caminos Park – 2198 N. Ponderosa Rd.	\$ _____
11. Encanto Park – Blanco/Encanto	\$ _____
12. Eldred Lokker Park – 848 Vista Coto Verde	\$ _____
13. Foothill Park – 1501 Cranbrook St.	\$ _____
14. Heritage Park – 1630 Heritage Trail	\$ _____
15. Laurelwood Park – 2127 Dexter St.	\$ _____

16. Mel Vincent Park – 668 Calistoga Rd	\$ _____
17. Mission Oaks Park – 5501 Mission Oaks Blvd.	\$ _____
18. Nancy Bush Park – 1150 Bradford Ave.	\$ _____
19. Pitts Ranch Park – 1400 Flynn Rd.	\$ _____
20. Springville Park – Tierra Santa/Via Zamora	\$ _____
21. Trailside Park – 5462 Cherry Ridge Drive	\$ _____
22. Valle Lindo Park – 89 Aileen Street	\$ _____
23. Woodcreek Park – 1200 Woodcreek Rd.	\$ _____
24. Woodside Park – 247 Japonica Ave.	\$ _____
25. Quito Park – 7073 Quito Court	\$ _____
TOTAL MONTHLY - PARK AREAS	\$ _____

B. <u>MONTHLY COST</u> (Items A-E above)	ITEM COST PER MONTH
1. PARK AREAS – (A)	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL MONTHLY COST (Items B.1 - B.4)	\$ _____

C. <u>TOTAL ANNUAL COST</u>	\$ _____
------------------------------------	-----------------

EXTRA WORK

Extra Work shall be at the following rates. These rates can be used for additions to or deletions from the Agreement.

	ITEM	UNIT COST
1.	Turf Mowing by walking mower	\$ _____ /sf
2.	Turf Mowing by riding mower	\$ _____ /sf.
3.	Turf Edging and Trimming	\$ _____ /sf
4.	Turf Aeration	\$ _____ /sf.
5.	Steam Clean/Pressure Wash Hardscape Areas (sidewalks, patios)	\$ _____ /sf
6.	Steam Clean/Pressure Wash Litter/Trash Receptacles	\$ _____ /sf
7.	Steam Clean/Pressure Wash Picnic Tables	\$ _____ /sf
8.	Steam Clean/Pressure Wash Benches	\$ _____ /sf
9.	Steam Clean/Pressure wash District Entry Signs	\$ _____ /sf
10.	Fertilization	
	A. Turf Areas	\$ _____ /sf
	B. Shrub Areas	\$ _____ /sf
	C. Ground Cover Areas	\$ _____ /sf
11.	Drag, Water & Line Softball Infield	\$ _____ /sf
12.	Turf Renovation (site preparation, seeding and top dressing)	\$ _____ /sf
13.	Turf Sod - Furnish and Install	\$ _____ /sf
14.	Plant Material - Furnish and Install	
	A. 1 Gallon Plant	\$ _____ /ea.
	B. 5 Gallon Plant	\$ _____ /ea.
	C. 15 Gallon Plant	\$ _____ /ea.
	D. Flat of Groundcover	\$ _____ /ea.
	E., Flat of Color Annuals	\$ _____ /ea.
	F. Flat of 4" Potted Annuals	\$ _____ /ea.
	G. 15 Gallon Tree - Standard Trunk	\$ _____ /ea.
	H. 15 Gallon Tree - Multi-Trunk	\$ _____ /ea.
	I. 24" Box Tree - Standard Trunk	\$ _____ /ea.
15.	Labor Rates	
	A. Supervisor (day to day supervision)	\$ _____ /hr
	B. Streetscape Maintenance Worker	\$ _____ /hr
	C. Irrigation Repair Specialist	\$ _____ /hr
	D. Pesticide Operator	\$ _____ /hr
	E. General Laborer	\$ _____ /hr
	F. Light Equipment Operator (riding mower, Tractor, dump truck, etc.)	\$ _____ /hr
	G. Heavy Equipment Operator	\$ _____ /hr

(a) Weed Removal/Abatement

Upon the option and written authorization from District, Contractor shall cut and remove grass/weed material growing on various park lots. This would be in conjunction weed abatement program managed by the District.

A.	Tractor Mounted Mower with Operator	\$ _____	/sf.
B.	Walking Mower with Operator	\$ _____	/sf.
C.	Power String Trim – edging	\$ _____	/lf.
D.	Power String Trim - weed cutting	\$ _____	/sf.
E.	Remove and Dispose of Material after cutting	\$ _____	/cy

Abbreviation: sf = square feet lf = lineal feet ea. = each hr = hour cy = cubic yard

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

The initial term of this Agreement shall be for three years, commencing on the contract effective date. There shall be two (2) additional two-year extension options, at the sole discretion of the District. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the District, the parties shall enter an amendment to this Agreement.

Level of Service

The following are the service levels required for each of the maintenance tasks to be provided by Contractor. All service levels apply to the associated facilities and parks, landscape areas included in Appendix 1, "Facilities Descriptions".

Daily service levels are designated as Monday through Friday (M-F) (5 days per week).

1) Turf Management

	<u>Service Level</u>
(a) Mowing	Once a week any day of the week or M-F
(b) Turf edging & trimming	Once a week any day of the week or M-F
(c) Recreation Turf	Daily (M-F)
(d) Renovation	As directed by District
(e) Turf irrigation	Managed by automation as needed
(f) Litter & leaf pick-up	As needed
(g) Turf fertilization	Two times annually - chemically balanced
(h) Aeration	Twice annually

2) Hardscape Management

	<u>Service Level</u>
(a) Parking Lots	Inspected (1 day per week, including curbs)
(b) Picnic Shelters	Includes garbage cans emptied (1 day per week)
(c) Walkways & patios	Cleared (1 day per week)
(d) Play areas, sand areas	Inspections and rake thoroughly (1day per week)

3) Trees, Shrubs & Ground Cover Areas

	<u>Service Level</u>
(a) Shrub Maintenance	Monthly
(b) Ground Cover (weeding)	Weekly
(c) Cultivation	Monthly
(d) Pruning	Weekly

5) Park and Other Equipment

	<u>Service Level</u>
(c) Trash Containers	Emptied, cleaned or replaced as needed

Working Time Limits

All work shall be performed between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and as otherwise specified in this Agreement. The majority of maintenance tasks shall be completed Monday through Friday. Some maintenance tasks and "as needed" frequency may require Saturday and Sunday work by Contractor as specified by the District. The District reserves the right to adjust hours.

Coordination of Activities

Contractor shall coordinate work with the District to prevent conflict with District recreation programs, activities and events occurring at District facilities maintained by the Contractor.

Weekly Reporting and Maintenance Schedules

Contractor shall make weekly contact with the Park Services Manager or his designee to discuss work level and effort, as well as maintenance performance. Contractor shall provide the District with a weekly log sheet showing the names, dates, and hours worked of all employees for the previous week, on the following Monday.

Contractor shall deliver weekly (Monday through Sunday) maintenance schedules identifying specific job tasks and the frequencies of performance each day of the scheduled period to the Park Services Manager or his designee no later than the Wednesday prior to the start of the scheduled weekly maintenance.

EXHIBIT "E"
TECHNICAL PROVISIONS – SERVICE LEVEL STANDARDS

The following pages describe the Service Level Standards of the maintenance tasks that Contractor is responsible for. These Service Level Standards shall apply to all facilities and areas included in Appendix 1, "Facilities Descriptions."

1. TURF MANAGEMENT

- (a) Mowing - All turf areas shall be mowed once per week. Mowing heights should be set at 1 to 1.5 inches during the winter and should not exceed two (2) inches in the summer.
- (b) Turf Edging, Trimming and Weed Whacking - Turf edging, trimming and weed whacking shall be performed once per week concurrently with mowing. All valve boxes, light poles, any obstacle that are in the turf areas need to be weed whacked, edged turf areas shall be cleaned (swept) to complete the edging function within the same workday as edging and trimming is performed.
- (c) Recreation Turf - These areas shall be inspected daily on designated mow days for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.
- (d) Renovation - Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.
- (e) Litter and Leaf Pick-up - Litter and leaf pick-up shall be performed on designated mow days to maintain a neat and clear appearance.

2. HARDSCAPE MANAGEMENT

- (a) Parking Lots - All parking lots shall be inspected on designated mow days (M-F). All weeds growing in cracks shall be removed weekly or sprayed with Round-up.
- (b) Picnic Shelters - Picnic shelter surfaces shall be inspected daily on designated mow days for litter and trash pick-up. Garbage cans shall be emptied on designated mow days.
- (c) Walkways and Patios - All walkways and patios shall be kept clean of litter, debris, weeds and dirt. Areas that are close to building entry areas shall be cleaned as needed to keep the area free from litter and blown-in soil. Graffiti shall be reported to the District immediately.

3. TREES, SHRUBS AND GROUND COVER AREAS

- (a) Shrub Maintenance - All shrubbery plantings shall be pruned in a natural method. No shearing shall be done unless shrubbery planted is intended to be formal. Pruning shall be completed at times that culturally allow natural flowering. Shrub planting areas shall be kept free at all times of litter and weeds. Shrub planters shall be mulched and cultivated to promote healthy plants and minimize water needs. Application

of pesticides shall be completed only on non-windy days and prior to 9:00 a.m. All shrub areas shall be fertilized two (2) times annually to promote maximum foliage and flowers.

(b) Ground Cover – All ground cover areas shall be kept at all times free of weeds and litter. Weed control shall be accomplished through a balanced program of pre-emergent and post-emergent chemical application and mechanical or hand removal. Ground cover areas shall be pruned to maintain a minimum four inches (4”) of clearance behind edges of curbs, sidewalks, and turf areas. Ground cover areas shall be fertilized two (2) times annually to promote tight growth, flowers, foliage and healthy plants. The application of pesticides shall occur as needed on non-windy days and prior to 9:00 a.m.

(c) Cultivation – Shrub planters and ground cover areas shall be cultivated to a depth of 2-3 inches at least twice a year to encourage plant growth, to promote water conservation and to reduce the quantity of weed growth.

(d) Tree Pruning – All street and parkway trees are pruned under a separate contract. Emergency work and/or safety clearance pruning maybe authorized by the Park Services Manager or his designee. All work shall conform to Pruning Standards of Western Chapter ISA and these specifications. In all cases the District’s representative shall have complete and sole discretion in determining conformance and acceptability of trees pruned by the Contractor. Pruned trees rejected by the District’s representative shall be excluded from payment, or redone at no cost, to the satisfaction of the District’s representative.

(e) Tree Protection – Use of weed whackers or other equipment in a manner that scores or otherwise damages the bark of a tree, such as may cause girdling, is specifically prohibited. Should the Contractors operations result in tree girdling, the tree will be remedied to the satisfaction of the District’s representative, up to and including the removal of the damaged tree and replacement with a mature boxed tree equivalent to the damaged tree. This removal and replacement will be at no additional cost to the District.

5. PARK AND OTHER EQUIPMENT

(a) Trash Containers - All trash containers shall be emptied daily on designated mow days. A minimum 1.7 mill thick disposable liner shall be placed in each trash container at the time each container is emptied.

(b) Drinking Fountains - All exterior drinking fountains shall be inspected once each week. Inoperable drinking fountains shall be written down and put on safety inspection sheet.

6. WEED ABATEMENT

(a) Weed Abatement - Contractor shall inspect 1 day per week (M-F) and cut and remove all grass/weed material growing in the soil or gravel weekly or as needed (M-F).

PROPOSER

- 1) Name of Proposer Gilbert Zaragaza Jr. / Natural Green Landscape Inc.
- 2) Address of Proposer 5661 Perkins Rd.
Oxnard CA, 93033
- 3) Proposer intends to operate the business with which this proposal is concerned as a Sole Proprietorship ; Partnership ; Corporation ; Joint Venture ; or Explain: _____


Signature _____

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

- 1. Name in full _____
- 2. Address _____
- 3. Birth date _____ Place of Birth _____
- 4. Social Security No. _____
- 5. State Driver's License No: _____

Partnership Statement

If a Partnership, answer the following:

1. Date of organization _____

2. General Partnership
 Limited Partnership

3. Statement of Partnership recorded: Yes No

Date	Book	Page	County
------	------	------	--------

4. Certificate of limited Partnership recorded: Yes No

Date	Book	Page	County
------	------	------	--------

5. Has the partnership done business in Ventura County?

Yes No Explain: _____

6. Name, address, and partnership share of each general partner:

Name of Partner	Address	Share

7. Furnish the birth date, place of birth, Social Security No., and State driver's license number of each person shown above.
8. Attach a complete copy of Partnership Agreement.
9. Is the partnership now involved, or has it been involved, in any business enterprise whatsoever?

If so, give full details:

CORPORATION STATEMENT

If a corporation, answer the following:

1. When incorporated? 2010
2. Where incorporated? California
3. Is the corporation authorized to do business in California?
 Yes No If so, as of what date? July 8
4. The corporation is held: Publicly Privately

5. If privately held, provide the following:

Name of Partner	Address	% of Stock Owned
<u>Gilbert Zaragoza Jr.</u>	<u>5461 Perkins Rd. Oxnard CA.</u>	<u>100</u>

6. If publicly held, how and where is the stock traded:

7. List the following:

	Authorized	Issued	Outstanding
Number of voting shares			
Number of non-voting shares			
Number of shareholders			

	Par	Book	Market
Value of share of Common Stock	\$	\$	\$

8. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and any person holding more than 10% of the outstanding stock.
9. Furnish the birth date, place of birth, Social Security No. and State driver's license number for each person shown under Item No. 5 above.
10. Is the corporation now involved, or has it ever been involved, in any business enterprise whatsoever? If so, attach full details.

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of organization _____

2. Joint Venture Agreement or Statement recorded? Yes No

Date	Book	Page	County
------	------	------	--------

3. Has the Joint Venturer done business in Ventura County?
 Yes No When? _____

4. Name and address of each Joint Venturer:

Name	Address

If a Joint Venturer is a Partnership or Corporation, complete pages 22 or 23 as applicable.

5. Furnish the birth date, place of birth, Social Security No. and State driver's license number for each person shown under Item No. 4 above.
6. Attach a complete copy of the Joint Venture Agreement.
7. Is the Joint Venturer now involved, or has it ever been involved, in any business enterprise whatsoever?

If so, give full details:

FINANCIAL DATA

FINANCIAL STATEMENT

Attach a complete report, prepared in accordance with acceptable accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. Be prepared to substantiate all information shown.

SURETY INFORMATION

Has any surety or bonding company ever been required to perform upon your default?

Yes No

If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes No

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

PENDING LITIGATION

Provide detailed information regarding present or threatened litigation, liens, or claims involving any participant in the proposal. If there are none, state that there is no existing or threatened litigation, lien, or claims against any participant in the proposal.

ADDENDUM # 1

**REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES
SPECIFICATION NO. 18-01/LM-2018 -01**

DATE: December 27, 2017

ISSUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT

1605 East Burnley St. Camarillo, Ca. 93010

(805)-482-5396 Phone; (805)482-7591 Fax

**PROJECT: REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE
SERVICES SPECIFICATION NO. 18-01**

ISSUED to: For Distribution to Bid Proposers

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted below.

This Addendum consists of five (5) pages and the modifications to the document noted below.

A. CLARIFICATION OF BID DOCUMENT (Submittals) , PAGE 10 -12. Proposal Form. PROPPSAL FOR LANDSCAPE MAINTENANCE SERVICES & PAGE 44-45. EXHIBIT "C" SCHEDULE OF COMPENSATION

COMPANY NAME: _____

PROPOSAL FORM

**PROPOSAL FOR
LANDSCAPE MAINTENANCE SERVICES**

The undersigned hereby submits this Proposal for Landscape Maintenance Services and stipulates thereto as follows:

1. **FAMILIARITY WITH AGREEMENT REQUIREMENTS**

The undersigned declares that he/she has carefully examined the location of the proposed services and Scope of Services, that he/she has examined the General Requirements and Contract Services Agreement of the Pleasant Valley Recreation and Park District and all related documents.

2. **BASIC CONTRACT**

The undersigned hereby proposes to furnish all labor, equipment, tools and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance Agreement as shown in the Contract Services Agreement, at the following prices:

A. <u>PARK AREAS</u>	ITEM COST PER MONTH
1. Adolfo Park – N. Adolfo/Alemendro	\$ _____
2. Arneill Ranch Park– 1301 Sweetwater Avenue	\$ _____
3. Birchview Park – 5564 Laurel Ridge Lane	\$ _____
4. Bob Kildee Park – 1030 Temple Avenue	\$ _____
5. Calleguas Creek Park – Avenida Valencia/Via Jacara	\$ _____
6. Camarillo Grove Park – 6968 E. Camarillo Springs Rd.	\$ _____
7. Carmenita Park – Carmen/Sevilla	\$ _____
8. Charter Oak Park – 325 Charter Oak Drive	\$ _____
9. Community Center Park – 1605 E. Burnley St.	\$ _____

Pleasant Valley Recreation and Park District - Request for Proposals
Landscape Maintenance Services 18-01

10. Dos Caminos Park – 2198 N. Ponderosa Rd.	\$
11. Encanto Park – Blanco/Encanto	\$
12. Eldred Lokker Park – 848 Vista Coto Verde	\$
13. Foothill Park – 1501 Cranbrook St.	\$
14. Heritage Park – 1630 Heritage Trail	\$
15. Laurelwood Park – 2127 Dexter St.	\$
16. Mel Vincent Park – 668 Calistoga Rd	\$
17. Mission Oaks Park – 5501 Mission Oaks Blvd.	\$
18. Nancy Bush Park – 1150 Bradford Ave.	\$
19. Pitts Ranch Park – 1400 Flynn Rd.	\$
20. Springville Park – Tierra Santa/Via Zamora	\$
21. Trailside Park – 5462 Cherry Ridge Drive	\$
22. Valle Lindo Park – 89 Aileen Street	\$
23. Woodcreek Park – 1200 Woodcreek Rd.	\$
24. Woodside Park – 247 Japonica Ave.	\$
25. Quito Park – 7073 Quito Court	\$
B. <u>MONTHLY COST-First Year (Items A.1 – A.25 above)</u>	\$

COMPANY NAME: _____

C. FIRST YEAR TOTAL COST \$ _____

D. SECOND YEAR TOTAL COST \$ _____

E. THIRD YEAR TOTAL COST \$ _____

F. TOTAL THREE YEAR CONTRACT COST (Items C-E) \$ _____

TOTAL THREE YEAR CONTRACT COST IN WORDS:

_____ **DOLLARS**

EXHIBIT "C"
SCHEDULE OF COMPENSATION

The monthly and annual compensation for the initial three years of the contract term will be at the rates set forth below which shall not be increased. Should the District exercise its option to one or both of the two-year optional extensions, the parties will negotiate any compensation adjustments applicable during such extension term.

Contractor shall furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with the Agreement at the following prices:

A. <u>PARK AREAS</u>	ITEM COST PER MONTH
1. Adolfo Park – N. Adolfo/Alemendro	\$ _____
2. Arneill Ranch Park– 1301 Sweetwater Avenue	\$ _____
3. Birchview Park – 5564 Laurel Ridge Lane	\$ _____
4. Bob Kildee Park – 1030 Temple Avenue	\$ _____
5. Calleguas Creek Park – Avenida Valencia/Via Jacara	\$ _____
6. Camarillo Grove Park – 6968 E. Camarillo Springs Rd.	\$ _____
7. Carmenita Park – Carmen/Sevilla	\$ _____
8. Charter Oak Park – 325 Charter Oak Drive	\$ _____
9. Community Center Park – 1605 E. Burnley St.	\$ _____
10. Dos Caminos Park – 2198 N. Ponderosa Rd.	\$ _____
11. Encanto Park – Blanco/Encanto	\$ _____
12. Eldred Lokker Park – 848 Vista Coto Verde	\$ _____
13. Foothill Park – 1501 Cranbrook St.	\$ _____
14. Heritage Park – 1630 Heritage Trail	\$ _____

15. Laurelwood Park – 2127 Dexter St.	\$ _____
16. Mel Vincent Park – 668 Calistoga Rd	\$ _____
17. Mission Oaks Park – 5501 Mission Oaks Blvd.	\$ _____
18. Nancy Bush Park – 1150 Bradford Ave.	\$ _____
19. Pitts Ranch Park – 1400 Flynn Rd.	\$ _____
20. Springville Park – Tierra Santa/Via Zamora	\$ _____
21. Trailside Park – 5462 Cherry Ridge Drive	\$ _____
22. Valle Lindo Park – 89 Aileen Street	\$ _____
23. Woodcreek Park – 1200 Woodcreek Rd.	\$ _____
24. Woodside Park – 247 Japonica Ave.	\$ _____
25. Quito Park – 7073 Quito Court	\$ _____
TOTAL MONTHLY - PARK AREAS	\$ _____

B. <u>MONTHLY COST</u> (Items A.1 - A.25 above)	ITEM COST PER MONTH
1. PARK AREAS – (A)	\$ _____
C. <u>FIRST YEAR TOTAL COST</u>	\$ _____
D. <u>SECOND YEAR TOTAL COST</u>	\$ _____

E. THIRD YEAR TOTAL COST

\$ _____

TOTAL THREE YEAR CONTRACT COST (Items C-E)

\$ _____

ADDENDUM # 2

**REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES
SPECIFICATION NO. 18-01/LM-2018 -01**

DATE: January 4, 2018

ISSUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT
1605 East Burnley St. Camarillo, Ca. 93010
(805)-482-5396 Phone; (805)482-7591 Fax

**PROJECT: REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE
SERVICES SPECIFICATION NO. 18-01**

ISSUED to: For Distribution to Bid Proposers

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted below.

This Addendum consists of three (3) pages and the modifications to the document noted below.

A. CLARIFICATION OF BID DOCCUMENT (Submittals), PAGE 18, Faithful
Performance Bond Form & PAGE 19-20, Labor and Material Bond
Payment Form

This amendment changes the Faithful Bond requirements. Instead of the original multi-year bond requirement, the District has decided to accept a renewable annual bond for the term of the contract. This bond will be required to be renewed annually and contractor must provide the District with a new bond certificate from the surety company a minimum of thirty (30) days prior to the expiration of the current bond. If this bond requirement is not met, immediate cause for termination of contract agreement would be enforced.

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, (“District”), has awarded to _____, as Contractor (“Principal”), a Contract for the work entitled and described as follows **LANDSCAPE MAINTENANCE SERVICES**;

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

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

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

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

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

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 AND PARK DISTRICT, (“District”), has awarded to _____, as Contractor (“Principal”), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, or subcontractor 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 Principal and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, 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____.

_____ **PRINCIPAL**

_____ **SURETY**

ADDRESS OF SURETY

CITY

STATE

ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

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

TO: BOARD OF DIRECTORS

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

DATE: February 7, 2018

**SUBJECT: APPROVAL AND AWARD OF THE CONTRACT
AGREEMENT BETWEEN THE DISTRICT AND
BRIGHTVIEW LANDSCAPE INC. FOR LANDSCAPE
MAINTENANCE AND JANITORIAL SERVICES FOR
PLEASANT VALLEY FIELDS SPORTS COMPLEX**

RECOMMENDATION

It is recommended that the Board approve and award the contract agreement between the District and Brightview Landscape Services Inc. for landscape maintenance and janitorial services at Pleasant Valley Fields Sports Complex.

