

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

**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
May 3, 2017**

**6:00 P.M.**

**REGULAR MEETING**

**NEXT RESOLUTION #574**

- 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. Eagles Soccer Club
- 6. PUBLIC COMMENT** - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
  - A. Minutes for Regular Meeting of April 5, 2017**  
Approval receives and files minutes.
  - B. Warrants, Accounts Payable & Payroll**  
Approval of District's disbursements dated on or before April 20, 2017.
  - C. Financial Report**  
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for March 31, 2017.

## 8. NEW ITEMS-DISCUSSION/ACTION

**A. Approval and Award of the Contract Agreement Between the District and West Coast Arborists, Inc. for Tree Trimming and Maintenance Services**

Approval would award tree trimming and maintenance services contract to West Coast Arborist, Inc. for a five-year term.

Suggested Actions: A MOTION to Approve and review the proposals received in response to the Tree Trimming and Tree Maintenance Request for Proposals (RFP) and to Approve the authorization for the General Manager to enter into an agreement with West Coast Arborists, Inc. for tree maintenance services for a five-year term.

**B. Consideration and Approval of New Classification – Student Worker/Intern**

Approval of new classification, job description and salary for Student Worker/Intern sets terms for the Part Time Seasonal/Temporary position.

Suggested Actions: A MOTION to Approve a new classification and salary range for Student Worker/Intern.

**C. Consideration and Approval of 1% Cost of Living Adjustment (COLA) for Full-Time and Part-Time Year-Round Non-Represented Employees and the Updated Salary Schedules**

Approval of 1% COLA for year-round non-represented employees will equalize salaries with the represented year-round employees.

Suggested Action: A MOTION to Approve the updated Salary Schedule with a 1% COLA for non-represented year-round employees.

**D. Consideration and Adoption of Resolution No. 573, Declaring Intention to Levy Assessments for FY 2017-2018, Preliminarily Approving Engineer's Report, and Providing for Notice of Hearing for the Park Maintenance and Recreation Improvement District for the Pleasant Valley Recreation and Park District**

Preliminary approval of the Engineer's Report and establishment of the hearing date allows for the development of the proposed budget and assessment rate.

Suggested Actions: A MOTION to Adopt Resolution No. 573, accepting the Engineer's Report and schedule the public hearing for June 7, 2017.

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

Approval of bid specifications allows staff to solicit proposals for parking lot repairs at Bob Kildee Park.

Suggested Actions: A MOTION to Approve the bid specifications for the asphalt replacement work needed at the Bob Kildee Park parking lot and direct staff to solicit proposals for the approved bid specifications.

**F. LAFCo Vote**

A majority vote was not obtained in the LAFCo's first run off election for a special district alternate member, so a 2<sup>nd</sup> run off is now required to determine the alternate member.

Suggested Actions: A MOTION to Approve selection and vote for a Ventura Local Agency Formation Commission (LAFCo) special district alternate member.

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

- A. Chairman Dixon
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Liaison, Personnel and Finance
- 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**

**RECREATION & PARK DISTRICT**

www.pvrpd.org • 805-482-1996

Group: Eagles Soccer Club

Date: April 20, 2017

One representative from your organization must attend the following PVRPD Board Meeting on:  
**Wednesday, April 5 at 6pm at City of Camarillo Council Chambers**

OFFICERS	NAME	ADDRESS	DAY PHONE	CELL PHONE
President	<u>Kathleen Kelley</u>	<u>7261 Los Coyotes Place, Camarillo,</u>		<u>805-443-8339</u>
Registrar	<u>Pam Tracy</u>	<u>7251 Los Coyotes Place, Camarillo</u>		<u>805-890-1428</u>
Treasurer	<u>Serena Myer</u>	<u>5008 Paseo Montelena, Camarillo</u>		<u>805-625-2405</u>
VicePresident	<u>Robert Drescher</u>	<u>826 Calle La Palmera, Camarillo</u>		<u>805-433-3917</u>

Number of participants last year: 650  
Projected number of participants upcoming year: 630

Changes Organization has made from previous year:  
The Eagles Soccer Club has made one significant change to our program since last year.  
We accepted the invitation to participate in the US Soccer Girls Development Academy  
for the 2017/2018 soccer season. We are one of 73 clubs across the nation to play in  
this league for its inaugural season.

Comments for the PVRPD Board of Directors:  
The PVRPD staff and its facilities are an integral part to the success of the Eagles Club.  
We appreciate all the support your staff provides us and want to do our good partner in the future  
of the District and the PV Fields.

Primary Facility (ies) Used? Pleasant Valley Fields  
What Time are Board Meetings Held? 7:15pm  
Where are Board Meetings Held? PV East Meeting Room  
When are new Board Members Elected? March  
When are new Board Members Installed? April

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

**Please complete and turn in to Lanny Binney by March 15, 2017**

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

Form Completed by (print): Kathleen Kelley Date April 20, 2017  
Sign: Kathleen Kelley



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

NAME OF ORGANIZATION Eagles Soccer Club

**Last Year's Financial Statement**

From: **May 2015 - April 2016**

Beginning Balance:	\$ 144,928.53
<i>(Include all accounts, i.e. savings and CDs)</i>	
<b>Revenue:</b>	
Registration:	\$ 904,195.74
Tournaments:	\$ 162,365.05
Fundraisers/Scholarships:	\$ 84,942.43
Snack Bar:	\$ 49,594.18
Interest:	\$ 164.46
Parking:	included in tournaments
Miscellaneous Income:	\$ 751.96
<b>Total Revenue</b>	<b>\$ 1,346,942.35</b>

**Expenses:**

Admin Expense	\$ 14,209.44
Advertising	\$ 2,341.55
Bank Fees	\$ 1,094.25
Equipment (Goals)	\$ 537.50
Facility/Field Maint. - PVF	\$ 43,844.75
Insurance/permits	\$ 1,662.80
Maintenance (field/facility)	\$ 13,742.50
Miscellaneous (includes field rentals)	\$ 15,411.95
Paid Staff (trainers)	\$ 793,752.41
Professional Services (refs)	\$ 67,585.00
Registration fees	\$ 37,560.50
Rentals (Golf Carts, potties)	included in tournaments
Vehicles	\$ 3,296.95
Snack Bar Resale	\$ 49,586.31
Supplies	\$ 287.94
Tournament Entries	\$ 46,825.09
Fundraisers	\$ 52,190.19
Web Consultant	\$ 3,555.00
<b>Total Expense:</b>	<b>\$ 1,097,897.82</b>

**Ending Balance:** \$ 199,458.43

**Proposed Budget**

From: **May 2016 - April 2017**

Beginning Balance:	\$ 199,458.43
<i>(Include all accounts, i.e. savings and CDs)</i>	
<b>Revenue:</b>	
Registration:	\$ 934,825.00
Tournaments:	\$ 151,108.00
Fundraisers/Scholarships:	\$ 74,500.00
Snack Bar:	\$ 50,000.00
Interest:	\$ 200.00
Parking:	included in tournaments
Miscellaneous Income:	\$ 1,000.00
<b>Total Revenue</b>	<b>\$ 1,411,083.35</b>

**Expenses:**

Admin Expense	\$ 14,500.00
Advertising	\$ 2,300.00
Bank Fees	\$ 1,400.00
Equipment (Goals)	\$ 3,000.