BACKGROUND

Prior to the completion of the Pleasant Valley Fields project, staff completed an analysis comparing the equipment capital outlay and use of in-house staff with the use of contractual services to maintain the new 55-acre site. The analysis identified that contractual maintenance provided not only an elimination of capital outlay, but also a lower cost for the service delivery required at the site. Staff then advertised for RFP's for the project, interviewed and selected ValleyCrest (now known as Brightview) Landscape Maintenance as the service provider.

In November 2009 the District entered into a three (3) year contract with ValleyCrest Landscape Maintenance for landscape and turf management services at Pleasant Valley Fields. In November of 2012 the District and ValleyCrest Landscape agreed to extend the period of the agreement for an additional 24 months. At that time District staff negotiated a 5% decrease in the contract fee. This decrease resulted in approximately \$13,000 annual savings. Then in 2014, District staff negotiated a three-year amended contract extension with a 4% decrease in the contract fee and added janitorial cleaning of the restrooms. This decrease resulted in an additional \$10,000 annual savings plus District staff time.

In November 2017, the contract with Brightview Landscape Care Inc. expired. At that time an agreement between the District and Brightview Landscape Care was made to continue landscape services on a month to month basis until a new contract was awarded.

On Thursday, December 8th the District initiated the Request for Proposal (RFP) process for Landscape Maintenance and Janitorial Services for Pleasant Valley Fields Sports Complex. Staff advertised the RFP in the local paper and solicited invitations to bid with past bidding vendors by phone. The RFP requested that contractors provide a cost breakdown for the following:

1. Landscape Maintenance (as identified in exhibits D&E of the RFP)
2. Softball Field Set-up / Drag, Water, and Line (Base extended monthly price on 40 field set-ups)
3. Restroom Janitorial Service

A Mandatory Pre-Bid Meeting was held on December 19th. The current contractor (Brightview) was the only vendor that attended. Then on Thursday, January 11, 2018 at 2:00pm the District closed the RFP submission period and took receipt of one (1) RFP submittal from Brightview Landscape Services Inc. for landscape maintenance and janitorial services.

ANALYSIS

Brightview Landscape Services Inc. was the only company that attended the mandatory pre-bid meeting, qualifying them for the opportunity to submit a proposal for the landscape and janitorial service RFP for Pleasant Valley Fields. Staff reviewed Brightview’s proposal and had determined that Brightview Landscape Services Inc, met the criteria to be re-considered as the contractor for maintenance at Pleasant Valley Fields. After completing the RFP package review, staff scheduled and held an interview meeting with the representative from Brightview Landscape services Inc. During the interview staff explained the contractual performance requirements, five-day notice triggers, and non-compliance actions. Mr. Greg Santamaria (Brightview’s Area Branch Manager) assured staff that he was confident in his company’s ability to supply the services indicated at the prices identified. At the close of the meeting staff reiterated the performance requirements and the District’s expectations in completing those requirements.

The interview and review of the final proposal, along with their long and good standing partnership with the District by providing landscape maintenance services since 2009 at Pleasant Valley Fields, identify Brightview Landscape Services Inc. as the recommended contractor for the level of service requested and required.

Brightview’s Proposal Pricing Comparison							
Park Area & Restroom Facility	Current Pricing	Year 1 Proposed	% Difference	Year 2 Proposed	% Difference	Year 3 Proposed	% Difference
Landscape Maintenance	\$19,710.14	\$22,450.00		\$23,552.50		\$24,730.12	
Softball Field setup (40 Set-ups)	\$704.40	\$650.00		\$682.50		\$716.63	
Restroom Maintenance		\$850.00		\$892.50		\$937.12	
Monthly Total	\$20,414.54	\$23,950.00	17.31%	\$25,127.50	4.92%	\$26,383.87	5.00%
Annual Total	\$244,974.48	\$287,400		\$301,530		\$316,606.44	

The FY 2017-2018 Parks Operating Budget identifies \$415,596.00 in the Professional Services Landscape Maintenance line item. Of this amount, staff had allocated \$253,236 annually (\$21,103.00 monthly) for the Pleasant Valley Fields Landscape Maintenance and Janitorial contract. The contract being proposed would be \$23,950 per month which is an increase of

\$2,847 per month and a total of \$14,235 for the remainder of the fiscal year. Currently, there is \$415,596 allocated in the FY 2017-2018 budget for contract maintenance for all parks.

ALTERNATIVES

The Board may choose to not take the recommended action on this item. The alternative actions available are:

- Reject Brightview's proposal and re-initiate the Request for Proposal (RFP) process for contractual services. The impact would be a time delay which would require Brightview to maintain the facility on a month-to-month basis.
- Allow the contract to expire and to initiate in-house maintenance of the site. This action would require the District to invest in both capital out-lay for equipment as well as additional staffing.

FISCAL IMPACT

If the Board approves and awards the contract to Brightview Landscape Services Inc., the total cost for the three (3) year term of the contract would be \$905,536.44 amortized over the term of the contract. The FY 2017-2018 Parks Operating Budget identifies \$415,596.00 in the Professional Services Landscape Maintenance line item. There would be \$14,235 that would need to be re-allocated for the continuation of contractual Maintenance services at the Pleasant Valley Fields Sports Complex.

RECOMMENDATION

It is recommended that the Board approve and award the contract agreement between the District and Brightview Landscape Services Inc. for landscape maintenance and janitorial services at Pleasant Valley Fields Sports Complex.

ATTACHMENTS

- 1) Professional agreement/contract (77 pages)

Brightview

**PLEASANT VALLEY RECREATION AND PARK
DISTRICT**

REQUEST FOR PROPOSALS

FOR

**LANDSCAPE MAINTENANCE AND JANITORIAL
SERVICES FOR PLEASANT VALLEY FIELDS SPORTS
COMPLEX**

SPECIFICATION NO. 18-02



**RFP RELEASE DATE:
December 11, 2017**

**PROPOSALS DUE:
2:00 P.M.
Thursday, January 11, 2018**

**DELIVER PROPOSALS TO:
Administrative Office
Pleasant Valley Recreation and Park District
1605 E. Burnley Street, Camarillo, CA 93010
Phone (805) 482-1996**

TABLE OF CONTENTS

Page No.

NOTICE INVITING PROPOSALS..... 3

PROPOSAL DOCUMENTS

General Requirements 7
Proposal Form 10
Proposer’s Certification..... 14
Reference List..... 15
Equipment List..... 16
Performance Bond 17
Payment Bond..... 18

CONTRACT SERVICES AGREEMENT

Agreement..... 20
Exhibit A – Scope of Services A-1
Exhibit B – Special Requirements B-1
Exhibit C – Schedule of Compensation..... C-1
Exhibit D – Schedule of Performance D-1
Exhibit E – Technical Provisions E-1

Parks Inspection Checklist Appendix “1”

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTICE INVITING PROPOSALS FOR
LANDSCAPE MAINTENANCE SERVICES**

1.1 ANNOUNCEMENT

The Pleasant Valley Recreation and Park District (District) is soliciting proposals from qualified firms to provide all labor, services, materials, equipment, and to perform work for weekly landscape maintenance and janitorial services for Pleasant Valley Fields Sports Complex per the attached Proposal Terms and Conditions and Specifications.

1.2 PROCEDURES INVITING PROPOSALS

Submitted proposals shall comply with the procedures set forth in the GENERAL REQUIREMENTS of these documents.

The RFP documents may be obtained from the Parks Department office located at 480 Skyway Drive, Camarillo, California, (805) 482-1996, for a copy fee of \$0.25 per page or on the District website for free at: www.pvrpd.org.

1.3 SUBMISSION OF PROPOSALS

Requirements for the RFP are enclosed. In order to be considered in the selection process, interested parties shall submit one (1) original and four (4) copies of their proposal no later than **Thursday, January 11, 2018 at 2:00 pm**. No late proposals will be accepted. The original proposal shall be submitted in loose leaf format (unbound and unstapled). The four (4) copies of the proposal may be stapled. Proposals shall be submitted in a sealed envelope to:

Pleasant Valley Recreation and Park District
Administrative Office
1605 E Burnley St.
Camarillo, CA 93010

PROPOSAL – DO NOT OPEN

Please note that FAXED RESPONSES WILL NOT BE ACCEPTED.

1.4 FORM AND STYLE OF PROPOSALS

Proposals must be prepared on the forms provided with the PROPOSAL DOCUMENTS herein and must be in compliance with the GENERAL REQUIREMENTS described herein. Proposers shall not change the wording of the forms except as required by any Addendum issued by the District.

1.5 TERM OF A CONTRACT FOR SERVICES

The term of the contract will be for a three (3) year period from February 12, 2018 to the termination date of February 11, 2021 with the option to renew for up to a maximum of two (2)

Pleasant Valley Recreation and Park District - Request for Proposals
Landscape Maintenance Services 18-02 (PV Fields Sports Complex)

additional two (2)-year periods for a combined maximum of seven (7) years. The optional renewal shall be at the District's sole discretion. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the District, an amendment to the Agreement will be presented to the District Board to extend the term.

1.6 CONTRACTOR'S LICENSE

At the time of "Award of Contract", the Contractor must have a valid California State Contractor's License with a classification of "C-27" in accordance with Provisions of Chapter 9, Division 111, Sections 7000 through 7145 of the Business and Professions Code of the State of California.

1.7 AFFIRMATIVE ACTION

The District hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

1.8 PRELIMINARY AWARD OF CONTRACT SCHEDULE

The following dates reflect the anticipated schedule for proposal solicitation, selection of Consultant and award of contract.

- | | |
|--|--|
| • Solicit Proposals for Services | December 11, 2017 |
| • Mandatory Job Walk | December 19, 2017 |
| • Proposals Due | January 11, 2018 |
| • Review Proposals | January 15, 2018 |
| • Interviews (if needed) | January 22 & 23 rd , 2018 (week of) |
| • Recommend Award to District Board | February 7, 2018 |
| • Issue Notice of Award/ Notice to Proceed | February 12, 2018 |
| • Contract Commences | February 26, 2018 |

1.9 RIGHT TO REJECT PROPOSAL(S)

The District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals or in the proposal process should it deem this necessary for the public good. The District also reserves the right to reject the proposal of any Proposer that has been delinquent or unfaithful in any former contract with the District. No Proposer may withdraw its proposal for a period of **sixty (60) days** after the date from the opening thereof. If the District cancels or revises this RFP all firms invited to participate in the process shall be notified in writing.

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of the Proposal pursuant to this RFP, or to procure or contract for work.

All proposals submitted in response to this RFP become the property of the District, and will ultimately become public records available for public review. The District reserves the right to request additional information or clarification during the evaluation process.

1.10 WAGES

Contractor shall pay prevailing wages in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance for Ventura County. (Refer to Exhibit "B" - Special Requirements Item 19 for additional information).

1.11 MANDATORY JOB WALK

There will be a mandatory job walk with the Park Services Manager and/or Field Crew Representative on **Tuesday, December 19th, 2017 at Pleasant Valley Fields Sports Complex** located at 200 Westpark Court, Camarillo, California 93012. All contractors shall meet **promptly at 9:30 am** at the parking lot located at the western end of the park. Proposers must participate in the walk-through inspection and familiarize themselves with any conditions that may affect performance and proposal prices. Any proposal received from a business that did not attend this walk-through meeting will be considered non-responsive and rejected.

1.12 SPECIAL REQUIREMENTS FOR WORK ON SCHOOL PREMISES

None. This project does not involve work on school premises.

1.13 CONTRACTOR'S EXAMINATION OF SITE

Each contractor shall examine carefully each site of the proposed work and the contract documents herein. It will be assumed that the contractor has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract and specifications.

1.14 EXECUTION OF CONTRACT; SUFFICIENCY OF INSURER AND SURETIES

The contractor to whom award is made shall execute a written contract with the District on the form agreement provided below and shall provide proof of all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the District the following documents:

- (a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; 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 deliver these documents by the time of execution of the agreement shall require the District to refrain from entering the agreement, as contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as

required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond's validity.

1.15 INSURANCE

The contractor shall not commence work under the agreement until he has secured all insurance required. All insurance issued in compliance with this section shall be issued in the form and by an insurer or insurers satisfactory to and first approved by the District in writing. **Certificates of insurance in the amounts required shall be furnished by the Contractor to the District within fifteen (15) days from the date of written notice of the award and prior to commencement of the work.**

1.16 EMERGENCY INFORMATION

The names and telephone numbers of the contractor and its representatives shall be filed with the Department of Parks prior to beginning work to ensure contractor availability and response as required for emergency landscape repairs or remediation.

1.17 OTHER PERMITS, FEES, AND LICENSES

The Contractor shall, prior to the start of work, **possess a valid City of Camarillo business license, State of California C-27 landscape Contractor's license and a pesticide applicators/operators certificate** for the duration of the contract.

Park Services Manager

Date

**PLEASANT VALLEY RECREATION AND PARK
LANDSCAPE MAINTENANCE SERVICES**

GENERAL REQUIREMENTS

1. Each proposer is instructed to carefully examine all of the Proposal Documents which will form a part of the agreement; namely, the Request for Proposals, including these General Requirements, the Contract Services Agreement and all revisions or addenda setting forth any modifications or interpretations of any of said documents.
2. Each proposer is required to become familiar with the Scope of Services and requirements of the services to be performed pursuant to the Contract Services Agreement. The District will assume that each proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, all work sites, and the materials and equipment to be furnished.
3. The undersigned fully understands the Scope of Services attached to the Contract Services Agreement and has checked carefully all words and figures inserted in his/her Proposal Documents and he/she further understands that the District will in no way be responsible for any errors or omissions in the preparation of the proposal.
4. Proposals shall be made on the forms (Proposal Documents) provided by the District. Each proposal shall be signed by an authorized representative of the proposer and shall guarantee compliance with all contract documents or, in the alternative, list any exceptions taken to the contract documents.
5. Complete proposals must be submitted to the District's Office located at 1605 E Burnley Street, Camarillo, California 93010 on or before the date and time specified in the Request for Proposals.
6. The fee proposal shall be submitted in a separate, sealed envelope.
7. Proposals shall include a list of cities, counties or other public agencies for which the proposer has provided landscape maintenance services during the past five (5) years. Said list shall include the current name and telephone number of the proposer's contact person. A proposer must have a current (within past two years) landscape maintenance service contract with a local municipality of equivalent size and equivalent landscape services to be deemed a qualified company.
8. Proposals shall include a list of equipment that will be used for landscape maintenance used at Pleasant Valley Fields.
9. Proposals will be evaluated on the basis of:
 - a. Qualifications of the proposer
 - b. References

Pleasant Valley Recreation and Park District - Request for Proposals
Landscape Maintenance Services 18-02 (PV Fields Sports Complex)

- c. Proposed Fee -The District need not select the lowest cost proposal, but may choose according to what is in the best interest of the District. Awards shall be made to the lowest responsive and responsible proposer whose proposal is determined to be the most advantageous to the District.
 - d. Completeness of the proposal and compliance with the required format.
 - e. Understanding of general park procedures and requirements as per the Public Contract Code, and any additional procedures explained during the Mandatory Job Walk.
 - f. Experience in landscape servicers for similar sized projects.
 - g. Experience and qualifications of the proposer, its work force members and stability of the firm.
10. Upon receipt of the submittals, the District may select the most qualified proposer in a “one-step” process or may conduct interview(s) with some of the proposers. The proposed fee shall be submitted under separate, sealed cover. The District may/will negotiate a final scope and fee with the most qualified consultant as determined by District staff in its sole discretion.
 11. Upon completion of the evaluation and selection process the District’s Park Supervisor will make a recommendation to the District Board regarding the award of the contract.
 12. The District is not obligated to award a contract and reserves the right to reject all proposals.
 13. Following the award of the contract, a Landscape Maintenance Services Agreement, substantially in the form attached hereto, shall be executed by and between the selected contractor and the District. Each proposer must review the attached Agreement carefully as it contains many details and requirements not set forth in these General Requirements or elsewhere.
 14. The undersigned shall execute the Landscape Maintenance Services Agreement and furnish the certificates of insurance after notice acceptance of the proposal by the District and prior to commencing services.
 15. The contract shall commence February 12, 2018 and end on February 11, 2021 with annual renewal options as described above.
 16. The District desires a fair, equitable, competitive and timely contract award. Therefore, from the time the District issues the Request For Proposals and until the District Board receives District Staff’s recommendation for contract award, all contact with the District shall be through:

Matthew Parker
 District Park Supervisor
 Pleasant Valley Recreation and Park
 1605 E. Burnley St. Camarillo, CA 93010
 Telephone: (805) 482-1996 ext. 302
 mparker@pvrrpd.org

Pleasant Valley Recreation and Park District - Request for Proposals
 Landscape Maintenance Services 18-02 (PV Fields Sports Complex)

During this period of restricted contact any attempt by a proposing contractor, its representative or agent to contact, lobby or make a representation to a member of the District Board, or any other official, employee, or agent of the District, other than the designated District contact, will be grounds for disqualification. It is the responsibility of each proposer to make its own estimates prior to submitting its proposal and to base its proposal cost on its own estimates or assessments. Each proposer shall examine carefully the facilities of the proposed maintenance work. The submission of a proposal shall be prima facie evidence that the proposer has investigated and is satisfied that it understands the conditions to be encountered.

17. All proposals shall include the following executed documents, signed by people authorized to bind the proposer, to be submitted with each written proposal.
1. General Requirements (signed)
 2. Proposal and Proposer's Certification (pages 10-17 in this RFP)
 - a. Statement of Experience (References' List)
 - b. Equipment List
 - c. Statement of Transition Plan
 - d. Faithful Performance Bond (see Bonding Requirements in section 15 of Notice of Invitation of Proposals on page 4)

We have read and understand the General Requirements of the Pleasant Valley Recreation and Park District's Request for Proposal for Landscape Maintenance Services.



SIGNATURE

1-10-18

DATE

Scott Godfrey/VPGM

NAME/TITLE (PRINT)



SIGNATURE

1-10-18

DATE

Frank Annino/Senior VPGM

NAME/TITLE (PRINT)

BrightView Landscape Services

COMPANY

2910 Sherwin Ave Ventura CA 93003

ADDRESS

Pleasant Valley Recreation and Park District - Request for Proposals
Landscape Maintenance Services 18-02 (PV Fields Sports Complex)

805-642-9300

TELEPHONE NUMBER

Greg Santamaria

CONTACT PERSON

Pleasant Valley Recreation and Park District - Request for Proposals
Landscape Maintenance Services 18-02 (PV Fields Sports Complex)

ADDENDUM # 1

**REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE AND
JANITORIAL SERVICES SPECIFICATION NO. 18-02/LM-2018 -02**

DATE: January 2, 2018

ISSUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT

1605 East Burnley St. Camarillo, Ca. 93010

(805)-482-5396 Phone; (805)482-7591 Fax

**PROJECT: REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE
SERVICES SPECIFICATION NO. 18-01**

ISSUED to: For Distribution to Bid Proposers

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted below.

This Addendum consists of five (4) pages and the modifications to the document noted below.

- A. CLARIFICATION OF BID DOCUMENT (Submittals) PAGE 10 -11
Proposal Form, PROPPSAL FOR LANDSCAPE MAINTENANCE SERVICES
& PAGE 44-45, EXHIBIT "C" SCHEDULE OF COMPENSATION

This amendment to the RFP modifies the Proposal forms and Exhibit "C" allowing for 1,2, and 3 year annual pricing for the 3 year term of contract. This change is designed to help bidders, bid competitively while allowing for annual adjustments to mitigate forecasted CIP increases.

COMPANY NAME: BrightView Landscape Services

**PROPOSAL FOR
LANDSCAPE MAINTENANCE SERVICES**

The undersigned hereby submits this Proposal for Landscape Maintenance Services and stipulates thereto as follows:

1. FAMILIARITY WITH AGREEMENT REQUIREMENTS

The undersigned declares that he/she has carefully examined the location of the proposed services and Scope of Services, that he/she has examined the General Requirements and Contract Services Agreement of the Pleasant Valley Recreation and Park District and all related documents.

2. BASIC CONTRACT

The undersigned hereby proposes to furnish all labor, equipment, tools and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance Agreement as shown in the Contract Services Agreement. The following are monthly amounts and are to be paid to the proposer in equal monthly payments.

<u>A. PARK AREA & RESTROOM FACILITIES</u>	ITEM COST PER MONTH (YEAR ONE)	ITEM COST PER MONTH (YEAR TWO)	ITEM COST PER MONTH (YEAR THREE)
1. Landscape Maintenance (as identified in exhibits D&E)	\$ 23,265.87	\$ 23,963.85	\$ 24,682.77
2. Softball Field Set-up / Drag, Water, and Line (Base extended monthly price on 40 field set-ups)	\$ 704.40	\$ 725.53	\$ 747.30
3. Restroom Janitorial Service	\$ 1,545.50	\$ 1,591.87	\$ 1,639.63
4. TOTAL MONTHLY COST (A.1-A.3)	\$ 25,515.77	\$ 26,281.25	\$ 27,069.70

Pleasant Valley Recreation and Park District - Request for Proposals
Landscape Maintenance Services 18-02 (PV Fields Sports Complex)

COMPANY NAME: BrightView Landscape Services

B.	<u>TOTAL ANNUAL COST (First Year)</u>	\$ 306,189.24
C.	<u>TOTAL ANNUAL COST (Second Year)</u>	\$ 315,375.00
D.	<u>TOTAL ANNUAL COST (Third Year)</u>	\$ 324,836.40

TOTAL (3) YEAR COMBINED ANNUAL COST IN WORDS (B - D):

nine hundred forty six thousand four hundred sixty four cents **DOLLARS**

\$ 946,400.64_{MP}

3. EXTRA WORK

Extra Work as defined in the Agreement shall be at the following rates. These rates can be used for additions to, or deletions from the Agreement.

	ITEM		UNIT COST	
1.	Turf Mowing by walking mower	\$	.006	/sf.
2.	Turf Mowing by riding mower	\$	.001	/sf.
3.	Turf Edging and Trimming	\$	.018	/sf
4.	Turf Aeration			
	A. Core aeration – power driven or tractor-pulled	\$	.12	/ac
	B. Solid tine – per acre (using ½” tine)	\$	.12	/ac
5.	Fertilization			
	A. Turf Areas granular fertilizer for turf per acre			
	B. Shrub Areas – planter beds per 1,000 sf.	\$	.02	/sf
	C. Ground Cover Areas - planter beds per 1,000 sf.	\$	.02	/sf
6.	Turf Renovation (site preparation, seeding and top dressing)	\$	.23	/sf
7.	Turf Sod - Furnish and Install	\$	1.35	/sf
8.	Thatch Removal – cost per acre	\$	.19	/sf
9.	Turf Sod – Furnish and Install	\$	1.35	/sf
10.	Drag, Water, and Line Softball Infields	\$	.05	/sf
	Weed Control – Cost per 1,000 sf		20	
	Weed Control – Cost per acre		900	
	Herbicide Application			
	A. Pocket Gophers	\$	.5	/sf.
	B. Ground Squirrels	\$	.5	/sf.
11.	Steam Clean/Pressure Wash Hardscape	\$	.10	/sf
12.	Areas (sidewalks, patios)			
	Steam Clean/Pressure Wash Litter/Trash	\$	.10	/sf
13.	Receptacles			
	Steam Clean/Pressure Wash Picnic Tables	\$	.15	/sf
14.	Steam Clean/Pressure Wash Benches	\$	.15	/sf
15.	Steam Clean/Pressure Wash District Entry Signs	\$	.15	/sf
16.	Clean and Pressure Wash Tennis Courts – per court			
17.	Plant Material - Furnish and Install			
	A. 1 Gallon Plant	\$	11	/ea.
	B. 5 Gallon Plant	\$	30	/ea.
	C. 15 Gallon Plant	\$	115	/ea.
	D. Flat of Groundcover	\$	35	/ea.
	E. Flat of Color Annuals	\$	30	/ea.
	F. Flat of 4” Potted Annuals	\$	35	/ca.

Pleasant Valley Recreation and Park District - Request for Proposals
Landscape Maintenance Services 18-02 (PV Fields Sports Complex)

- | | | | |
|-----|--|---------|------|
| G. | 15 Gallon Tree - Standard Trunk\ | \$ 125 | /ea. |
| H. | Sod Replacement (Hybrid Bermuda GN1)
sq. ft. | \$ 2.50 | |
| I. | 15 Gallon Tree - Multi-Trunk | \$ 135 | /ea. |
| | 24" Box Tree - Standard Trunk | \$ 425 | /ea. |
| 18. | Irrigation - Furnish and install | | |
| A. | 1" Brass Valve Installed w/box & lid | \$ 400 | |
| B. | One 1 1/2" Brass Valve Installed w/box & lid | | |
| | | \$ 475 | |
| C. | 100' Trench 18" deep maximum pipe to 1" diameter | \$ 80 | |
- All installed irrigation and plant material shall have a one (1) year guarantee for replacement.
The undersigned hereby respectfully submits this proposal, including all required attachments.
- | | | | |
|-----|---|-------|-----|
| 19. | Labor Rates | | |
| A. | Supervisor (day-to-day supervision) | \$ 65 | /hr |
| B. | Maintenance Worker | \$ 40 | /hr |
| C. | Irrigation Repair Specialist | \$ 70 | /hr |
| D. | Pesticide Operator | \$ 50 | /hr |
| E. | General Laborer | \$ 40 | /hr |
| F. | Equipment Operator (riding mower,
tractor, dump truck, etc.) | \$ 65 | /hr |
| G. | Heavy Equipment Operator | \$ 85 | /hr |

Abbreviation: sf = square feet ac = acre ea. = each hr = hour cy = cubic yard

4. PROPOSER'S CERTIFICATION

The undersigned is prepared to satisfy the District Board of the Pleasant Valley Recreation and Park District of its ability, financially or otherwise, to perform the contract for landscape maintenance services for the Pleasant Valley Recreation and Park District in accordance with the Contract Documents.

Name of Company BrightView Landscape Services

Address 2910 Sherwin Ave Ventura CA 93003

Business Telephone Number 805-642-9300

Company organized under the laws of the state of CA

By: [Signature] dated: _____
President or Owner

By: [Signature] dated: _____

Pleasant Valley Recreation and Park District - Request for Proposals
Landscape Maintenance Services 18-02 (PV Fields Sports Complex)

COMPANY NAME: BrightView Landscape Services

STATEMENT OF EXPERIENCE

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

BrightView Landscape Services

PROPOSER'S NAME _____ COMPANY NAME _____

2910 Sherwin Ave Ventura CA 93003

BUSINESS ADDRESS _____

805-642-9300

BUSINESS TELEPHONE NUMBER _____

greg.santamaria@brightview.com

BUSINESS E-MAIL ADDRESS _____

1. List contracts of a similar type - either currently held or held within the past ten (10) years.

<u>PERIOD OF CONTRACT (FROM/TO)</u>	<u>PUBLIC AGENCY/COMPANY</u>	<u>CONTACT NAME AND PHONE NUMBER</u>	<u>CONTRACT TYPE</u>	<u>CONTRACT AMOUNT</u>
1/2001-Present	City of Santa Barbara	Andrew Rhodes 805-897-2621	Landscape Maintenance	\$95,000/annually
2/2004-Present	City of Goleta	Bob Morgenstern 805-961-7561	Landscape Maintenance	\$100,000/annually
1/2006-Present	City of Duarte	Troy Wittenbrock 626-357-7931	Landscape Maintenance	\$267,000/annually
2/2014-Present	City of Malibu	Jesse Bobbett 310-456-2489 x225	Landscape Maintenance	\$185,000/annually
8/2017-Present	City of Agoura	Zach Miller 818-597-7367	Landscape Maintenance	\$485,00/annually

Date 1-10-18


SIGNATURE OF CONTRACTOR _____

Name: Scott Godfrey

Title: VPGM

State Contractor's License #: 266211

Pleasant Valley Recreation and Park District - Request for Proposals
Landscape Maintenance Services 18-02 (PV Fields Sports Complex)

COMPANY NAME: BrightView Landscape Services

LIST OF EQUIPMENT

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

BrightView Landscape Services

PROPOSER'S NAME

COMPANY NAME

2910 Sherwin Ave Ventura CA 93003

BUSINESS ADDRESS

805-642-9300

BUSINESS TELEPHONE NUMBER

greg.santamaria@brightview.com

BUSINESS E-MAIL ADDRESS

List equipment owned by the quoting firm or sub-contractors that is available for use on this contract. Provide type, make and model year. Use additional sheets if necessary.

Toro Reel Mower 4000D Groundmaster 360 ryan Lawnaiere aerator Toro Sand Pro

Lely Spreader Toro Workman Club Car Carryall

Date 1-10-18


SIGNATURE OF CONTRACTOR

Name: Scott Godfrey

Title VPGM

State Contractor's License #: 266211

Pleasant Valley Recreation and Park District - Request for Proposals
Landscape Maintenance Services 18-02 (PV Fields Sports Complex)

COMPANY NAME: BrightView Landscape Services

STATEMENT OF TRANSITION PLAN

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

BrightView Landscape Services

PROPOSER'S NAME _____ COMPANY NAME _____

2910 Sherwin Ave Ventura CA 93003

BUSINESS ADDRESS _____

805-642-9300

BUSINESS TELEPHONE NUMBER _____


greg.santamarla@brightview.com

BUSINESS E-MAIL ADDRESS _____

Proposer shall describe in full its plan for the transition from the existing force and how they intend to operate that transition in a smooth, workmanlike manner. Attach more pages as necessary.

We will continue to do the things we are currently doing well now. And look to improve areas which warrant it.

Date 1-10-18


SIGNATURE OF CONTRACTOR
Name Scott Godfrey
Title VPGM
State Contractor's License #: 266211

ADDENDUM # 2

**REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE AND
JANITORIAL SERVICES FOR PLEASANT VALLEY FIELDS SPORTS
COMPLEX**

DATE: January 4, 2018

ISSUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT

1605 East Burnley St. Camarillo, Ca. 93010

(805)-482-5396 Phone; (805)482-7591 Fax

**PROJECT: REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE
SERVICES SPECIFICATION NO. 18-01**

ISSUED to: For Distribution to Bid Proposers

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted below.

This Addendum consists of three (3) pages and the modifications to the document noted below.

**A. CLARIFICATION OF BID DOCUMENT (Submittals), PAGE 18. Faithful
Performance Bond Form & PAGE 19-20. Labor and Material Bond
Payment Form**

This amendment changes the Faithful Bond requirements. Instead of the original multi-year bond requirement, the District has decided to accept a renewable annual bond for the term of the contract. This bond will be required to be renewed annually and contractor must provide the District with a new bond certificate from the surety company a minimum of thirty (30) days prior to the expiration of the current bond. If this bond requirement is not met, immediate cause for termination of contract agreement would be enforced.

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **LANDSCAPE MAINTENANCE SERVICES**;

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

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

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

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

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

_____ 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 AND PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, or subcontractor 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 Principal and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, 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____.

_____ PRINCIPAL

_____ SURETY

ADDRESS OF SURETY

CITY

STATE

ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

SAMPLE

PLEASANT VALLEY RECREATION AND PARK DISTRICT

CONTRACT SERVICES AGREEMENT FOR

LANDSCAPE MAINTENANCE SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the Pleasant Valley Recreation and Park District, a municipal corporation ("District"), and _____ ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction.

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

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars (\$ _____) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than _____.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. _____ is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The District's General Manager is hereby designated as the representative of the District authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

5.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate and no less than \$2,000,000 for products/completed operations aggregate.

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

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of N/A insurance in an amount not less than \$ N/A per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the District.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the District, its officers, employees and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by District.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class

VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District and the District's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 **RECORDS AND REPORTS**

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and

Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by District for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the District's sole risk and without liability to Contractor and the District shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation

and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

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

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest: District. No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest: Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District Clerk's office. Accordingly, should the District Manager determine that Contractor will be performing a specialized or general service for the District and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the District's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and

that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District Manager and to the attention of the Contract Officer, Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

DISTRICT:
PLEASANT VALLEY RECREATION AND
PARK DISTRICT,
a municipal corporation

By: _____
Board Chair

ATTEST:

District Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, General Counsel

CONTRACTOR:
[insert company name here]
a [California corporation]

By: _____
Name: [insert name here]
Title: [insert title]

By: _____
Name: [insert name here]
Title: [insert title]

Address: [insert address]
[insert address]
[insert address]
[insert address]

EXHIBIT "A"

SCOPE OF SERVICES

The following sets forth the requirements for this landscape maintenance services agreement for the Pleasant Valley Fields Sports Complex located at 200 Westpark Court, Camarillo, California 93012.

Contractor agrees to perform all services listed herein to provide complete and proper maintenance for the premises listed below. Contractor shall also provide all necessary equipment to perform all services and all other necessary safety equipment to comply with OSHA and all other applicable requirements for these services. All equipment must be used in a safe manner. Contractor shall furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance required for maintenance of parks, landscaped areas, and associated facilities which shall include but is not limited to:

Park Sites

- Turf Management (routine mowing, trimming, fertilizing, and watering)
- Hardscape Management (routine sweeping, litter and trash removal, and pressure washing)
- Shrub/Pruning & Groundcover areas (routine weeding, cultivation, fertilization and pruning)
- Irrigation - Operation and Maintenance (includes parts and labor for daily irrigation wear and tear)
- Ball-diamond Maintenance (off season maintaining, pre-season rehabilitation, sports period maintenance)
- Building/Restrooms (routine trash removal including trash bags) Toilet paper and hand soap will be provided by the owner for contractor to install,
- Weed Abatement and Trash Receptacles

Maintenance of Parks, Landscape Areas and Associated Facilities

Contractor shall provide at his own cost and risk all labor, equipment, materials, supplies, tools, and transportation including but not limited to: hauling, dumping, fertilizers, insecticides, herbicides, chemicals, mulch, seed, chalk, brick dust, wood chips, decomposed granite, light bulbs, irrigation controller batteries and all other labor, equipment, materials, supplies, tools and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to: turf areas, irrigation systems, planter areas, trees, shrubs, play equipment, park furniture, drinking fountains, barbecues, sand play areas, drain lines, sidewalks, ball fields, driveways/aprons, ditches, catch basins, gutters, curb drains, exterior lighting, park accessories, trash containers, restroom stocking and maintenance, and all other area(s) listed in Exhibit "A".

The above requirement that Contractor shall furnish all labor, materials, tools, equipment, and incidentals and perform all of the services involved in executing this Agreement includes all aspects of irrigation.

Work shall be performed in accordance with professional standards accepted in the industry in a workmanlike manner and in accordance with the standards, requirements and criteria set forth in the Special Requirements (Exhibit "B") and Technical Provisions (Exhibit "E").

Irrigation

All facility areas shall be irrigated as required to maintain adequate growth and appearance of all areas subject to this Agreement subject to all applicable drought restrictions. Irrigation shall be accomplished in accordance with local water authority guidelines. Irrigation maintenance shall include but not be limited to: operation of the system (both potable and non-potable water), adjustments, repairs, modifications, improvements, all components (from connection at meters, including but not limited to: controllers, remote control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, moisture-sensing devices, and all related equipment), and other irrigation maintenance work as required.

Work by District Forces

Notwithstanding any provisions contained elsewhere in this Agreement, the District reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this Agreement, with its own labor and equipment and/or through a third party.

1. MATERIALS, EQUIPMENT, AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the parks facilities. These supplies and materials shall include, but are not limited to:

- (A) All necessary top dressing, mulch, seed, water surfactants and humectants, fertilizers, herbicides, fungicides, herbicides, brick dust, wood chips, decomposed granite, chemicals, amendments, tree stakes, restroom stock, fasteners, rodent control devices, et cetera.
- (B) All parts necessary for the repair and proper maintenance of all irrigation systems.
- (C) All trash bags, (routine trash removal including trash bags and all cleaning materials used for cleaning of the restrooms,) Toilet paper and hand soap will be provided by the owner for contractor to install,

2. LANDSCAPE IMPROVEMENTS

The construction of sidewalks, turf areas, play equipment, and irrigation system installations, when necessary, may be requested to be undertaken by Contractor and shall be on a negotiated price basis provided, however, the District shall have the option to seek bids for such work and may award this work to others.

3. CONTRACTOR STAGING AREA

The District will provide an area for staging equipment and vehicles used to perform all services required under the Agreement.

4. CONTRACTOR VEHICLES AT DISTRICT PARKS

Contractor is permitted to drive vehicles within District Parks as needed while performing services, Contractor must park all vehicles in designated parking areas only. If Contractor damages any turf or buildings they are responsible for replacing it back to original condition.

EXHIBIT "B"

SPECIAL REQUIREMENTS

1. LEVEL OF MAINTENANCE

(A) All work shall be performed in accordance with the Service Level Standards in the Technical Provisions (Exhibit "E") at established frequencies so as to maintain the aesthetic appearance, safety, usefulness and play ability/usability of parks, landscape areas, and maintenance of associated facilities to standards acceptable to the District. Frequencies are indicated for some of the tasks described in the Schedule of Performance (Exhibit "D"). Some higher use areas may require greater frequencies than those indicated in the Service Level Standards in order to provide the minimum required standard service level.

(B) The District shall make routine inspections of all facility areas included in this Agreement and shall advise Contractor of any deficiencies noted. The results of each inspection shall be recorded and retained for reference. The Parks Inspection Checklist, Appendix "1" of this Agreement, shall be used to evaluate the Contractor's performance.

The Contractor shall compensate the District for all time required for any re-inspection and related supervision as a result of noted deficiencies providing that compensation shall be charged at a rate including actual time, fringe benefits, and mileage costs incurred by the District.

PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST

PARK NAME: _____ LOCATION: _____

S	M	T	W	TH	F	S

INSPECTOR: _____ DATE: _____

Item to be Checked (Use the following page to record a brief description of the necessary repairs)	OK	Date Corrected	Deficiency Noted
Turf Conditions			
1. Dry or hot spots / Wet spots			
2. Holes filled in / Gophers / Trash cleaned			
Walkways			
1. Even walking surface, clear of debris			
2. Raised concrete or asphalt			
Tree Condition			
1. Low hanging branches / dead limbs			
Pavilions			
1. Clean / free of graffiti			
2. Faucets, hose bibs, no leaks			
Sport Courts			
1. Clean and blown off			
Benches/Tables			
1. Clean and free of graffiti / no sharp edges			
2. Painted and free of splintering			
Drinking Fountains / BBQ's			
1. Clean and in working order / no sharp edges			
2. No, rust spots, or holes			
Fencing			
1. Good Condition, no openings, sharp edges, top/bottom not			
OTHER CONCERNS: List them on a back sheet of this paper			
1.No Concerns			
2.Problem Fixed			
3.Potential Concerns			
4.Broken / Degraded			
5.Work Order Generated			
6.Requires Immediate Attention			

(C) Notices and penalties for non-performance are set forth as follows:

1) Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by District.

2) Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.

3) District's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment in accordance to Section 1 (B) listed above.

4) Description of Deficiencies

- Performance deficiency. Examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.
- Failure to comply with minimum District-defined manpower requirements. Deduction of \$100 per employee per workday.
- Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative. May result in a deduction of up to \$250 per instance per workday.
- Failure to protect public health and/or correct safety concerns. These include, but are not limited to, policing District property for hazards, responding to emergencies, providing adequate traffic control measures (per M.U.T.C.D. Guidelines). May result in a deduction of up to \$250 per occurrence.
- Failure to comply with water restrictions imposed by the Water Authority. May result in a deduction of up to \$250 per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.
- Major irrigation deficiencies shall be repaired within 12 hours and are subject to a deduction up to \$250 per occurrence.

The Contractor's representative shall contact the District on a weekly basis for notification of any special maintenance item(s) requiring correction.

2. CONTRACTOR'S EMPLOYEES

(A) Uniforms and Clothing

1) The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material and style.

2) The Contractor's employees shall, when working on medians or in other vehicle traffic areas, be required to wear orange safety vests over their uniforms.

3) The Contractor's employees shall wear hard-soled shoes at all times while on duty. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.

(B) Work Force; Background Checks

The Contractor must employ sufficient, appropriately licensed, personnel to perform all work as described in Technical Provisions (Exhibit "E").

The determination of adequacy in the number of Contractor's personnel will be made by the Parks Supervisor or his/her representative and will be based upon performance or nonperformance in each case. Upon written notification from the District the Contractor shall assign additional personnel within two work days. Continued nonperformance may result in removing that item or facility area from the terms of this Agreement. Serious nonperformance will be considered Contractor default.

1) Parks - The Contractor shall provide maintenance for Parks Areas in conformance with Technical Provisions (Exhibit "E"). Said maintenance shall begin at 7:00 a.m. and shall be provided seven (7) days a week. Park buildings and restrooms shall be maintained daily seven (7) days per week as described in Technical Provisions (Exhibit "E"), Part 8.

(C) Contractor's Representative

The Contractor shall have present at all times when performing maintenance activities, an on-site representative who speaks fluent English, whose duty shall be to supervise and coordinate maintenance operations as they occur. This on-site representative shall carry, during work hours, a cell phone for communication. The District shall be advised in writing of the number for this phone.

(D) Reporting

Contractor or his representative shall meet with the Contract Officer or his representative on a regular bi-weekly basis and at such other times as may be required by the District to review the performance of the contract and to discuss any problems or matters as determined by the District.

The Contractor shall submit a weekly performance report, including a schedule for the following 2 weeks, to the District.

(E) Emergency Services

Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.

3. EXTRA WORK

In the event of facility damage or facility failure where landscape repair, sprinkler repair, or other facility repair or reconstruction may be required, the District may invite or solicit as extra work, major repair or minor construction activities from Contractor.

Extra work is defined as work requested by the District in addition to the services required of Contractor under this Agreement, such as: replacement of plant materials due to failures beyond the Contractor's control and/or repairs or replacements due to vandalism or Acts of God. Should the incident require an expeditious response, the District shall have the option to pay for all such additional work with either a negotiated fee or a time and materials basis fee.

Contractor shall obtain written approval from the Contract Officer prior to proceeding with any extra work except for emergency repairs. Contractor shall submit a written proposal to the District when extra work is required or requested by the District. The District reserves the right to have any extra work completed by other contractors or District forces.

Contractor shall be responsible for the cost of any extra work as a result of the Contractor's negligence as determined by the Contract Officer in his sole discretion.

4. DAMAGES

Upon authorization by the Contract Officer, the Contractor will be reimbursed for the repair or replacement of any District-owned property, whether real or personal, which is damaged or destroyed through vandalism or fire or which disappears by an unknown cause.

Where public safety is affected Contractor shall make immediate equipment repairs or removals and shall report such repairs or removals within one (1) hour to the Contract Officer.

Any work performed by the Contractor, as described in this Section 4, shall be considered as extra work and shall be paid for as "Extra Work" under these specifications.

5. FACILITY OUT OF USE

In the event any park area or District facility is not usable for any reason, including acts of nature or vandalism, the Contract Officer may declare, for the purpose of maintenance, that an emergency condition exists and that the facility is out of use. In such event, contract services may be temporarily suspended on a twenty-four (24) hour notice.

Contractor shall not be compensated for any park area or District facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or District facility is partially declared out of use, District and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

6. CHEMICAL CONTROL

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the State Department of Health Services, the Department of Industrial Relations and all other agencies which govern the use and application of chemicals required in the performance of the work to be provided pursuant to this Agreement. The term "chemicals" shall include but not be limited to: fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants and repellants. Contractor shall apply spray chemicals when air currents are still, preventing drifting onto adjoining property whether or not they are in, or near, the project.

The Contractor shall submit a list of all chemical fertilizers, herbicides or pesticides proposed for use under this contract for approval by the Parks Supervisor. Contractor shall submit a schedule to the Contract Officer outlining date, location and chemical type/analysis to be performed at least fifteen (15) days prior to the week of work. Said schedule must be approved by the Contract Officer before the work is undertaken.

A pollution prevention plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.

7. WATER CONSERVATION

Contractor shall be responsible for establishing watering time lengths for manual and automatic irrigation systems. Watering time lengths shall be adjusted based upon weather, usage, plant material type, soil condition, shade and output volume of water by the irrigation head type. Contractor shall keep watering equipment (pipe, valves, irrigation heads, irrigation controllers) in good working order. The District shall be promptly notified of any

water leaks. No watering shall occur when it is raining nor shall watering conflict with pre-scheduled sports activities.

Contractor shall minimize the use of water during maintenance operations. The Contractor shall comply with all applicable requirements of the National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP) as established and adopted by the District. In keeping with the municipal NPDES requirements, washing down equipment is discouraged. The Contractor shall not permit any trash, debris, vegetative trimmings, fugitive soils or organic materials to be discharged through sweeping, blowing or other means to any street, gutter, drainage structure, storm drain or waterway, flowing or not. In no case shall the Contractor use water to rinse or flush chemicals of any kind from equipment or a facility area into either a storm drainage or sanitary sewage system.

8. SOUND CONTROL REQUIREMENTS

Contractor shall comply with all County and District sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to this Agreement, and shall make every effort to control any undue noise resulting from its operations.

No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 8:00 a.m. and after 7:00 p.m. or such other time as directed by the Parks Supervisor.

Each internal combustion engine used for any purpose while performing the landscape maintenance services or related to landscape maintenance services shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler. Said noise level requirement shall be applied to all equipment used or related to providing landscape maintenance services, including, but not limited to, tracks, transit mixer, or transit 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 the public or Contractor's personnel.

9. AIR POLLUTION

Contractor shall comply with all Ventura County air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to this Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. Material to be disposed of shall not be burned.

10. REMOVAL AND DIVERSION OF DEBRIS

Contractor shall promptly remove all debris accumulated as a result of maintenance operations and shall not allow any debris to remain on the public street or other public property after 4:00 p.m. on the day on which debris is generated.

Debris is defined as leaves, branches, paper and all foreign matter, etc. Grass clippings are not to be removed from the landscape. Removal, diversion, and disposal of debris shall be performed at no additional cost to the District and shall be considered to be included as part of the Contractor's proposal price.

Contractor shall divert grass/turf clippings from landfilling by using mulching mowers specifically designed to mulch grass/turf clippings and redeposit the mulched material back on the landscape. Contractor shall mulch all grass/turf clippings and report the acreage mowed and the frequency at which it is mowed to the District in accordance with Section 6.0, Records and Reports, of the Agreement. Remaining green waste (organic material) such as leaves, twigs, etc. shall be separated from foreign matter (inorganic material) such as paper, glass, plastic, etc. Said green waste shall be separated from foreign matter and diverted from landfilling.

All green waste produced as a result of Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed. Weight slips shall be delivered to the Parks Supervisor, or his designee, as proof of final disposal.

11. AUTHORITY OF THE PARK SUPERVISOR

The Park Supervisor or his/her authorized representative shall be the determining authority with respect to all issues regarding the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work. Whenever Contractor's designated supervisor is not present for any part of the work where it may be desired that he give direction, orders within the scope of these specifications may be given by the Park Supervisor or his/her authorized representative, and Contractor shall instruct its staff to follow these orders as though they had been issued by Contractor.

12. SUSPENSION OF CONTRACT

If, at any time, in the opinion of the District, Contractor has failed to supply an adequate workforce, or equipment of proper quality, or has failed in any other respect to execute the work with the diligence and force specified and intended in and by the terms of this Agreement, notice thereof, in writing, shall be served upon Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with this Agreement, as directed by the Park Supervisor or his/her authorized representative, within the time specified in such notice, the District Board may suspend this Agreement. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the District may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the conduct of the work and for the completion thereof; or may employ the necessary workmen, substitute other parties to perform the work required under this Agreement; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for in such a manner, as the District Board may deem proper or the District Board may annul and cancel the Agreement and related work. Any excess cost arising there from over and above the contract price shall be charged against the Contractor and his sureties from liability for failure to fulfill this Agreement.

The Contractor and his sureties shall be credited with the amount of money so forfeited toward all excess cost over the operations of this Agreement and the completion of the work by the District as above provided.

13. LAWS TO BE OBSERVED

Contractor shall keep itself and its employees and agents fully informed of, and ensure that all work and services are provided in compliance with, all Federal and State laws, and all municipal ordinances and regulations of the District which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdictions or authority over the same.

Contractor shall comply with all applicable provisions of the Federal law, State law, and the Camarillo Municipal Code including those relating to illicit discharges.

Contractor shall be aware that sections of the Irrigation systems are supplied with Recycled Water. All labor and installations shall be performed in accordance with the rules and regulations of the California Department of Public Health, and all laborers shall be appropriately trained and licensed to work on non-potable water systems.

14. INCLEMENT WEATHER

Contractor shall not work or perform any operations during inclement weather which may destroy or damage ground cover or turf areas. Contractor shall contact the Contract Officer for the determination of non-operation conditions.

15. WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (10C, 18A, 18C)] for Ventura County. Refer to www.dir.ca.gov/dlsr/pwd for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Camarillo Parks office. Contractor further understands and agrees as follows:

A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)

B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)

C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)

D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.

E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §§1860 and 3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)

F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the District harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

16. SURETIES AND INSURANCE

Contractor shall provide the District with a Faithful Performance Bond and a Labor and Material Bond (Payment Bond) within fifteen (15) days from the date of written notice of the award and before commencement of any work under this Agreement as described in the Request for Proposal for Landscape Maintenance Services.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the District the following documents:

- (a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; 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 deliver these documents by the time of execution of this Agreement shall require the District to refrain from entering the Agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond's validity.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

The monthly and annual compensation for the initial three years of the contract term will be the rates set forth below which shall not be increased. Should the District exercise its option to one or both of the two-year optional extensions, the parties will negotiate any compensation adjustments applicable during such extension term, which must be memorialized in an amendment to this Agreement.

Contractor shall furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with the Agreement at the following price:

<u>I. PARK AREA & RESTROOM FACILITIES</u>	ITEM COST PER MONTH (YEAR ONE)	ITEM COST PER MONTH (YEAR TWO)	ITEM COST PER MONTH (YEAR THREE)
1. Landscape Maintenance (as identified in exhibits D&E)	\$ 23,265.87	\$ 23,963.85	\$ 24,682.77
2. Softball Field Set-up / Drag, Water, and Line (Base extended monthly price on 40 field set-ups)	\$ 704.40	\$ 725.53	\$ 747.30
3. Restroom Janitorial Service	\$ 1,545.50	\$ 1,591.87	\$ 1,639.63
4. TOTAL MONTHLY COST (A.1-A.3)	\$ 25,515.77	\$ 26,281.25	\$ 27,069.70

ADDENDUM # 1

**REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE AND
JANITORIAL SERVICES SPECIFICATION NO. 18-02/LM-2018 -02**

DATE: January 2, 2018

ISSUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT

1605 East Burnley St. Camarillo, Ca. 93010

(805)-482-5396 Phone; (805)482-7591 Fax

**PROJECT: REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE
SERVICES SPECIFICATION NO. 18-01**

ISSUED to: For Distribution to Bid Proposers

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted below.

This Addendum consists of five (4) pages and the modifications to the document noted below.

- A. CLARIFICATION OF BID DOCCUMENT (Submittals), PAGE 10 -11,
Proposal Form, PROPPSAL FOR LANDSCAPE MAINTENANCE SERVICES
& PAGE 44-45, EXHIBIT "C" SCHEDULE OF COMPENSATION

This amendment to the RFP modifies the Proposal forms and Exhibit "C" allowing for 1,2, and 3 year annual pricing for the 3 year term of contract. This change is designed to help bidders, bid competitively while allowing for annual adjustments to mitigate forecasted CIP increases.

COMPANY NAME: BrightView Landscape Services

B.	<u>TOTAL ANNUAL COST (First Year)</u>	\$ 306,189.24
C.	<u>TOTAL ANNUAL COST (Second Year)</u>	\$ 315,375.00
D.	<u>TOTAL ANNUAL COST (Third Year)</u>	\$ 324,836.40

TOTAL (3) YEAR COMBINED ANNUAL COST IN WORDS (B - D):

nine hundred forty six thousand four hundred and sixty four cents **DOLLARS**

\$ 946,400.64 MP

EXTRA WORK

Extra Work shall be at the following rates. These rates can be used for additions to or deletions from the Agreement.

	ITEM	UNIT COST
1.	Turf Mowing by walking mower	\$ _____ /sf
2.	Turf Mowing by riding mower	\$ _____ /sf.
3.	Turf Edging and Trimming	\$ _____ /sf
4.	Turf Aeration	\$ _____ /sf.
5.	Steam Clean/Pressure Wash Hardscape Areas (sidewalks, patios)	\$ _____ /sf
6.	Steam Clean/Pressure Wash Litter/Trash Receptacles	\$ _____ /sf
7.	Steam Clean/Pressure Wash Picnic Tables	\$ _____ /sf
8.	Steam Clean/Pressure Wash Benches	\$ _____ /sf
9.	Steam Clean/Pressure wash District Entry Signs	\$ _____ /sf
10.	Fertilization	
	A. Turf Areas	\$ _____ /sf
	B. Shrub Areas	\$ _____ /sf
	C. Ground Cover Areas	\$ _____ /sf
		\$ _____ /sf
11.	Drag, Water & Line Softball Infield	
12.	Turf Renovation (site preparation, seeding and top dressing)	\$ _____ /sf
13.	Turf Sod - Furnish and Install	\$ _____ /sf
14.	Plant Material - Furnish and Install	
	A. 1 Gallon Plant	\$ _____ /ea.
	B. 5 Gallon Plant	\$ _____ /ea.
	C. 15 Gallon Plant	\$ _____ /ea.
	D. Flat of Groundcover	\$ _____ /ea.
	E. Flat of Color Annuals	\$ _____ /ea.
	F. Flat of 4" Potted Annuals	\$ _____ /ea.
	G. 15 Gallon Tree - Standard Trunk	\$ _____ /ea.
	H. 15 Gallon Tree - Multi-Trunk	\$ _____ /ea.
	I. 24" Box Tree - Standard Trunk	\$ _____ ea.
15.	irrigation	\$ _____ ea.
	A. 1" Brass Valve Installed w/box & lid	\$ _____ ea.
	B. One 1 1/2" Brass Valve Installed w/box & lid	\$ _____ ca.
	C. 100' Trench 18" deep maximum pipe to 1" diameter	\$ _____ ea.

16.	Labor Rates		
A.	Supervisor (day to day supervision)	\$ _____	/hr
B.	Streetscape Maintenance Worker	\$ _____	/hr
C.	Irrigation Repair Specialist	\$ _____	/hr
D.	Pesticide Operator	\$ _____	/hr
E.	General Laborer	\$ _____	/hr
F.	Light Equipment Operator (riding mower, Tractor, dump truck, etc.)	\$ _____	/hr
G.	Heavy Equipment Operator	\$ _____	/hr

All installed irrigation and plant material shall have a one (1) year guarantee for replacement.

Weed Removal/Abatement

Upon the option and written authorization from District, Contractor shall cut and remove grass/weed material growing on various park lots. This would be in conjunction weed abatement program managed by the District.

A.	Tractor Mounted Mower with Operator	\$ _____	/sf
B.	Walking Mower with Operator	\$ _____	/sf
C.	Power String Trim – edging	\$ _____	/lf
D.	Power String Trim - weed cutting	\$ _____	/sf
E.	Remove and Dispose of Material after cutting	\$ _____	/cy

Abbreviation: sf = square feet lf = lineal feet ea. = each hr = hour cy = cubic yard

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The initial term of this Agreement shall be for three years, commencing on the contract effective date. There shall be two (2) additional two-year extension options, at the sole discretion of the District. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the District, the parties shall enter an amendment to this Agreement.

Level of Service

The following are the service levels required for each of the maintenance tasks to be provided by Contractor. All service levels apply to the associated facilities and parks, landscape areas included in Exhibit "A".

Daily service levels are designated as Monday through Friday (M-F) or Monday through Sunday (7 days per week).

1) Turf Management

- (a) Mowing
- (b) Turf edging & trimming
- (c) Recreation Turf
- (d) Renovation
- (e) Turf irrigation
- (f) Litter & leaf pick-up
- (g) Turf fertilization
- (h) Aeration

Service Level

- Once a week any day of the week or M-F
- Once a week any day of the week or M-F
- Daily (M-F)
- As directed by District
- Daily 7 Days per week
- As needed
- Three times annually - chemically balanced
- Eight (8) times annually

2) Hardscape Management

- (a) Parking Lots
- (b) Picnic Shelters
- (c) Walkways & patios
- (d) Play areas, sand areas
- (e) Parking Area Sweeping

Service Level

- Inspected daily (M-F), including curbs, sweeping
Once Monthly
- Includes garbage cans emptied (daily 7 days per week), table tops steam cleaned/pressure washed, once weekly (M-F)
- Cleared daily (M-F)
- Inspections and rake thoroughly (daily 7 days per week), and "screen clear" filter the sand (once weekly M-F)
- Monthly

3) Trees, Shrubs & Ground Cover Areas

- (a) Shrub Maintenance
- (b) Ground Cover (weeding)
- (c) Cultivation

Service Level

- As needed
- Weekly
- As needed

(d) Pruning Monthly /or as deemed necessary by District designee

4) Watering / Irrigation

- (a) Irrigation equipment
- (b) Head adjustment
- (c) Broken heads
- (d) Flow restrictions
- (e) Control valves
- (f) Controller Progress

Service Level

Inspect once a week (M-F)
Maintain properly
Repair as needed
As indicated
Adjust as needed
Adjust as needed

5) Park and Other Equipment

- (a) Play equipment
- (b) Picnic tables & benches
- (c) Trash Containers
- (d) Lighting
- (e) Drinking fountains
- (f) Opening Parks (2) –

Service Level

Inspect daily (7 days per week)
Inspect daily (7 days per week)
Emptied, cleaned or replaced as needed
Inspect weekly
Inspect/maintain five (5) days a week (M-F)
Open all park gates daily (7 days per week)

6) Ball Fields

- (a) Skin infield
- (b) Inspections
- (c) Fencing
- (d) Bleachers & player benches

Service Level

Machine dressed & watered daily (7 days per week per scheduled use)
Daily (M-F), includes filling in holes and top-dressing
Inspect weekly to ensure fabric is secured
Inspect daily (M-F) & maintain for safety

7) Parks Buildings Management

- (a) Buildings
- (b) Bathrooms

Service Level

Exterior Inspected daily (7 days per week). Report graffiti daily as needed. Garbage cans emptied daily (7 days per week).
Inspected and cleaned daily (7 days per week). Report graffiti daily as observed. Clean fixtures and stock with paper products as needed daily (7 days per week).

Working Time Limits

All work shall be performed between the hours of 7:00 a.m. and 3:30 p.m., Monday through Sunday, and as otherwise specified in this Agreement. The majority of maintenance tasks shall be completed Monday through Friday. Some maintenance tasks and "as needed" frequency may require Saturday and Sunday work by Contractor as specified by the District. The District reserves the right to adjust hours.

Coordination of Activities

Contractor shall coordinate work with the District to prevent conflict with District recreation programs, activities and events occurring at District facilities maintained by the Contractor.

Weekly Reporting and Maintenance Schedules

Contractor shall make weekly contact with the Parks Supervisor or his designee to discuss work level and effort, as well as maintenance performance. Contractor shall provide the District with a weekly log sheet showing the names, dates, and hours worked of all employees for the previous week, on the following Monday.

Contractor shall deliver weekly (Monday through Sunday) maintenance schedules identifying specific job tasks and the frequencies of performance each day of the scheduled period to the Park Supervisor no later than the Wednesday prior to the start of the scheduled weekly maintenance.

EXHIBIT "E"

TECHNICAL PROVISIONS – SERVICE LEVEL STANDARDS

The following pages describe the Service Level Standards of the maintenance tasks that Contractor is responsible for. These Service Level Standards shall apply to all facilities and areas included in Exhibit "A".

1. TURF MANAGEMENT

- a) Mowing - The Contractor shall be responsible for mowing and edging all turf grass areas. An approved-reel type mower shall be used on all sports turf areas. All mowers must be used exclusively at the park or adequately cleaned and sterilized prior to use, to prevent undesirable weed specie intrusion(s). Turf grass shall be maintained and mowed at a height determined by specie as listed below:

Bermuda - ½ - 1"
Tall Fescue - 2 - 3"

Mowing shall normally occur once a week during the growing season to maintain the proper height. Mowing schedules may need to be adjusted during the soccer season for field preparation. Mowing direction shall be rotated. No more than one-third (1/3) the leaf blade shall be cut at one time to maintain proper turf height(s). All turf areas shall be cleaned of all debris prior to mowing operations. If required the contractor shall be responsible for removing grass clippings after the turf is mowed.

- b) Turf Edging and Trimming - Turf edging and trimming shall be performed once per week concurrently with mowing. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent an overgrowth. Edging shall not be done by chemical methods. Chemical spraying shall not be permitted around the base of trees in turf areas. Weed whipping shall only be used when tree guards are present and removal of soil does not occur around the base of the tree. All edged turf areas shall be cleaned (swept) to complete the edging function within the same workday as edging and trimming is performed.
- c) Recreation Turf - These areas shall be inspected daily (7 days per week) for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.
- d) Renovation - Post soccer season top dressing shall occur one time per year on a schedule approved in advance by the Park Services Manager. Topdressing material and rates shall be per agronomic recommendations consistent with soils analysis. Additionally Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.
- e) Thatch Removal -
The Contractor shall be responsible for the removal and disposal of thatch build-up in the sod layer one time per year. The Park Services Manager shall be notified with a written schedule one month prior to the date of thatch removal commencement. Thatch removal

EXHIBIT "E"

TECHNICAL PROVISIONS – SERVICE LEVEL STANDARDS

The following pages describe the Service Level Standards of the maintenance tasks that Contractor is responsible for. These Service Level Standards shall apply to all facilities and areas included in Exhibit "A".

1. TURF MANAGEMENT

- a) Mowing - The Contractor shall be responsible for mowing and edging all turf grass areas. An approved-reel type mower shall be used on all sports turf areas. All mowers must be used exclusively at the park or adequately cleaned and sterilized prior to use, to prevent undesirable weed specie intrusion(s). Turf grass shall be maintained and mowed at a height determined by specie as listed below:

Bermuda - ½ - 1"

Tall Fescue - 2 - 3"

Mowing shall normally occur once a week during the growing season to maintain the proper height. Mowing schedules may need to be adjusted during the soccer season for field preparation. Mowing direction shall be rotated. No more than one-third (1/3) the leaf blade shall be cut at one time to maintain proper turf height(s). All turf areas shall be cleaned of all debris prior to mowing operations. If required the contractor shall be responsible for removing grass clippings after the turf is mowed.

- b) Turf Edging and Trimming - Turf edging and trimming shall be performed once per week concurrently with mowing. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent an overgrowth. Edging shall not be done by chemical methods. Chemical spraying shall not be permitted around the base of trees in turf areas. Weed whipping shall only be used when tree guards are present and removal of soil does not occur around the base of the tree. All edged turf areas shall be cleaned (swept) to complete the edging function within the same workday as edging and trimming is performed.
- c) Recreation Turf - These areas shall be inspected daily (7 days per week) for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.
- d) Renovation - Post soccer season top dressing shall occur one time per year on a schedule approved in advance by the Park Services Manager. Topdressing material and rates shall be per agronomic recommendations consistent with soils analysis. Additionally Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.
- e) Thatch Removal -
The Contractor shall be responsible for the removal and disposal of thatch build-up in the sod layer one time per year. The Park Services Manager shall be notified with a written schedule one month prior to the date of thatch removal commencement. Thatch removal

EXHIBIT "E"

TO CONTRACT SERVICES AGREEMENT (PV Fields Sports Complex)

Page E-1

shall be performed with a power-driven thatching/ verti-cutting knives. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. Over seeding and topdressing shall be required at the contractor's expense were thinning of sod has occurred. The Park Services Manager shall determine the top-dressing and seed application rate.

- f) Turf Irrigation - Turf irrigation shall be managed through automated controls and manual operation using sprinkler heads properly spaced and adjusted for uniform application. Application shall be at a rate corresponding to climate, soil type and cultural requirements of the turf species.
- g) Litter and Leaf Pick-up - Litter and leaf pick-up shall be performed as needed to maintain a neat and clear appearance.
- h) Turf Fertilization - The Contractor shall fertilize the sports turf grass a minimum of eight (8) times a year on a schedule to be approved in advance by the Park Services Manager. Ornamental turf shall be fertilized four (4) times per year. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of one (1) pound actual nitrogen per thousand square feet per application. Fertilizer spreading shall be accomplished using a rotary and/or drop spreader. Invoices for the applications shall be delivered to the Parks Division within one week following application.
- i) Fertilizer - Rates and analysis are for proposal purposes only. Actual formulas and rates shall be based on two (2) soils reports. The District shall collect and deliver the samples to an approved soils lab and pay for the actual lab costs.
- j) Soil Aeration - The Contractor shall be responsible for soil aerification for sports turf grass areas eight (8) times per year. Ornamental turf shall be aerified one time per year. Aerification shall be done with 1/2 to 3/4 inch with a power driven or tractor-pulled coring tine. All surface material shall be removed the same day as the aerification. The Parks Supervisor shall be notified with a written schedule one month prior to the date of aerification commencement. Extreme care shall be used to identify sprinkler heads, valve boxes, and other in-ground equipment prior to aeration (this shall be done using wire/plastic marking flags). All plugs shall be broken to satisfaction of District by dragging and/or by rotary mower immediately after aeration.

2. PEST MANAGEMENT

- a. The Contractor shall be responsible for the control and elimination of weeds, insects, rodents, and diseases negatively affecting plant material or causing an unsafe physical environment.

b. Integrated Pest Management (IPM)

It is the intent of the District to minimize the use of chemical pest control. To meet this intent, the Contractor shall develop an Integrated Pest Management Plan (IPM). This plan shall be submitted within 90 days of the start of maintenance. The IPM plan shall contain the following components:

- Identify and implement cultural practices that will assist in controlling pest problems, i.e. aerification, thatching, pruning, fertilization, and irrigation schedules that do not enhance conditions conducive to pest growth.
- The evaluation of the common pest problems and a sustainable long-term management plan to eliminate, or manage them at an acceptable level.
- Damage thresholds that will be used to determine pest control methods and establish when pesticide use will be acceptable.
- Identify a monitoring program that will provide information related to pest populations to more effectively monitor, identify, and establish control methods.

c. Chemical Pesticide Application

The Contractor shall possess all permits and licenses required by the State of California, Department of Pesticide Regulation, prior to the application of any pesticide. Copies of all state licenses and permits to apply pesticides shall be provided to the District prior to beginning any pest control operations. These shall include, but not be limited to, state licensed certified applicator, licensed state Agricultural Pest Control Advisor written recommendation(s), county monthly use reports, and state Agricultural Pest Control Business License/maintenance gardener. Any pesticide used shall be listed on the State of California, Department of Pesticide Regulation approved list and submit all pesticide use reports to the Ventura County Agricultural Commissioner. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. The Contractor shall notify the Parks Services Manager three days prior to application of pesticides. All applications of pesticides shall be made under the direct control of a licensed pesticide operator/applicator. Upon completion of the application, the Contractor shall submit to the Parks Services Manager a copy of all monthly pesticide use reports. An indication dye shall be used when applying any pesticide.

3. WEED CONTROL

All turf grass areas shall be evaluated and treated for weed control on a schedule and with a method approved in advance by the Parks Services Manager. Kikuyu and other invasive grasses, and broadleaf plants in lawn areas are considered weeds. All planter beds, turf and hardscape areas shall be kept weed free at all times. Weeds shall be removed within two days of emergence. Weed control shall be based on the approved IPM program submitted to the District.

EXHIBIT "E"

TO CONTRACT SERVICES AGREEMENT (PV Fields Sports Complex)

Page E-3

Hand weeding by mechanical means shall be the approved method for weed control. All chemical applications must be approved by the Park Services Manager in writing prior to applications.

All fence lines, light standard bases, tree wells, buildings and structures shall be free of all weeds at all times

4. HARDSCAPE MANAGEMENT

(a) Parking Lots - All parking lots shall be inspected daily (M-F) for litter and trash pick-up, broken glass or other safety hazards. Wheel stops, signs, gates and barricades shall be checked weekly and repaired or serviced as needed. All curb areas shall be swept once a week and the entire parking once monthly. All weeds growing in cracks shall be removed weekly.

(b) Picnic Shelters - Picnic shelter surfaces shall be inspected daily (7 days per week) for litter and trash pick-up. Garbage cans shall be emptied daily and as often as may be required. All surfaces including tabletops shall be steam cleaned/pressure washed as needed.

(c) Walkways and Patios - All walkways and patios shall be kept clean of litter, debris and dirt. Areas that are close to building entry areas shall be cleaned as needed to keep the area free from litter and blown-in soil. Graffiti shall be reported to the District immediately. All walkways and patios shall be steam cleaned/pressure washed as needed.

5. TREES, SHRUBS AND GROUND COVER AREAS

(a) Shrub Maintenance - All shrubbery plantings shall be pruned in a natural method. No shearing shall be done unless shrubbery planted is intended to be formal. Pruning shall be completed at times that culturally allow natural flowering. Shrub planting areas shall be kept free at all times of litter and weeds. Shrub planters shall be mulched and cultivated to promote healthy plants and minimize water needs. Application of pesticides shall be completed only on non-windy days and prior to 9:00 a.m. All shrub areas shall be fertilized four (2) times annually to promote maximum foliage and flowers.

(b) Ground Cover - All ground cover areas shall be kept at all times free of weeds and litter. Weed control shall be accomplished through a balanced program of pre-emergent and post-emergent chemical application and mechanical or hand removal. Ground cover areas shall be pruned to maintain a minimum four inches (4") of clearance behind edges of curbs, sidewalks, and turf areas. Ground cover areas shall be fertilized four (4) times annually to promote tight growth, flowers, foliage and healthy plants. The application of pesticides shall occur as needed on non-windy days and prior to 9:00 a.m.

(c) Tree Maintenance The Contractor shall provide proper watering of all trees. Whether done by automated irrigation systems, manually with the use of hoses or water tank. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Pruning and trimming of trees shall be limited to removal and disposal of any

dead and/or broken branches and sucker growth located in or on the tree, and any branches hanging 10 feet or lower over sidewalks, pedestrian access areas, or roadways. Emergency work and/or safety clearance pruning maybe authorized by the Parks Services Manager or his designee. All work shall conform to Pruning Standards of Western Chapter ISA and these specifications. In all cases the District's representative shall have complete and sole discretion in determining conformance and acceptability of trees pruned by the Contractor. Pruned trees rejected by the District's representative shall be excluded from payment, or redone at no cost, to the satisfaction of the District's representative.

(d) Tree Protection – Use of weed whackers or other equipment in a manner that scores or otherwise damages the bark of a tree, such as may cause girdling, is specifically prohibited. Should the Contractors operations result in tree girdling, the tree will be remedied to the satisfaction of the District's representative, up to and including the removal of the damaged tree and replacement with a mature boxed tree equivalent to the damaged tree. This removal and replacement will be at no additional cost to the District.

6. WATERING/IRRIGATION

Irrigation shall be performed as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs, quick couplers, skinner lines and/or drip systems, potable tank water system, in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times to ensure the health of all plants, and to minimize inconvenience to people using the area. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk, and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The Contractor shall check the effect of the watering program weekly. At least once every two weeks, this review shall consist of probing in at least one area covered by each sectional valve and ascertaining the anticipated water requirements and adjusting the system or watering schedule accordingly. The irrigation tech shall sign and date a controller log indicating a system test was performed. This log shall note any problems and their correction date.

Particular attention shall be given to avoid exceeding the soil absorption rate. Where more water is required than can be applied at one time, Contractor shall set the automatic timer for repeat cycles at short intervals to satisfy the water demand. In no case shall the holding capacity of the soil be exceeded to allow run-off of water to go to waste. All irrigation controllers shall be turned off during periods of rain by the Contractor, and turned on and reprogrammed at the completion of each rainy period. Where computer controllers are used (RainMaster EagleI), the Contractor shall input the schedule into the RainMaster website. Where computer control is not present, irrigation schedules shall be provided using a standard spreadsheet acceptable to the District. Schedules shall include duration, frequency, and timing for each controller and valve. Valve type and location shall also be identified.

Irrigation schedules shall be provided on a schedule as determined by the Park Services Manager.

The Contractor shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts, excluding phone lines and electric pedestals and meters. Included in the system are irrigation controllers, remote control valves and boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, pumps, backflow devices and vandal proof enclosures. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. The District will replace irrigation controllers and vandal-proof enclosures, which are beyond economic repair. All supplies, equipment, and parts shall be provided at the Contractor's expense. All replacement parts shall be with same model/type. Substitutes must have prior approval from the Park Services Manager. The Contractor is required to adjust the height of sprinkler heads in turf and groundcover areas to ensure proper coverage. Excavating around sprinkler heads in order to assure proper coverage from sprinklers is strictly prohibited.

Vandal proof enclosures for backflow and controllers shall be chipped of rust and dirt and painted with two coats of an epoxy exterior paint a minimum of 1 x per year in November or as required to maintain good working order and appearance.

- (a) Irrigation Equipment – All irrigation equipment (including but not limited to pipes, heads, valves and controllers) shall be inspected for proper operation and adjustment once each week.
- (b) Head Adjustment – All sprinkler head adjustment shall be adjusted to eliminate spray onto hard surfaces immediately.
- (c) Broken Heads – All broken sprinkler heads and risers shall be repaired immediately.
- (d) Flow Restrictions – The sprinklers heads located on the low end of a line shall have flow restrictors placed under them to eliminate line drain-down.
- (e) Control Valves – Control valves shall be adjusted as needed to allow proper closing and to eliminate leakage.
- (f) Controller Progress – All irrigation controller programs shall be adjusted as frequently as necessary to maintain proper precipitation rates. When raining, controller programs shall be placed in the “rain mode” or turned off.

7. PARK AND OTHER EQUIPMENT

- (a) Play Equipment - All play equipment shall be inspected daily (Sunday-Saturday) for unsafe/hazardous conditions. All unsafe/hazardous conditions and/or damage are to be reported to the District's contract officer immediately. All play equipment shall be inspected daily (Sunday-Saturday) by Contractor with a written weekly summary of the daily inspections with any corrective measures noted. Said written weekly inspection shall be provided to District by Contractor.

(b) Picnic Tables and Benches - All picnic tables and benches shall be inspected daily (Sunday-Saturday) for unsafe/hazardous conditions. Picnic tables and benches shall be inspected daily by Contractor with any corrective measures noted. Said written weekly inspection shall be provided to District by Contractor. All unsafe/hazardous conditions and/or damage are to be reported to the District's contract officer immediately.

(c) Trash Containers - All trash containers shall be emptied daily (7 days a week) and more frequently as necessary. A minimum 1.7 mill thick disposable liner shall be placed in each trash container at the time each container is emptied. Containers used in picnic and common areas shall be washed (exterior and interior) as needed and exteriors shall be cleaned and wiped down daily with a disinfectant. All trash containers shall be pressure washed/steamed cleaned once per month.

(d) Drinking Fountains - All exterior drinking fountains shall be inspected seven (7) days a week. Inoperable drinking fountains shall be reported immediately by Contractor.

8. BALL FIELDS

(a) Skinned Infield - The skinned infields shall be machine and hand dressed and watered once daily, (7 days per week per scheduled use), during the active play season. Off-season machine dressing and watering shall occur once each week. Once every three (3) months the infield shall be scarified to a three (3) inch depth, leveled, watered and compacted. Home plate and pitchers rubber shall be replaced annually. Bases shall be replaced twice per year.

(b) Inspections - Daily (7 days per week) inspections shall occur. All holes or depressions at home plate, pitchers plate, bases or elsewhere on the infield shall be filled in. Turf areas shall be repaired seeded and top-dressed immediately.

(c) Fencing - All chain link fencing shall be inspected on a weekly basis to insure all fabric is properly tied to supports and that no wires have unraveled causing wire protrusions.

(d) Bleachers and Player Benches - All bleachers and player benches shall be inspected daily (M-F) for unsafe/hazardous conditions. Boards, bolts, brackets and related elements of bleachers and player benches shall be kept free of splinters and cracks, properly tightened, painted or sealed and cleaned. Painted bleachers and player benches shall be painted once annually. Damaged and/or missing elements shall be repaired/replaced immediately by Contractor. All bleachers and player benches shall be inspected daily by Contractor with a written weekly summary of the daily inspections with any corrective measures noted. Said written weekly inspection shall be provided to District by Contractor.

9. PARKS BUILDING MANAGEMENT

(a) Building - All buildings exteriors shall be checked daily (7 days per week). Contractor shall report graffiti daily as observed to the Park Supervisor.

(b) Bathroom – All bathrooms shall be inspected daily (7 days per week), toilets, urinals and wash basins shall be scoured once per day, and paper goods shall be restocked as needed. Garbage cans shall be emptied and all areas shall be cleaned daily (7 days per week). Contractor shall report graffiti daily as observed to the Park Supervisor.

PROPOSER

- 1) Name of Proposer BrightView Landscape Services, Inc
- 2) Address of Proposer 2910 Sherwin Ave.
Ventura, CA 93003

- 3) Proposer intends to operate the business with which this proposal is concerned as a Sole Proprietorship ; Partnership ; Corporation ; Joint Venture ; or Explain:

Signature

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following: Not Applicable

- 1. Name in full _____
- 2. Address _____
- 3. Birth date _____ Place of Birth _____
- 4. Social Security No. _____
- 5. State Driver's License No: _____

Partnership Statement

If a Partnership, answer the following: Not Applicable

1. Date of organization _____

2. General Partnership
Limited Partnership

3. Statement of Partnership recorded: Yes No

Date	Book	Page	County
------	------	------	--------

4. Certificate of limited Partnership recorded: Yes No

Date	Book	Page	County
------	------	------	--------

5. Has the partnership done business in Ventura County?

Yes No Explain: _____

6. Name, address, and partnership share of each general partner:

Name of Partner	Address	Share

7. Furnish the birth date, place of birth, Social Security No., and State driver's license number of each person shown above.
8. Attach a complete copy of Partnership Agreement.
9. Is the partnership now involved, or has it been involved, in any business enterprise whatsoever?

If so, give full details:

CORPORATION STATEMENT

If a corporation, answer the following:

1. When incorporated? 1971
2. Where incorporated? California
3. Is the corporation authorized to do business in California?
Yes No If so, as of what date? _____
4. The corporation is held: Publicly Privately
5. If privately held, provide the following:

Name of Partner	Address	% of Stock Owned
KKR	24151 Ventura Blvd. Calabasas	100

6. If publicly held, how and where is the stock traded:

7. List the following:

	Authorized	Issued	Outstanding
Number of voting shares			
Number of non-voting shares			
Number of shareholders			

	Par	Book	Market
Value of share of Common Stock	\$	\$	\$

8. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and any person holding more than 10% of the outstanding stock.
9. Furnish the birth date, place of birth, Social Security No. and State driver's license number for each person shown under item No. 5 above.
10. Is the corporation now involved, or has it ever been involved, in any business enterprise whatsoever? If so, attach full details.

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following: Not Applicable

1. Date of organization _____

2. Joint Venture Agreement or Statement recorded? Yes No

Date	Book	Page	County

3. Has the Joint Venturer done business in Ventura County?
 Yes No When? _____

4. Name and address of each joint Venturer:

Name	Address

If a Joint Venturer is a Partnership or Corporation, complete pages 22 or 23 as applicable.

5. Furnish the birth date, place of birth, Social Security No. and State driver's license number for each person shown under Item No. 4 above.
6. Attach a complete copy of the Joint Venture Agreement.
7. Is the Joint Venturer now involved, or has it ever been involved, in any business enterprise whatsoever?

If so, give full details:

FINANCIAL DATA

FINANCIAL STATEMENT

Attach a complete report, prepared in accordance with acceptable accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. Be prepared to substantiate all information shown.

SURETY INFORMATION

Has any surety or bonding company ever been required to perform upon your default?

Yes No

If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes No

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

PENDING LITIGATION

Provide detailed information regarding present or threatened litigation, liens, or claims involving any participant in the proposal. If there are none, state that there is no existing or threatened litigation, lien, or claims against any participant in the proposal.

ADDENDUM # 1

**REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE AND
JANITORIAL SERVICES SPECIFICATION NO. 18-02/LM-2018 -02**

DATE: January 2, 2018

ISSUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT
1605 East Burnley St. Camarillo, Ca. 93010
(805)-482-5396 Phone; (805)482-7591 Fax

**PROJECT: REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE
SERVICES SPECIFICATION NO. 18-01**

ISSUED to: For Distribution to Bid Proposers

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted below.

This Addendum consists of five (4) pages and the modifications to the document noted below.

- A. CLARIFICATION OF BID DOCUMENT (Submittals) . PAGE 10 -11.
Proposal Form. PROPPSAL FOR LANDSCAPE MAINTENANCE SERVICES
& PAGE 44-45. EXHIBIT "C" SCHEDULE OF COMPENSATION

This amendment to the RFP modifies the Proposal forms and Exhibit "C" allowing for 1,2, and 3 year annual pricing for the 3 year term of contract. This change is designed to help bidders, bid competitively while allowing for annual adjustments to mitigate forecasted CIP increases.

COMPANY NAME: _____

**PROPOSAL FOR
LANDSCAPE MAINTENANCE SERVICES**

The undersigned hereby submits this Proposal for Landscape Maintenance Services and stipulates thereto as follows:

1. FAMILIARITY WITH AGREEMENT REQUIREMENTS

The undersigned declares that he/she has carefully examined the location of the proposed services and Scope of Services, that he/she has examined the General Requirements and Contract Services Agreement of the Pleasant Valley Recreation and Park District and all related documents.

2. BASIC CONTRACT

The undersigned hereby proposes to furnish all labor, equipment, tools and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance Agreement as shown in the Contract Services Agreement. The following are monthly amounts and are to be paid to the proposer in equal monthly payments.

A. <u>PARK AREA & RESTROOM FACILITIES</u>	ITEM COST PER MONTH (YEAR ONE)	ITEM COST PER MONTH (YEAR TWO)	ITEM COST PER MONTH (YEAR THREE)
1. Landscape Maintenance (as identified in exhibits D&E)	\$	\$	\$
2. Softball Field Set-up / Drag, Water, and Line (Base extended monthly price on 40 field set-ups)	\$	\$	\$
3. Restroom Janitorial Service	\$	\$	\$
4. TOTAL MONTHLY COST (A.1-A.3)	\$	\$	\$

COMPANY NAME: _____

B. TOTAL ANNUAL COST (First Year) \$ _____

C. TOTAL ANNUAL COST (Second Year) \$ _____

D. TOTAL ANNUAL COST (Third Year) \$ _____

TOTAL (3) YEAR COMBINED ANNUAL COST IN WORDS (B - D):

_____ **DOLLARS**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

The monthly and annual compensation for the initial three years of the contract term will be the rates set forth below which shall not be increased. Should the District exercise its option to one or both of the two-year optional extensions, the parties will negotiate any compensation adjustments applicable during such extension term, which must be memorialized in an amendment to this Agreement.

Contractor shall furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with the Agreement at the following price:

I. <u>PARK AREA & RESTROOM FACILITIES</u>	ITEM COST PER MONTH (YEAR ONE)	ITEM COST PER MONTH (YEAR TWO)	ITEM COST PER MONTH (YEAR THREE)
1. Landscape Maintenance (as identified in exhibits D&E)	\$	\$	\$
2. Softball Field Set-up / Drag, Water, and Line (Base extended monthly price on 40 field set-ups)	\$	\$	\$
3. Restroom Janitorial Service	\$	\$	\$
4. TOTAL MONTHLY COST (A.1-A.3)	\$	\$	\$

COMPANY NAME: _____

B. TOTAL ANNUAL COST (First Year) \$ _____

C. TOTAL ANNUAL COST (Second Year) \$ _____

D. TOTAL ANNUAL COST (Third Year) \$ _____

TOTAL (3) YEAR COMBINED ANNUAL COST IN WORDS (B - D):

_____ **DOLLARS**

ADDENDUM # 2

**REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE AND
JANITORIAL SERVICES FOR PLEASANT VALLEY FIELDS SPORTS
COMPLEX**

DATE: January 4, 2018

ISSUED BY: PLEASANT VALLEY RECREATION AND PARK DISTRICT

1605 East Burnley St. Camarillo, Ca. 93010

(805)-482-5396 Phone; (805)482-7591 Fax

**PROJECT: REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE
SERVICES SPECIFICATION NO. 18-01**

ISSUED to: For Distribution to Bid Proposers

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted below.

This Addendum consists of three (3) pages and the modifications to the document noted below.

A. CLARIFICATION OF BID DOCCUMENT (Submittals), PAGE 18. Faithful
Performance Bond Form & PAGE 19-20. Labor and Material Bond
Payment Form

This amendment changes the Faithful Bond requirements. Instead of the original multi-year bond requirement, the District has decided to accept a renewable annual bond for the term of the contract. This bond will be required to be renewed annually and contractor must provide the District with a new bond certificate from the surety company a minimum of thirty (30) days prior to the expiration of the current bond. If this bond requirement is not met, immediate cause for termination of contract agreement would be enforced.

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, (“District”), has awarded to _____, as Contractor (“Principal”), a Contract for the work entitled and described as follows **LANDSCAPE MAINTENANCE SERVICES**;

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

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

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

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

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

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 AND PARK DISTRICT, (“District”), has awarded to _____, as Contractor (“Principal”), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, or subcontractor 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 Principal and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, 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____.

_____ **PRINCIPAL**

_____ **SURETY**

ADDRESS OF SURETY

CITY

STATE

ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

**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: February 7, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF WATER
CONSERVATION AGREEMENT BETWEEN THE
DISTRICT AND CAMARILLO VILLAGE HOMES, LLC**

RECOMMENDATION

It is recommended that the Board approve the agreement with Camarillo Village Homes, LLC to incorporate a Water Conservation Project.

BACKGROUND

In April of 2016 Hawkeye Investments II LLC approached Pleasant Valley Recreation and Park District, as well as Pleasant Valley School District as these entities have large areas of turf. Camarillo Village Homes, LLC (CVH) is proposing a residential planned development and mixed-use project (Development) consisting of approximately 309 residential units and 12,000 square feet of commercial space on 23 acres at the corner of Lewis Road and Pleasant Valley Road in the City of Camarillo.

In July of 2016 the City of Camarillo introduced an Ordinance amending City Municipal Code Chapter 14.12 (Water Conservation Measures) and amending the Water Demand Credit Program and adopting a Water Demand Offset Program. This item adds new permanent water conservation measures including a requirement for a water impact study for significant new development projects and the requirement that such projects offset any new water demand on the City's water system.

Part of the City's approval of the Development including the conditions for Tract 5969, imposes a requirement that the Development offset 100% of its water demand, which the City has currently calculated to be 39.29-acre feet per year (Water Demand Offset Amount). Camarillo Village Homes, LLC is required to enter into contracts with public or private entities that are existing water customers of the City of Camarillo to achieve the Water Demand Offset Amount.

The mitigation report to the City of Camarillo and the intent of the report was to determine if the irrigation systems entity could become more efficient by installing new weather based automatic irrigation controllers, master control valves and flow sensing devices. The use of this equipment would allow for easy global program changes to all irrigation controllers from either a standard computer or mobile phone using the internet as a communications source. The addition of the

master remote control valves on the mainline as well as flow sensing equipment automatically shuts off systems that have been compromised because of broken piping or broken sprinkler heads.

ANALYSIS

In June of 2017 the District entered into a consent agreement with Camarillo Village Homes, LLC to review current irrigation equipment, location and potential controllers. Hawkeye Investments, II LLC then hired Climate Smart Irrigation to prepare a Water Use and Supply Study. Climate Smart Irrigation has developed an analysis and recommendations for improving water efficiency for the District, dated October 2017, which is attached as Exhibit A.

The report estimates that turf irrigation can be decreased significantly by utilizing a combination of the following methods at the Water Conservation Project Parks (13 park sites): (i) replace or upgrade existing auto controllers with weather-based 'smart technology' programming features and install master remote control valves and flow sensors on existing mainlines; and (ii) monitor the system, to replace broken equipment, including pipes and sprinklers.

Camarillo Village Homes believes that the implementation of the recommendations will result in an estimated water savings to the District of more than the approximate 40 AFY needed as the Water Demand Offset Amount required for the development. The concept of the weather-based irrigation controller is based on using daily weather data to determine the volume of water which is needed for each zone to be irrigated.

The agreement would allow CVH to contribute goods, services, and financial reimbursement to the District, at no cost to PVRPD, to meet the Development's Water Demand Offset Amount. This agreement will include:

1. Installation of smart controllers, including but not limited to master remote control valves and flow sensors.
2. Completion of work at the first seven (7) parks by May 8, 2018, with the second grouping of six (6) completed by August 7, 2018. Failure to meet any of these bench marks shall result in a monetary penalty of \$250 per day until the work is complete.
3. Monitoring and replacement of the Smart Controllers, broken sprinklers and irrigations lines.
4. CVH shall provide quarterly reporting of the water use to the City until the achievement date.
5. CVH may implement corrections to the Smart Controllers and other equipment it has installed with the permission of the District in each instance and the District may demand corrections to the Smart Controllers and other equipment installed.
6. The District will not be liable for any costs related to the Water Conservation Project under this Agreement or for any consequences should the Water Conservation Project fail to achieve the Water Demand Offset Amount.
7. Annual Reporting. Provide the District an annual report of efficiency and at the end of the five years from the Installation Date, should the efficiencies of the Water Conservation Project fall below the Water Demand Offset Amount, then CVH shall provide funding to the District for supplemental projects approved the City, District and agreed to by CVH to make up the shortfall.

If the Development is abandoned or the Fox Canyon GMA groundwater allocation for the development is restored, CVH may terminate this Agreement provided, however; (a) if a phase has started they will be obligated to complete that phase, (b) both parties must first agree on an Administration Fee proportional to administration costs incurred until termination.

FISCAL IMPACT

There is no initial fiscal impact associated with this request however, after the warranties and/or five-year term it will be the responsibility of the Pleasant Valley Recreation and Park District to maintain equipment and internet connection.

RECOMMENDATION

It is recommended that the Board approve the agreement with Camarillo Village Homes, LLC to incorporate a Water Conservation Project.

ATTACHMENTS

- 1) Exhibit A – Agreement (23 pages)

WATER CONSERVATION AGREEMENT
BY AND BETWEEN
PLEASANT VALLEY RECREATION AND PARK DISTRICT AND
CAMARILLO VILLAGE HOMES, LLC

This Water Conservation Agreement (“Agreement”) is effective as of February 7, 2018 (“Effective Date”), and is by and between the Pleasant Valley Recreation and Park District (“PVRPD” or “District”) and Camarillo Village Homes, LLC (“CVH”) to undertake water savings projects, at no expense to the PVRPD, by efforts of CVH to construct and/or improve water facilities pursuant to plans approved by PVRPD, as outlined herein. (All references to “CVH” shall mean and include Hawkeye Investments II, LLC.)

WHEREAS, CVH is proposing a residential planned development and mixed-use project (“Development”) consisting of approximately 309 residential units and 12,000 square feet of commercial space on 23 acres at the corner of Lewis Road and Pleasant Valley Road in the City of Camarillo (“City”); and

WHEREAS, the City’s approval of the Development, including the conditions for Tract 5969, impose a requirement that the Development offset 100% of its water demand, which the City has currently calculated to be 39.29 acre feet per year (“Water Demand Offset Amount”). The Water Demand Offset Amount may be revised to the extent that the City approves any changes to the scope of the Development, which may decrease or increase the estimated water demand of the Development; and

WHEREAS, CVH is required to enter into contracts with public or private entities that are existing water customers of the City of Camarillo in order to achieve the Water Demand Offset Amount; and

WHEREAS, PVRPD utilizes an average (based on data from 2011 through 2014) of approximately 230 acre-feet per year (“AFY”) for irrigation of approximately 85 acres of turf in at least 14 park sites within the City’s water service area, according to a report prepared by Climate Smart Irrigation, referenced below (these 14 park sites are collectively referred to as the “Water Conservation Project Parks” or “WCP Parks”). Three of the parks will have two smart controllers installed pursuant to this Agreement; and

WHEREAS, Climate Smart Irrigation has developed an analysis and recommendations for improving water efficiency for PVRPD, dated October 17, 2017 (the “CSI Report”), which is attached as Exhibit A and incorporated by this reference. The CSI Report estimates that turf irrigation can be decreased significantly by utilizing a combination of the following methods at the WCP Parks: (i) replace or upgrade existing auto controllers with weather-based ‘smart technology’ programming features and install master remote control valves and flow sensors on existing mainlines; and (ii) monitor the system, to replace broken equipment, including pipes and sprinklers; and

WHEREAS, CVH believes that the implementation of the CSI Report recommendations (the “Water Conservation Project”) at conservative projections will result in an estimated water savings to PVRPD of more than the approximate 40 AFY needed as the Water Demand Offset Amount for the Development; and

WHEREAS, CVH desires to produce water savings that will satisfy the Development's Water Demand Offset Amount requirement; and

WHEREAS, the parties desire by this Agreement to allow CVH to contribute goods, services, and financial reimbursements to PVRPD, at no cost to PVRPD, in order to meet the Development's Water Demand Offset Amount.

NOW, THEREFORE, the parties agree as follows:

A. Performance:

1. CVH will provide funding sufficient to implement the Water Conservation Project in order to achieve the Water Demand Offset Amount for the Development. Achievement of the Water Demand Offset Amount will be determined when water savings at the WCP Parks described below, averaged over a five-year period from the Installation Date (defined below), meet or exceed the Water Demand Offset Amount (such date is referred to as the "Achievement Date"). The parties acknowledge and agree that the Water Demand Offset Amount may be adjusted by City based on City-approved changes to the Development. In such event, City will provide the parties written notice of any such changes and the parties agree to revise the scope of the Water Conservation Project and amend this Agreement to reflect the revised Water Demand Offset Amount. At PVRPD's election, CVH may contract directly with contractors to implement the Water Conservation Project. For all work in this category, PVRPD in its sole discretion shall determine whether PVRPD will hire outside contractors, or use District staff to perform the work (reimbursement of all labor and materials to occur in either case). CVH understands that this work may be required to be bid and the payment of prevailing wages. CVH at its sole cost shall fund 100% of the complete cost of the following two categories of work, including all inspection and engineering services, for the installation of the Water Conservation Project (as described in Subsections (a), (b) and (c) below).
 - a. Installation of smart controllers, including but not limited to master remote control valves and flow sensors on existing main irrigation lines and other associated parts (collectively "Smart Controllers"). PVRPD in its sole discretion shall determine the type(s) and model(s) of Smart Controllers to be used. Said installation shall occur at the WCP Parks in the priority described in the CSI Report (Exhibit A).
 - b. Completion of work at the first seven (7) WCP Parks shall occur within three months following execution and approval of this Agreement and the next seven (7) WCP Parks within six (6) months of execution and approval of this Agreement. Hence, with respect to the three parks which will have two controllers each, CVH will install both controllers in said parks within the same phase. Failure to meet any of these benchmarks, after notice of breach and opportunity to cure of at least thirty (30) days per Section C(14) below, including reasonable allowances of additional time as approved by PVRPD due to weather conditions or Park scheduled activities or other factors outside the control of CVH shall result in a monetary penalty of \$250 per day until the work is complete for each applicable group of WCP Parks.

The date of completion of the installation of all required Smart Controllers is referred to as the "Installation Date."

- c. Monitoring and replacement of the Smart Controllers, and broken sprinklers and irrigation lines. CVH shall implement an inspection and repair program for detection and replacement of any damaged or defective Smart Controllers and broken sprinklers and irrigation lines at the WCP Parks as agreed-upon with PVRPD until the Achievement Date. Alternatively, PVRPD may elect to use its current maintenance monitoring program at the WCP Parks and charge CVH \$1750 per quarter to offset its program costs until the Achievement Date. In such instance PVRPD will allow CVH to be informed as to the PVRPD program. The parties will endeavor to avoid duplication of effort. CVH will also pay PVRPD's costs for the internet service required for the operation of the Smart Controllers from the commencement of such costs through the Achievement Date. PVRPD will invoice CVH the actual costs of such service quarterly in arrears and CVH shall pay each invoice within thirty days or interest will begin to accrue at the rate of 6% per year.
2. CVH shall provide quarterly reporting of the water use for the WCP Parks with systems installed by this Agreement, which reports shall be submitted to the City until the Achievement Date. The parties shall meet annually during the initial five-year period after the Installation Date to account for costs incurred and water savings achieved. Either party may request more frequent meeting or information updates. Both parties shall respond to such reasonable requests within ten (10) business days.
3. CVH may implement corrections to the Smart Controllers and other equipment it has installed or paid for with the permission of PVRPD in each instance and PVRPD may demand corrections to the Smart Controllers and other equipment installed pursuant to this Agreement when needed and said corrections shall be made within thirty days of PVRPD's request or diligently initiated during said period and pursued continuously until completed.
4. The parties will cooperate in the implementation of the Water Conservation Project with a goal of achieving the Water Demand Offset Amount. Specific plans and schedules for installation of the Water Conservation Project must be approved by PVRPD in advance of CVH undertaking any work described herein.
5. CVH will provide insurance, releases, indemnities, bonds and other instruments required by PVRPD of CVH's independent contractors, as demanded by PVRPD, in advance of CVH undertaking any of the work described herein. CVH and/or its contractors shall procure and maintain, at their sole cost and expense, in a form and content satisfactory to PVRPD, during the entire term of this Agreement including any extension thereof, the following policies of insurance:
 - a. Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense

costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- b. Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
 - c. Automotive Insurance. A policy of comprehensive automobile liability insurance using Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto) written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.
 - d. Employer's Liability Insurance. A policy of employer's liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.
 - e. Errors and Omissions Liability. A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.
 - f. Additional Endorsements. All of the above policies of insurance shall be primary insurance. The general liability policy shall name the PVRPD, its officers, employees and agents ("PVRPD Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the PVRPD and the PVRPD's Parties and their respective insurers. Moreover, each insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the PVRPD. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to PVRPD's General Manager. No work or services under this Agreement shall commence until CVH has provided PVRPD with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by PVRPD.
 - g. Subcontractors. Consultant shall include all subcontractors as an additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to all of the requirements stated herein.
6. CVH will obtain all required governmental clearances and permits associated with the Water Conservation Project and meet all conditions relating thereto, at no expense to PVRPD.

7. So long as CVH meets its commitments under this Agreement it shall be the exclusive third-party donor of services and equipment for the Water Conservation Project outlined in the CSI Report. Notwithstanding the forgoing, CVH agrees that PVRPD is entering into this Agreement to benefit CVH such that PVRPD will not be liable for any costs related to the Water Conservation Project under this Agreement or for any consequences should the Water Conservation Project fail to achieve the Water Demand Offset Amount. Moreover, CVH agrees that PVRPD should be made whole if the Water Demand Offset Amount is not met as further described in Section A(10) below.
8. PVRPD will provide access to CVH prior to initiation of construction of the Water Conservation Project for the purposes of inspections and testing in preparation of the installation of said project. CVH will execute any right of entry documents which may be required by PVRPD prior to said entry. CVH will provide at least one business days' notice of a requested entry for inspection purposes.
9. CVH shall conform the Water Conservation Project at all times to the City's conditions of approval for the Development and the City's Water Conservation Offset Program adopted under Camarillo Municipal Code Chapter 14.12. Notwithstanding the foregoing, CVH agrees that the Water Conservation Project described herein must be completed to the PVRPD's satisfaction, regardless of State or local drought conditions.
10. Annual Reporting. CVH shall prepare and provide to PVRPD for its review and approval an annual report evaluating the efficiency of the installations and repairs resulting from this Agreement until the Achievement Date.

At the end of five years from the Installation Date, should the efficiencies of the Water Conservation Project, based on 5-year averaging and taking into account weather and other factors, fall below the Water Demand Offset Amount, then CVH shall provide funding to PVRPD for supplemental projects approved by the City and PVRPD and agreed to by CVH to make up the shortfall, which may include: (a) A full water usage analysis on all underperforming WCP Parks, under contract entered into by CVH, and (b) Payment toward agreed-upon supplemental projects that would be agreed upon by the parties. In no event shall CVH be required to pay for supplemental projects if the overall efficiency of its installations results in average savings that meet or exceed the Water Demand Offset Amount (as it may be revised by City). In the event of such determination of shortfall, PVRPD may extend this Agreement and the bonding requirements associated with the Agreement until such time as the Achievement Date is met, up to a maximum of ten years from the Installation Date.

11. If the Development is abandoned or the Fox Canyon GMA groundwater pumping allocation for the Development is restored, CVH may terminate this Agreement; provided, however, (a) once phases are started by CVH they will be obligated to complete phases started, and (b) CVH and PVRPD must first agree on an Administration Fee proportional to administration costs incurred up until termination or the time when the water credits are restored. CVH may apply the credits achieved by this Agreement to the Development or another project to which it assigns water credits.

B. Verification, Guarantees, Indemnification and Releases

1. CVH shall fully warrant all Smart Controllers (and shall reimburse to PVRPD or otherwise fully cover the cost of any repairs to or replacement of such equipment) for a period of one (1) year from the Installation Date, regardless of whether installed by a contractor or District staff. PVRPD shall also receive a one-year warranty on any contractor workmanship, and any equipment manufacturer warranty shall also belong to/ transfer to PVRPD. District's current intention is to have District staff perform repairs/replacement.
2. CVH shall hire a consultant to work with PVRPD for provision of quarterly reports on the performance of the systems installed from the Installation Date until the Achievement Date. Said consultant shall work with the District to test the effectiveness of the Water Conservation Project until the Achievement Date. The District shall approve the scope of work and the contract with the selected consultant. If the City does not agree with the results of any report, CVH shall pay to hire another consultant agreed upon by PVRPD and the City to peer review the report in question. The obligations of this paragraph shall continue until the Achievement Date. CVH shall provide a copy of each annual report to the City.
3. CVH shall provide one performance bond and one payment bond, each in the sum of \$100,000, in favor of PVRPD that will remain in effect until the Achievement Date to cover the costs of installations anticipated by this Agreement, in a form acceptable to PVRPD. Said bond shall insure performance and payment of the following:
 - a. Performance of all tasks and conditions of this Agreement.
 - b. Indemnify PVRPD and its officers, agents, and employees ("PVRPD's Parties") from any claims by the City or others arising from or relating to this Agreement including work performed by CVH or its contractors or subcontractors pursuant to this Agreement. However, this bond amount shall in no way limit the obligations of CVH to indemnify PVRPD and PVRPD's Parties.
 - c. Provide maintenance and monitoring of the systems involved.
 - d. PVRPD's obligations under this Agreement to undertake alternative water conservation programs and/or projects is limited to those programs and projects that can be undertaken with the remaining bond proceeds or otherwise funded by CVH in a manner approved by PVRPD. PVRPD shall have no obligations to assume any obligations under this Agreement, including the use of PVRPD staff time, without reimbursement from CVH or said bond funds.
4. CVH and its principals hereby agree to protect, indemnify, defend, release and hold PVRPD and PVRPD's Parties, and each of them, harmless from and against any and all liabilities, claims, expenses, losses, actions, penalties, judgments and awards (including payment of attorney's fees and court costs) which PVRPD and/or PVRPD's Parties may suffer or which may be sought against or recovered from

PVRPD and/or PVRPD's Parties as a result of or arising out of or in connection with this Agreement, including the approval of this Agreement or the Water Conservation Project, the untruth or inaccuracy of any representation or warranty made by CVH in the Agreement or CVH's failure to perform its obligations under this Agreement, including claims relating to the payment of prevailing wages and claims by the City relating to the obligations or goals hereof and the claims by CVH or its successors relating to their development goals and expectations, or any act or omission of CVH or any of its contractors or subcontractors or their respective officers, employees or agents, in connection with the Water Conservation Project. If CVH fails to do so, PVRPD shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorney's fees or court costs, to and recover the same from CVH. Such indemnity shall not extend to any loss resulting from the PVRPD's breach of this Agreement or from the PVRPD's negligence or willful misconduct.

5. Hawkeye Investments II, LLC and CVH shall remain responsible for the CVH obligations under this Agreement, including post-sale to a third party. Brandon Mann shall remain the point person for communication with PVRPD, notwithstanding any sale or reorganization of the Development or CVH. Should there be a sale by CVH of all or part of the Development, CVH shall secure a written agreement between the buyer and the District as a condition of said sale wherein the buyer acknowledges and accepts the obligations of CVH under this Agreement.

C. General Provisions

1. The parties acknowledge and agree that the City of Camarillo is expressly made a third-party beneficiary of this Agreement and the City may, at its sole discretion, enforce the terms of this Agreement against CVH by all lawful means, and that if the City initiates legal action to enforce the terms of the Agreement, then the prevailing party will be entitled to recover reasonable attorney's fees and costs.
2. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission or email with read receipt, addressed as follows:

If to Pleasant Valley Recreation and Park District:

Attn: Mary Otten, General Manager
1605 E. Burnley Street
Camarillo, CA 93010
motten@pvrpd.org

With a copy to:

Aleshire & Wynder, LLP
Attn: Tiffany J. Israel, Esq.
18881 Von Karman Avenue, Suite 1700

Irvine, CA 92612
tisrael@awattorneys.com

If to CVH Homes:

Attn: Gerald Marcil
Camarillo Village Homes
43D Malaga Cove Plaza
Palos Verdes Estates, CA 90274
jermarcil@aol.com

With a copy to:

Brandon Mann
1204 Cougar Ridge Road
Buellton, CA 93427
BMann@HawkeyeInvest.com

And

John W. Belsher, Esq.
3480 S. Higuera St. Suite 130
San Luis Obispo, CA 93401
John@BelsherLaw.com

If to City:

Attn: Public Works Director
City of Camarillo
601 Carmen Drive
City of Camarillo, CA 93010

3. **Notice Effective on Mailing or Receipt.** Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent overnight delivery service shall be effective the business day next following thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.
4. **California Environmental Quality Act.** PVRPD acknowledges that the California Environmental Quality Act (CEQA) may require PVRPD to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. PVRPD acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. CVH waives any claims against PVRPD regarding delays, modifications or abandonment of this project, as the project is set forth specifically in this Agreement, due to any inability to meet CEQA requirements. Moreover, CVH shall pay all costs incurred by PVRPD (including costs for staff time and third-party consultants) to ensure that the work undertaken pursuant to this Agreement is in compliance with CEQA.
5. **Subcontracting; Assignment.** Neither party shall assign its rights, duties, or privileges under this Agreement, nor may a party attempt to confer any of its rights,

duties, or privileges under this Agreement (including that of sublease) on any third party, without the written consent of either party.

6. **Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be constructed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
7. **Entire Agreement of Parties.** This Agreement, together with its attachments, constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this agreement and PVRPD, this Agreement shall have control. This agreement may be amended or modified only by a written instrument executed by the persons authorized to bind the parties.
8. **California Law.** This Agreement shall be governed by and the rights, duties, and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this agreement shall be maintained in Ventura County, California.
9. **Waiver.** The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition herein contained or any subsequent breach of the same or any other term, covenant condition herein contained.
10. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
11. **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.
12. **Severability.** Should any provision in this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal, and enforceable.
13. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached referred to herein are incorporated herein by reference.
14. **Termination, Mediation, Cure.** Either Party may terminate this Agreement for a material breach of this Agreement (in addition to other specific grounds for termination specifically provided for herein), upon 30 days' notice (including notice to the City) and, if appropriate, an additional reasonable opportunity to cure said alleged breach. Prior to termination or prior to litigation for a claim of damages, each party agrees to participate in a mediation, to be held before a licensed mediator in Ventura County within fourteen (14) days of notice. Failure to participate in mediation in good faith, as determined in the sole discretion of the mediator shall preclude an award of attorneys' fees, which are otherwise recoverable from the prevailing party in the event of an arbitration or litigation.

15. **Authority to Enter Agreement.** Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.
16. **Cooperation; Further Acts.** The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
17. **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one party against the other party in connection with this Agreement, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees. This Section shall survive the termination or expiration of this Agreement.
18. **Term.** This Agreement shall be effective upon approval by the District and shall have a term that extends until the Achievement Date of the Water Demand Offset Amount. This Agreement shall be effective the date first written above.

PLEASANT VALLEY RECREATION AND
PARK DISTRICT

By: _____
Mary Otten, General Manager

ATTEST:

CAMARILLO VILLAGE HOMES, LLC,
a California limited partnership

By: _____
Gerald Marcil, Managing Member of
Camarillo Village Homes, LLC

By: _____
Brandon Mann for Hawkeye Investments II,
LLC, Managing Member of Hawkeye
Investments II, LLC, Member of Camarillo
Village Homes, LLC

EXHIBIT A
Climate Smart Irrigation Report



1167 Boston Street
Alameda CA 94601
www.climatesmartirrigation.com
michael.deveden@climatesmartirrigation.com
415-626-2791 #642

October 17, 2017

Brandon Mann
President
Hawkeye Investments II LLC

Dear Brandon

This report provides an analysis and recommendations for improving water efficiency for the Pleasant Valley Recreation and Park District, Camarillo, California, irrigation systems. This study finds that by installing a weather-based irrigation control system the City can save about 28%, or, 64.1 Acre/ft, in the first year of operation when compared to the prior 10-year average.

It is important to note that these estimates do not take into account how much additional water, if any, might be conserved by mitigating pipeline breaks. The savings that this feature provides can be significant.

The following analysis consists of the theoretical foundation for optimal irrigation water delivery based on sound principles of water-use efficiency; a concise review of the methodology utilized in this study; the results; steps we have taken thus far; and the next steps. In addition, this analysis includes historical water use data, theoretical water use data and an explanation and illustration of the projected water savings if the listed recommendations are implemented.

The summary of the *Comments on the Water Mitigation Plan* of the Camarillo Department of Public Works: Water Division, is included at the end of this report.

Finally, this report concludes that, if the recommended steps are implemented, then the required savings in irrigation water can be achieved to all agents' satisfaction.

1

Table of Contents

Theoretical Foundation 3

Equivalent Measurements 4

Methodology..... 4

Results 5

Steps Taken 6

Next Steps..... 8

Anomalies 12

Conclusion and Recommendations 12

Table 1 Comparison of 10-year average to Irrigation Need 6

Table 2 Irrigation Need for 7 Largest Areas for 2016 7

Table 3 Fundamental Components..... 9

Table 4 Priority for Installation 11

Table 5 Estimated Time to Install Components 12

Figure 1 Comparison of 10-year average for each site v theoretical IN for 2016 5

Figure 2 Comparison of 7 Largest Sites..... 7

Figure 3 Placement of components 10

Equation 1 Irrigation Need..... 3

Equation 2 Extension of Irrigation Need..... 3

Theoretical Foundation

This theoretical analysis can only be made manifest if the irrigation systems are efficient and whole, and, the installation, operation and maintenance of the system is professionally managed. This analysis assumes perfect, 100%, irrigation uniformity.

The fundamental equation to calculate the "irrigation need" of each sites, and the aggregate is:

$$\text{Irrigation Need} \left(\frac{\text{mm}}{\text{year}} \right) = \sum_1^{12} (\text{ETc}/\text{Ea}) * (\text{ai}) \text{ where}$$

Equation 1 Irrigation Need

IN=Irrigation Need (inches/ha/month)

ETc= (ETr*Kc)-Pe

ETr=potential evapotranspiration (inches/month)

Kc= Crop coefficient (percent/month)

Pe= Effective precipitation (mm/month)

Ea= Irrigation efficiency (decimal)

ai=area irrigated

This study does not include an analysis of the uniformity or efficiency of the irrigation systems. Therefore, the results of this study represent only the volumetric savings potential of the weather-based irrigation controllers when efficiency is at 1.00. In other words, the irrigation need for each site is solely determined by climate data and crop coefficients, or:

$$\text{Irrigation Need} \left(\frac{\text{mm}}{\text{year}} \right) = \sum_1^{12} (\text{ETc}) * \text{ai}$$

Equation 2 Extension of Irrigation Need

Equivalent Measurements

The output of the IN formula, based on 2016 CIMIS climate data for Camarillo, California indicates an average of 1.98 AF/Acre, which is 0.7 AF/Acre less than the 10-year average figure.

23.46 inches is equivalent to 147,156,134 cubic inches (6,272,640 square inches in 1 acre).

147,156,134 cubic inches is equivalent to 1.96 acre feet.

<http://www.convertunits.com/from/cubic+inches/to/acre+foot>

Methodology

The concept of a weather-based irrigation controller is based on using daily weather data to determine the volume of water each irrigated zone (valve) needs. This is accomplished by using a reliable and valid empirical formula to determine, first, how much water was evaporated from the soil and transpired from the plants. This concept is called "evapotranspiration" (ET). ET is measured in inches of water.

Then we input two important variables into the memory of the controller: first, the crop coefficient (Kc) for each zone. This tells the controller what type of plant each zone is watering and provides us with the plants' water needs; and second, the sprinkler type, which tells how many inches of water the sprinkler, in each zone, emits per hour.

These data, when inputted into our irrigation formula, provide the optimal amount of water each day, for each zone. The volume of water is discounted for precipitation. The irrigation schedule takes into account soil types and slopes. Varied soils and slopes are not variables of irrigation need. Soils and slopes determine the frequency of irrigation only.

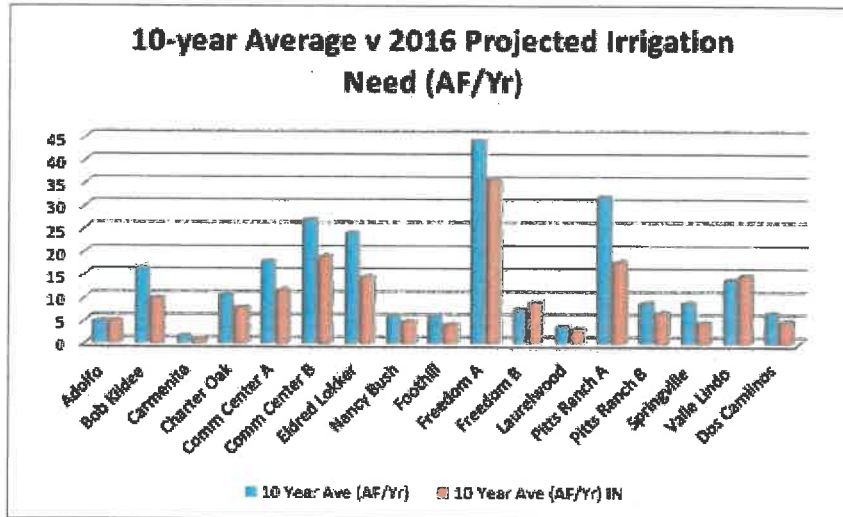
For the purposes of this report, I calculated the ET rates for 2016 by using climate data provided by the Camarillo station of the California Irrigation Management Information System (CIMIS) and determined, if each site in the District had used a weather-based irrigation controller, properly programmed, throughout the year, the difference in volume of irrigation in 2016, when compared to the mean average of the previous 10-years, would have been -64.1 Acre/Feet.

Data for the previous ten-year average for each site were provided by JDS Civil Engineering and verified by the Pleasant Valley Park and Recreation District except for Dos Caminos Park, whose data were only available for the past three year period. I extrapolated the ten-year average for Dos Caminos and added that calculated number to the total. Dos Caminos represents, approximately, 3% of the total.

Results

Figure 1 illustrates the 10-year average for each site in the District (in blue bars) and the irrigation water that would have been applied in 2016 (in red bars) had the District used the weather-based irrigation controller.

Figure 1 Comparison of 10-year average for each site v theoretical IW for 2016



The data in the table below illustrated the total irrigated area for each site, the 10-year average in Acre/Feet/Year, the 10-year average in Acre/Feet/Acre/Year, the crop coefficient *i* inputted, the theoretical irrigation need (IN) based on climate inputs, and the changes from the 10-year average to the IN for 2016; by volume by percent.

Table 1 compares the 10-year average to the IN for 2016 and illustrates that the difference between the 10-year average and the 2016 IN is 64.1 Acre/Feet/Year, or 28%.

Table 1 Comparison of 10-year average to Irrigation Need

Site	Irrigated Turf (Acres)	10 Year Ave (AF/Yr)	10 Year Ave (AF/Ac/Yr)	Kc (pct)	IN (AF per Site)	Change in 10 Year Ave v Theoretical IN pct	Change in 10 Year Ave v Theoretical IN A/F
Adolfo	2.5	4.7	1.9	0.6	5.0	5%	0.3
Bob Kildee	5	16.4	3.3	0.6	9.9	-40%	-6.5
Carmenita	0.4	1.5	3.8	0.6	0.8	-47%	-0.7
Charter Oak	3.9	10.5	2.7	0.6	7.7	-26%	-2.8
Comm Center A	5.8	17.8	3.1	0.6	11.5	-35%	-6.3
Comm Center B	9.5	27	2.8	0.6	18.8	-30%	-8.2
Eldred Lokker	7.3	24	3.3	0.6	14.5	-40%	-9.5
Nancy Bush	2.4	6.1	2.5	0.6	4.8	-22%	-1.3
Foothill	2.1	5.9	2.8	0.6	4.2	-30%	-1.7
Freedom A	18	44.2	2.5	0.6	35.6	-19%	-8.6
Freedom B	4.5	7.3	1.6	0.6	8.9	22%	1.6
Laurelwood	1.6	3.7	2.3	0.6	3.2	-14%	-0.5
Pitts Ranch A	8.9	31.8	3.6	0.6	17.6	-45%	-14.2
Pitts Ranch B	3.3	8.8	2.7	0.6	6.5	-26%	-2.3
Springville	2.3	8.8	3.8	0.6	4.6	-48%	-4.2
Valle Lindo	7.4	13.7	1.9	0.6	14.7	7%	1.0
Das Caminos	3.5	6.55	1.9	0.6	6.9	6%	0.4
TOTAL	84.9	232.2	2.68	0.6	168.1	-28%	-64.1

The irrigation consumption comparison for the seven largest irrigated areas was of interest to the park administrators. Below are the graphs and tables with those data.

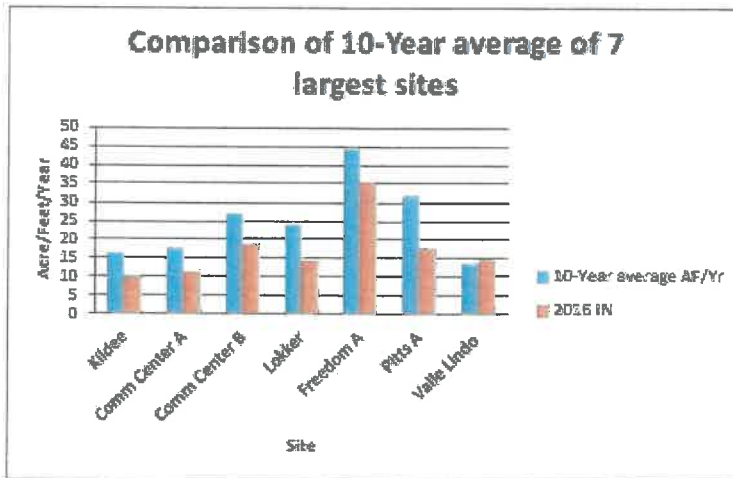


Figure 2 Comparison of 7 Largest Sites

Table 2 compares the 10-year average to the IN for 2016 for the seven largest irrigated areas and illustrates that the difference between the 10-year average and the 2016 IN is 52.3 Acre/Feet/Year, or 30%

Table 2 Irrigation Need for 7 Largest Areas for 2016

Site	Irrigated Turf	10-Year average AF/Yr	2016 IN	Change from 2016 IN to Average volume	Change from 2016 IN to Average percent
Kildee	5	16.4	9.9	6.5	-40%
Comm Center A	5.8	17.8	11.49	6.31	-35%
Comm Center B	9.5	27	18.82	8.18	-30%
Lokker	7.3	24	14.46	9.54	-40%
Freedom A	18	44.2	35.65	8.55	-19%
Pitts A	8.9	31.8	17.63	14.17	-45%
Valle Lindo	7.4	15.7	14.66	-0.96	7%
TOTAL	61.9	174.9	122.61	52.29	-30%

Steps Taken

This is a brief outline of the steps we have taken to date and our plan for the next phase for improving water-use efficiency for the Pleasant Valley Recreation and Park District, Camarillo, California irrigation systems.

- We have successfully uncovered and identified the mainline pipe sizes at every point of connection in each park.
- We have determined where we will install the master valves and flow meters and the manner in which these components will be connected to the irrigation controllers.
- We have arranged for local distributors to provide quotations for the major components.
- We have provided estimates for labor costs to install all components.
- Finally, we accomplished all this in a timely fashion with no disruption to the operations of the parks and with no aesthetic or cosmetic damage to any of the sites.

Next Steps

We now await the authorization of the City to approve the next phase and are prepared to conduct the installation of that phase in a similar, timely, fashion. The next steps we plan to take are:

- To assemble the components for each point-of-connection and assign responsibilities to all installation team members.
- To uncover the mainlines again and cut into them to install the master valves and flow meters.
- To trench communication wire from the master valves and flow meters back to the controllers in approximately 9 of the controller sites.
- To connect the communication wires from the master valves and flow meters to the controller via extant field valve wires in approximately 7 of the controller sites.
- To make all the connections at the point of the controllers and then re-program each controller in the "smart" mode.
- To make the controller programming available on-line to agreed-upon agents.
- To determine the frequency with which assigned agents will monitor and evaluate performance of the controllers and develop regularly-timed reports.

The fundamental components required for the parks is summarized below:

Table 3 Fundamental Components

Fundamental Parts Required for Retrofit			
ITEM	MODEL	NOTE	REQUIRE
Badger Meter M5000 Battery Powered Mag Flow Meter	M50-HR- 020-F15-S- AC-RM-015- BAT-XX	XX= Line Size	Required at all sites
Weathermatic Brass Valve	8200CR-XXD Brass Electric	XX= Line Size	Required at all sites
Rainmaster Connection for flow meter and master valve	Wire Ride	One model for all line sizes	Required at 7 Sites

The flow sensor reads flow in gallons per minute and transmits those data to the controller in real time. The controller software integrates those data and provides volumetric reports for any time frame required. The programmer will also set thresholds for minimum and maximum estimated flows for each zone. Should "high flow" (excessive of maximum threshold) be reached, the master valve will close, mitigating potential damage, and the controller will report the break to the operator. Should the pipe break be isolated to a particular zone, the valve controlling that zone will close and the same signal transmitted to the operator.

In order to optimize the utility of the controllers, and, to retrieve, analyze and compare water consumption, it will be necessary to ensure that there is a master valve and flow sensor installed at each site. Ideally, the master valve and flow sensor should be located near the controller for ease and reduced cost of installation. Below is an illustration of what the controller set-up would be if all components were installed locally.

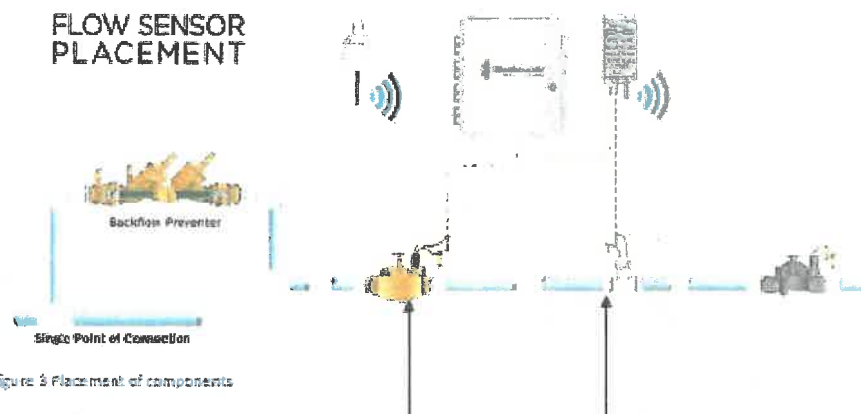


Figure 3 Placement of components

Figure 3 illustrates the placement of a master valve and flow sensor, which is required at each point of connection. In other words, these components need to be installed to each controller. In the diagram above, the controller is a Weathermatic unit but, in the case of Pleasant Valley, we will use the extant Rainmaster controllers and connect them to the components in the same manner.

If it is necessary to remotely install the flow sensors and master valves, additional hardware will need to be procured. Until the "action steps" detailed below are undertaken, it is not possible to predict if, and how many, of the remote components will be needed.

The flow sensor reads flow in gallons per minute and transmits that data to the controller in real time. The controller software integrates those data and provides volumetric reports for any time frame required. The programmer will also set thresholds for minimum and maximum estimated flows for each zone. Should "high flow" (excessive of maximum threshold) be reached, the master valve will close, mitigating potential damage, and the controller will report the break to the operator. Should the pipe break be isolated to a particular zone, the valve controlling that zone will close and the same signal transmitted to the operator.

The recommended of installation of the fundamental components is illustrated below, based upon the greatest, immediate return in water conservation.

Table 4 Priority for Installation

Site	Change in 10 Year Average v Theoretical (IN AF)
Pitts Ranch A	-14.2
Eldred Lokker	-9.5
Freedom A	-8.6
Community Center B	-8.2
Bob Kildee	-6.5
Community Center A	-6.3
Springville	-4.2
Charter Oak	-2.8
Pitts Ranch B	-2.3
Arnell Ranch	-2.3
Foothill	-1.7
Nancy Bush	-1.3
Carmenita	-0.7
Laurelwood	-0.5
Adolfo	+0.3
Valle Lindo	+1.0
Freedom B	+1.6

The table below illustrates the time to complete each park, the size of the flow meters and master valves and whether we will be using a WirePath unit. The WirePath is a component that obviates the need to trench. The decision to use WirePath units at the indicated parks was based on cost-benefit and potential damage assessments projected to hardscape or landscapes at those sites.

It is important to note that we are not replacing any existing controllers. The Rainmaster controllers are smart-ready and will be programmed in the smart mode after the installation of all components is complete.

Table 3 Estimated Time to Install Components

PARK	EST TIME TO COMPLETE IN DAYS	FLOW METER	MASTER VALVE	WIRE PATH
Springville Dog Park	2.5	2.5"	2.5"	YES
Springville Tennis	2	1.5"	1.5"	NO
Nancy Bush	1	2"	2"	NO
Valley Lindo	1	2"	2"	YES
Community Center	3	3"	3"	YES
Laurelwood	1	2"	2"	NO
Arneill Ranch	1.5	3"	3"	YES
Bob Kildee	2	3"	3"	YES
Adolfo	3	2"	2"	NO
Pitts Ranch	3	3"	3"	NO
Dos Caminos	1	2"	2"	NO
Charter Oak	1	2"	2"	YES
Foothill	1	2"	2"	NO
Lokker	2.5	3"	3"	YES
Carmerita	1	2"	2"	NO
Freedom Park	1.5	2"	2"	YES

Anomalies

There are a couple of anomalies. It appears that three parks: Adolfo; Valle Lindo; and Freedom B would see an increase in water use when this program is implemented. It is my assessment that these parks are currently deficit irrigated. That is to say, they are under-watered. The average irrigation use for the park system is 2.68 AF/Ac/Yr. These three parks received: 2; 1.85; and 1.6 AF/Ac/Yr., respectively, for the past ten years. No other park received less than 2.4 AF/Ac/Yr. It is my recommendation to include these parks in the program because the overall purpose of the program is to apply "optimal" water for each park. Deriving empirically-based irrigation use is the objective.

Conclusion and Recommendations

The objective of this study was to examine if the implementation of a weather-based irrigation controller, properly programmed and managed, could reduce irrigation consumption at 17 sites in the Pleasant Valley Recreation and Park District.

This report shows evidence that the 10-year average was 28% and 64.1 AF higher than the 2016 irrigation need when calculated by reliable and valid climate data. Further, the irrigation volumes for the largest parks were significantly and negatively changed when the 2016 projection was compared.

In conclusion, the implementation of the proposal of this study provides an effective tool to realize the objectives of the stakeholders.

Respectfully submitted,

Michael Davidson

Michael Davidson, President

Davidson Consultants

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Megan Hamlin, Administrative Services Analyst

DATE: February 7, 2018

**SUBJECT: COMPARISON OF CALIFORNIA ASSOCIATION FOR
PARKS & RECREATION INDEMNITY (CAPRI) VERSUS
SPECIAL DISTRICT RISK MANAGEMENT
AUTHORITY (SDRMA) TRAINING OPPORTUNITIES**

RECOMMENDATION

It is recommended the Board approve the continuation of coverage with California Association for Parks & Recreation Indemnity (CAPRI).

BACKGROUND

The District is currently a member of CAPRI Joint Powers Authorities (JPA). This JPA currently provides the District with Risk Management services including Workers Compensation, General Liability and Property Damage. At the July 2017 Board meeting, staff brought before the Board the cost comparison of CAPRI and the Special District Risk Management Authority (SDRMA).

After review and comparison of quotations provided by SDRMA and CAPRI, the District would have seen an overall increase of \$32,847 by changing carriers to SDRMA. The Board directed staff to seek additional information about training opportunities offered thru both CAPRI and SDRMA to compare as part of the overall cost comparison.

Staff reviewed companies along with expected 2018 District staff training.

Currently SDRMA has 18 Parks and Recreation Districts and SDRMA is a public agency formed under California Government Code Section 6500 et seq. and provides a full-service risk management program for California's local governments.

CAPRI has 63 Parks and Recreation Districts and CAPRI is one of the 150 Joint Powers Authorities (JPA) in the State of California. This program of self-insurance is permitted under Government Code Sections 6500 and 990.8. CAPRI provides self-insurance and related services to members of California Association of Recreation and Park Districts (CARPD).

ANALYSIS

To assess the cost of the District’s current Insurance carrier CAPRI’s Training Services versus SDRMA’s Training Services, staff compared the 2018 CAPRI and SDRMA Training Course offerings and benefits.

CAPRI offers access to the CAPRI video library; Target Solutions, an online training company; EIA TV with 24/7 access to on-demand webinars; WUMBUS, an online streaming library of safety/training videos, and membership with California Special Districts Association (CSDA). CSDA allows for discounted conference rates; seminar and webinar trainings. Over the past three years the District has received rebates from CAPRI: 1) FY 2014-2015 \$9,093, 2) FY 2015-2016 \$11,477, 3) FY 2016-2017 \$10,594.

SDRMA offers a MemberPlus Service. This service is considered a free service to members to help prevent and reduce claims. The service includes Target Solutions, a company nurse telephone program, legal hotline support, training workshops (safety, loss prevention), multi-media library, and a credit incentive program. SDRMA does receive more robust membership benefits including training discounts, conference and seminar discounts with CSDA Membership.

Overall both CAPRI as well as SDRMA offer a variety of training opportunities to provide valuable industry programs and services for public agencies.

	CAPRI	SDRMA
CSDA		X
Target Solutions	X	X
EIA TV	X	
WUMBUS	X	
Video/Multimedia Library	X	X
Telephone Nurse		X
Legal Hotline		X
Rebate or Incentive Program	X	X

FISCAL IMPACT

Continuing coverage with CAPRI will not have an immediate fiscal impact and is currently included in the proposed FY 2017-2018 Budget.

RECOMMENDATION

It is recommended the Board approve the continuation of coverage with California Association for Parks & Recreation Indemnity (CAPRI).

ATTACHMENT

- 1) Comparison in Numbers (1 page)

CAPRI vs SDRMA General Liability & Workers' Compensation

	General Liability	Workers' Compensation	TOTAL COST
CAPRI	\$87,921.00	\$129,963.00	\$217,884.00
SDRMA	\$126,152.83	\$124,579.00	\$250,731.83
Increase/Savings (includes 5% multi-program discount)	District Increase \$38,231.83	District Saving \$5,384.00	District Increase \$32,847.83

Splitting Coverages (No Multi-Program Discount)

Coverage	Cost
CAPRI General Liability	\$94,228.64
SDRMA Worker's Compensation	\$130,807.95
Total Cost Splitting Coverages	\$225,036.59
Current Cost	\$217,884.00
Price Increase	\$7,152.59

**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: February 7, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF BID
SPECIFICATIONS FOR WOOD REPLACEMENT FOR
BOB KILDEE PARK PAVILION**

RECOMMENDATION

It is recommended the Board approve the bid specifications for the wood replacement work needed at the Bob Kildee Park pavilion and direct staff to solicit proposals.

BACKGROUND

Bob Kildee Park is a 13-acre multi-use community park that was developed in 1969. Bob Kildee Park is one of the most popular and highly utilized sites in the District's park system, primarily because of its centralized location and its vast mixture of amenities. The Park amenities include a handful of picnic areas in which 2 (two) are reservable, 6 (six) tennis courts, skate park, playground, Aquatic Center, and 7 (seven) permanent baseball fields which are home to the Camarillo Pony Baseball Association. In addition, Bob Kildee Park also shares property lines with the Boys and Girls Club and Pleasant Valley School District's main office and an elementary school, which adds to the already heavy use of the Park.

For all the above-mentioned reasons Bob Kildee Park is among one of the most desirable destinations for picnic reservations. The Park averages about 30 picnic reservation permits yearly and contributes approximately \$6,500 to the District's annual revenue. Bob Kildee picnic area #1 averages about 18 of those reservation permits annually, equating to approximately \$4,500 in revenue per year. This picnic area is one of the District's largest group picnic areas, capable of serving groups up to 200 people.

During the July Board meeting, the Board appropriated capital funds in the amount of \$38,000 for the replacement of the wood covering of picnic area #1 located at Bob Kildee Park.

ANALYSIS

While the park itself has had many upgrades over its 49 years of existence, the picnic pavilion of area #1 has only undergone minor changes and the wooden pavilion covering is original. Staff has painted it multiple times, however, with 49 years of weather the structural wood members have developed extensive dry rot coupled with associated termite damage that has compromised its structural integrity. There are also many top boards that serve the purpose of sun exclusion that are either missing and or rotten.

With the above-mentioned pavilion being one that generates multiple rentals throughout the year, a replacement wood covering will eliminate any hazards to park goers using the pavilion.

As part of this project, Board asked staff to examine various options:

Option #1: a) Remove and dispose of the current wood on the pavilion, b) Match the existing layout, c) Prime and paint the new wood, and d) Installation.

Option #2: Replace the entire structure with steel columns and steel gable style covering. Cost for this option would be \$65,000-\$85,000 for material only. The costs for structural engineering and installation are unknown at this time.

Option #3: Replace the existing lumber with recycled plastic lumber. This option would require adding (8) eight new block columns to support the 20' span. Cost for this option would be approximately \$49,000 to \$58,000 which would include 8 new columns and recycled plastic lumber. Installation costs are unknown at this time.

FISCAL IMPACT

There is no fiscal impact with this action however, bids will be brought back to the Board at which time there will be a fiscal impact.

RECOMMENDATION

It is recommended the Board approve the bid specifications for the wood replacement work needed at the Bob Kildee pavilion and direct staff to solicit proposals.

ATTACHMENT

- 1) Bid Specifications (78 pages)
- 2) Request for Proposal (7 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

**BOB KILDEE PICNIC AREA #1 PAVILION WOOD COVERING
PROJECT**

FISCAL YEAR 2017-2018

SPEC NO. BKP1-2018-1

BID OPENING: Friday, February 9, 2018

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

**BOB KILDEE PICNIC AREA #1 PAVILION WOOD COVERING
PROJECT
SPEC NO. BKP1-2018-1**

FISCAL YEAR 2017-2018

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

RCE _____

PLEASANT VALLEY RECREATION & PARK DISTRICT

**BOB KILDEE PICNIC AREA #1 PAVILION WOOD COVERING
PROJECT**

**SPEC NO. BKP1-2018-1
FISCAL YEAR 2017-2018**

TABLE OF CONTENTS

TABLE OF CONTENTS.....i

NOTICE INVITING SEALED BIDSA-1 - A-4

INSTRUCTIONS TO BIDDERSB-1 - B-6

BID FORMC-1 - C-5

BID BONDD-1 - D-2

INFORMATION REQUIRED OF BIDDERSE-1 - E-8

AGREEMENTF-1 - F-4

FAITHFUL PERFORMANCE BONDG-1

LABOR AND MATERIAL BONDH-1 - H-2

WORKERS' COMPENSATION CERTIFICATE.....I-1

APPRENTICESHIP REQUIREMENTS.....J-1

GENERAL PROVISIONSGP-1 - GP-6

SPECIAL PROVISIONSSP-1 - SP-23

TECHNICAL SPECIFICATIONSTP-1 -TP-10

CONSTRUCTION DRAWINGSAPPENDIX A

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

FOR THE

**BOB KILDEE PICNIC AREA #1 PAVILION WOOD COVERING
PROJECT
SPEC NO. BKP1-2018-1**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, CA 93010, up to the hour of **2:00 P.M., Thursday March 8, 2018**, at which time they will be publicly opened and read aloud in the Administrative Conference Room, **Camarillo, California**, for performing the following work:

**BOB KILDEE PICNIC AREA #1 PAVILION WOOD COVERING
PROJECT
SPEC NO. BKP1-2018-1**

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 "**BOB KILDEE PICNIC AREA #1 PAVILION WOOD COVERING PROJECT SPEC NO. BKP1-2018-1**" 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 **Friday, February 23, 2018 at 9:00 A.M.**, located at 1030 Temple Ave. Camarillo, CA 93010.

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to **BOB KILDEE PICNIC AREA #1 PAVILION WOOD COVERING PROJECT**. The work will take place at 1030 Temple Ave. in Camarillo, California 93010, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE PROJECT MANAGER ESTIMATE FOR THIS PROJECT IS: \$30,000

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

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

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/parks/capital>. Paper copies are also available in Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 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 "**C-39**" 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: Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on February 23, 2018 commencing at 9:00 am, located at located at 1030 Temple Ave, Camarillo, CA.

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

INSTRUCTIONS TO BIDDERS

BID REGISTRATION: Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on February 23, 2018 commencing at 9:00 am, located at 1030 Temple Ave. Camarillo, CA. **BID REGISTRATION FOR BOB KILDEE PICNIC AREA #1 PAVILION WOOD COVERING PROJECT, SPEC NO. BKP1-2018-1**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **BOB KILDEE PICNIC AREA #1 PAVILION WOOD COVERING PROJECT SPEC NO. BKP1-2018-1**. 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 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, \$3,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$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 project site to the final disposal location, including non-owned disposal sites.

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BID REGISTRATION FOR BOB KILDEE PICNIC AREA #1
PAVILION WOOD COVERING PROJECT**

SPEC NO. BKP1-2018-1

FISCAL YEAR 2017-2018

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
Bob Kildee Pavilion

SPEC NO. BKP1-2018-1

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 "**Bob Kildee Wood Replacement Project, Spec NO. BK PI-2018-1**" 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 "**Bob Kildee Wood Replacement Project, Spec NO. BK PI 2018-1**", 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

**BOB KILDEE PICNIC AREA #1 PAVILION WOOD COVERING PROJECT
SPEC NO. BKP1-2018-1**

FISCAL YEAR 2017-2018 BID SCHEDULE

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

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

Bidder Name

Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 201__, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

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

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

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

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

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

(9) List at least three (3) completed projects completed in the last 18 months:

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

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

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

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

Date of Inspection: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Date: _

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

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

QUESTIONNAIRE

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

Yes _____ No _____

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

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

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____, 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, CAMARILLO, 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 "BOB KILDEE PICNIC AREA#1 WOOD COVERING PROJECT, SPEC NO. BK P1-2018-1" 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 **THIRTY (30) consecutive working days**, exclusive of maintenance periods, 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 the State Labor Code 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, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

The Contractor is required to post at the job site the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

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

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

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

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

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

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

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

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

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

[Signatures on next page]

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

Dated _____, 2017

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 20__

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 **Bob Kildee Wood Replacement Project, Spec NO. BK PI-2018-1;**

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 _____, 20____.

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:

**BOB KILDEE PICNIC AREA #1 PAVILION WOOD COVERING
PROJECT**

SPEC NO. BKP1-2018-1

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 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 1030 Temple Ave. 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 pre-construction 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 project completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

CONSTRUCTION WORKING HOURS: The Contractor's regular hours of work will be from 7:00 AM to 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

BOB KILDEE PICNIC AREA #1 PAVILION WOOD COVERING PROJECT

SPEC NO. BKP1-2018-1

FISCAL YEAR 2017-2018

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 Park Services 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 **THIRTY (30) 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 project for termination.

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

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

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

4-1.2 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.

4-1.3 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.

4-1.4 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.

(a) 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.

(b) 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.

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

(d) 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.

(e) 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 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 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 4:00 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 prior to the filing of "Notice of Completion" by the Project Manager. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite and if such location is used, it shall be submitted in writing and approved by the District 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

BOB KILDEE PICNIC AREA #1 PAVILION WOOD COVERING PROJECT

SPEC NO. BKP1-2018-1

GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Wood Covering tear-off.
 - 2. Framing with dimensional lumber.
 - 3. Framing with timbers.
 - 4. Salvaging of non-hazardous demolition and construction waste.
 - 5. Recycling of non-hazardous demolition and construction waste.

1.3 DESCRIPTION OF WORK

Pavilion Wood Covering Re-build

- A. Remove and disposal of existing wood.
- B. Re-build with new lumber per existing layout
- C. Apply (2) two coats of primer.
- D. Apply (2) two coats of paint.
- E. All hardware and fasteners must be galvanized.
- F. Install new wood to match existing layout.
- G. Provide temporary chain-link fencing around work site.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise; indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.5 DEFINITIONS

- A. Exposed Framing: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Wood Covering Tear-Off: Removal of existing timbers and dimensional lumber roofing system from support columns.
- C. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- D. Existing to Remain: Existing items of construction that are not indicated to be removed.
- E. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- F. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- G. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- H. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- I. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- J. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.
- K. Product Data: For each type of product indicated.

1.6 PROJECT CONDITIONS

- A. Protect jobsite, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from construction operations.
- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

PART 2-PRODUCTS

2.1 LUMBER, GENERAL

- A. Number standards: complied with DOC PS20, "American Softwood Lumber Standard" and with applicable grading rules of inspection agency certified by ALSC's Board of Review.
- B. Inspection agencies: inspection agencies, and the abbreviations used to reference them, include the following:
 - 1. RIS- Redwood Inspection Service
 - 2. WCLIB - West Coast Lumber Inspection Bureau (pressure treated wood)
 - 3. WWPA - Western Wood Products Association
- C. Great stamps: provide lumber with each piece type remarked with the stamp of inspection agency evidencing compliance with Canadian rule requirements and identifying rating agency, trade, species, moisture content at time of surfacing, and mill. For exposed lumber, furnished pieces with great stamps applied to and support back of each piece, or omit great stamps and provide grade -- compliance certificates issued by inspection agency.
- D. Where nominal sizes are indicated, provide actual sizes required by DOC PS20 for moisture content specified. Actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 1. Provide dried lumber with 19% maximum moisture content at time of testing inch nominal thickness or less, unless otherwise indicated.

2.2 DIMENSION LUMBER

- A. General: provide dimension lumber grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.
- B. Framing Lumber: provide framing including Joist and rafters (2x8 and larger), 4x members.
 - 1. Grade: No. 1.
 - 2. Species: Douglas fir-larch; WWPA
- C. Exposed Framing: provide material hand selected from lumber of species in grade indicated above toward uniformity of appearance and freedom from characteristics that would impair finish appearance.

2.3 TIMBERS

For timbers of 5-inch nominal size and thicker, provide material complying with the following requirements:

- 1. Species and Grade: Douglas fir-larch, No. 1 WWPA rules.

2. Additional Restriction: Free of heart centers.

2.4

Fasteners

- A. rough carpentry is exposed to weather, or an area of high relative humidity, provide customers with a hot-dip zinc coating per ASTM A153
- B. Nails: FS FF-N105.
- C. Power Driven Fasteners: CABO NER272
- D. Wood Screws: ASME B18.6.1
- E. Lag Bolts: ASME B18.2.1. (ASME B18.2.3.8M)
- F. Bolts: steel bolts complained with ASTM A307, Grade A (ASTM F568, Property Class 4.6); with ASTM A563 (ASTM a 563M) hex nuts and flat washers.

2.5

Paint

- A. Primer: PPG Seal Grip, interior/Exterior Acrylic Universal Primer/Sealer
- B. Paint: PGP Manor Hall Exterior 100% Acrylic Latex

PART 3 - EXECUTION

3.1 PREPARATION, GENERAL

- A. Pollution Control: Comply with environmental regulations of authorities having jurisdiction. Limit spread of dust and debris.
 1. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 2. Remove debris by hoist or other device that will convey debris to grade level.
 3. **TEMP FENCE**

3.2 WOOD TEAR-OFF N/A

- A. General: Notify Owner each day of extent of roof tear-off proposed for that day.
- B. Remove aggregate ballast from roofing membrane.

- C. Remove protection mat and insulation from protected roofing membrane.
 - 1. Discard extruded-polystyrene insulation that is wet and exceeds 8 lb/cu. ft. (128 kg/cu. m).
 - 2. Store extruded-polystyrene insulation for reuse and protect from physical damage.
- D. Roof Tear-Off: Remove existing roofing membrane and other membrane roofing system components down to the deck.
 - 1. Remove cover boards, roof insulation and substrate boards.
 - 2. Remove fasteners from deck.

3.3 RECYCLING OF DEMOLITION AND CONSTRUCTION WASTE N/A

- A. Recycling of wood and other components into manageable size, and package for pickup and handling in accordance with recycling vendor's requirements.
- B. Prevent other materials or debris from intermixing with recycled material.

3.4 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

3.5 CLEANING N/A

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by preparation for new wood installation. Return adjacent areas to condition existing before operations began.

APPENDIX A

CONSTRUCTION DRAWINGS/PHOTOS





Page 3 of 8
BK-Pavilion wood covering re-build



**Bid Specifications for
Bob Kildee Picnic Area
#1 Pavilion Wood
Covering**

**Request for Proposal:
Due March 8, 2018, 2:00 pm**



www.pvrpd.org • 805-482-1996

Nick Marienthal
Park Supervisor
Pleasant Valley Recreation
and Park District, Camarillo, CA
805-482-5396 X 304
nmorienthal@pvrpd.org
www.pvrpd.org

INVITATION TO BID

Pleasant Valley Recreation and Park District (“District”) is seeking bids to replace the Picnic Pavilion Wood Covering of Picnic Area #1 at Bob Kildee Park, 1030 Temple Ave. Camarillo, California 93010. There will be a mandatory job walk on February 23, 2018 at 9:00 am.

SCOPE OF WORK:

- Remove and dispose of existing wood.
- Apply (2) two coats of primer.
- Apply (2) two coats of paint.
- All hardware and fasteners must be galvanized.
- Install new wood to match existing layout.
- Provide temporary chain-link fencing around work site.

BASIS OF SPECIFICATIONS

Refer to manufacturers specifications unless otherwise noted herein, the specifications for this project shall be the Standard Specifications for Public Works Construction (the “GREEN BOOK”), latest edition.

PROPOSAL PROCESS

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

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

Request for Proposal Due March 8, 2018, 2:00 pm

EVALUATION OF PROPOSALS

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

The evaluation of proposal will be based on the following:

- Completeness and thoroughness of information provided and adherence to deliverables.
- Ability to meet budget, although cost will not be the sole factor.
- Ability to comply with all State, Federal and local regulations.
- Ability to possess a California State Contractor License and a City of Camarillo business license and the proper insurance and bonding.
- Possess a D.I.R number at the time of bid submittal.

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

CONSTRUCTION SCHEDULE

Within ten (10) days of the District's Contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the various items of work.

Contract Award: April 5, 2018

Project Start Date: approx. April 16, 2018

Project Completion Date: no later than May 18, 2018

HOURS OF OPERATION

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

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

Weekends (Sat. & Sun.): 7:00 AM – 7:00 PM

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

TIME LINE

Request for Proposals released February 9, 2018

Proposals must be received by March 8, 2018, 2:00 p.m.

Contract award April 5, 2018

Project Start Date approx. April 16, 2018

Project Completion Date no later than May 18, 2018

Request for Proposal Due March 8, 2018, 2:00 pm

PROPOSAL DEADLINE

The deadline for the proposal is **March 8, 2018, 2:00 p.m.** Proposal must be submitted in a sealed envelope marked ***RFP Bob Kildee Picnic Area #1 Pavilion Wood Covering*** by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

Please submit two (2) copies of the proposal to:

Nick Marienthal
Park Supervisor
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

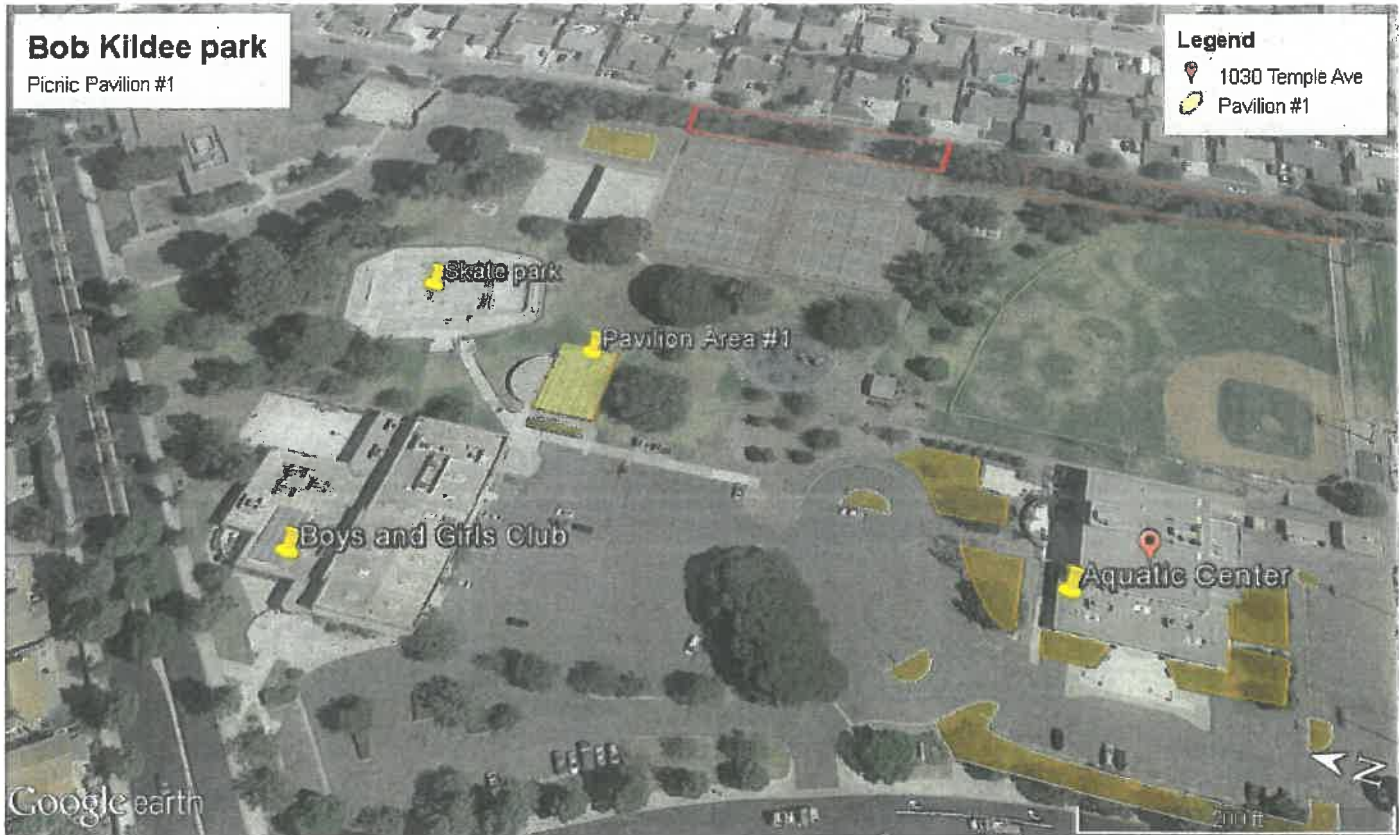
FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

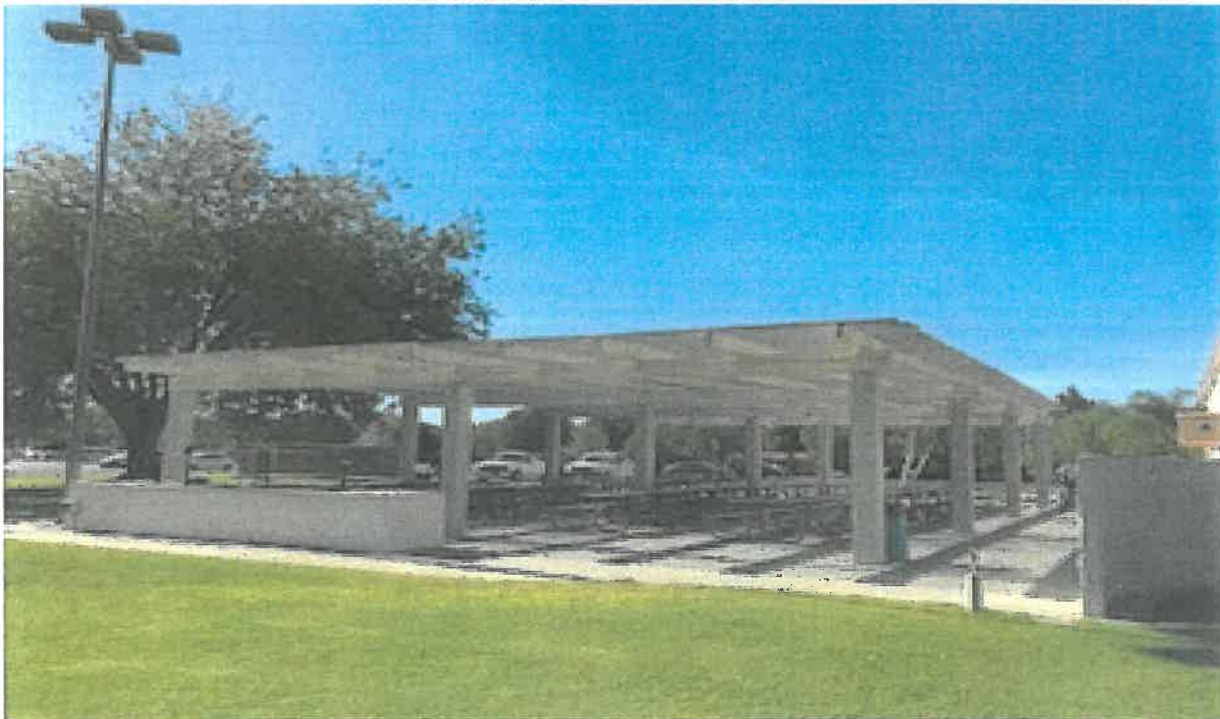
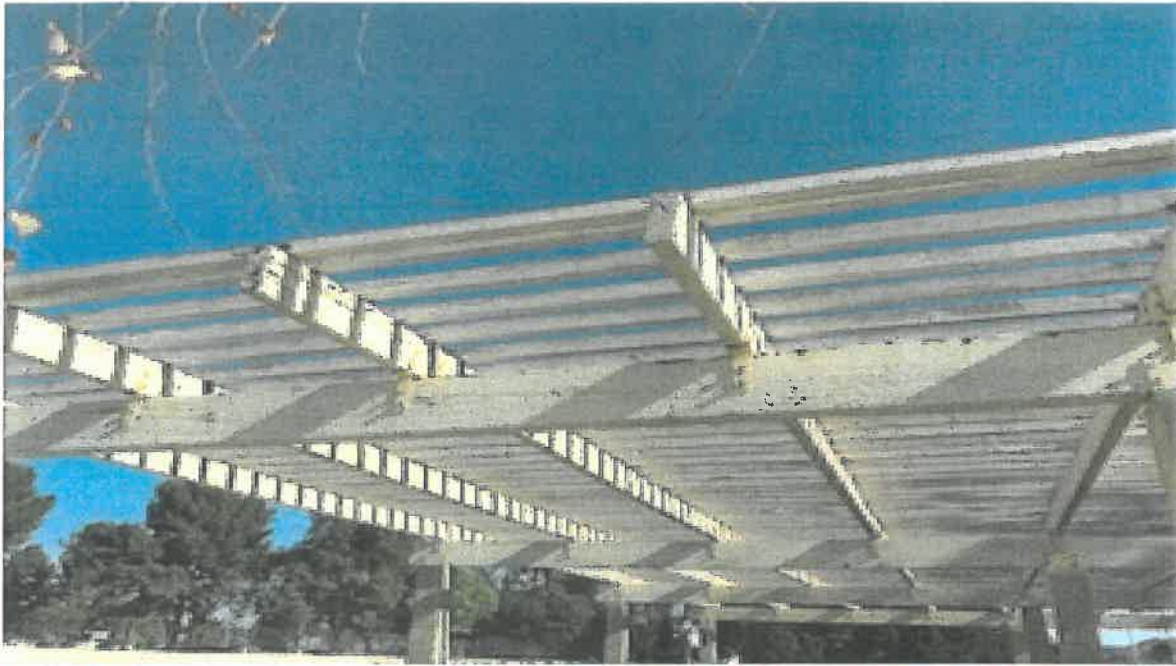
ADDITIONAL INFORMATION

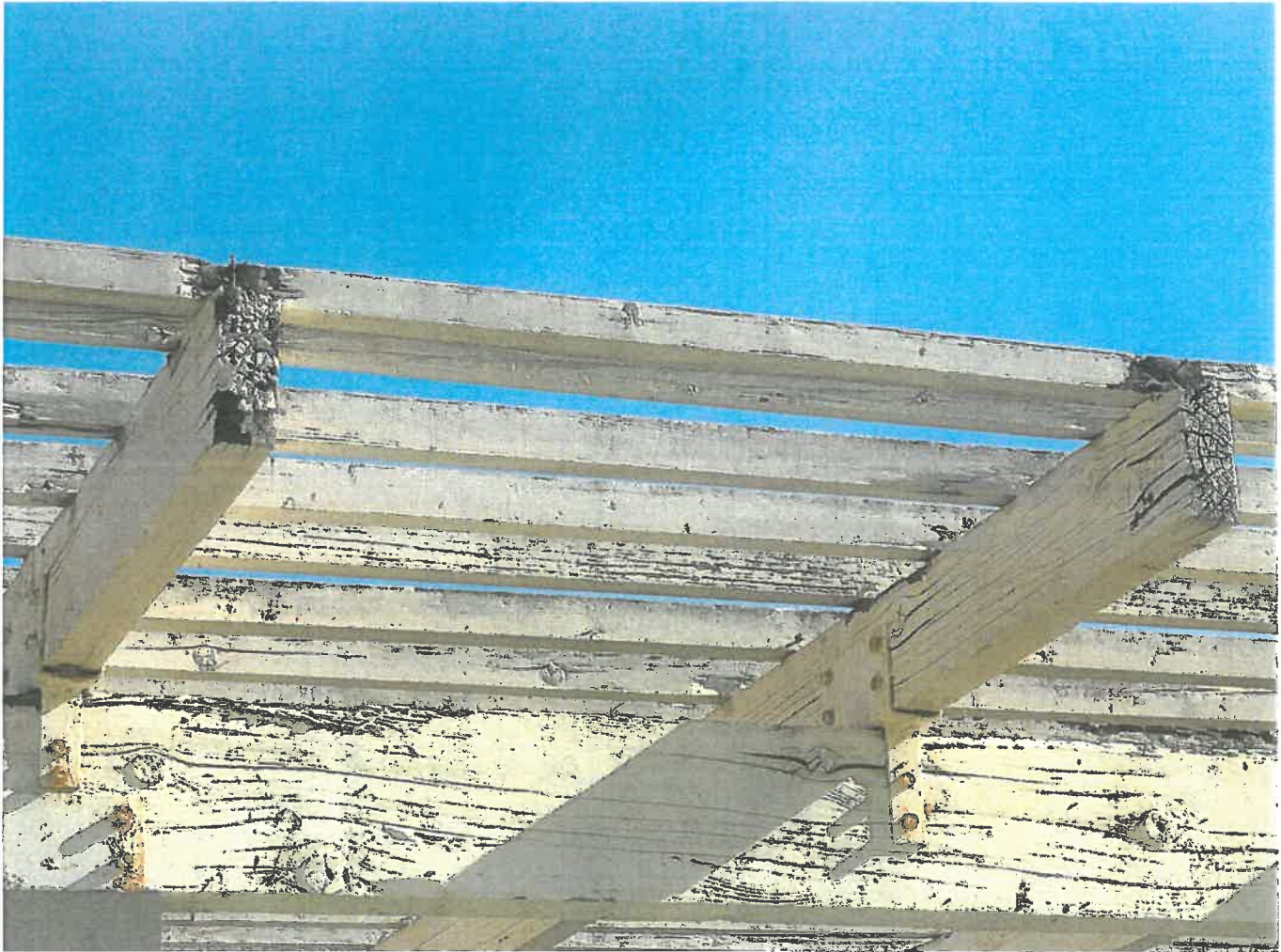
For questions contact: **Nick Marienthal**, Park Supervisor
805-482-5396 ext 304

E-Mail nmarienthal@pvrpd.org

Request for Proposal Due March 8, 2018, 2:00 pm







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

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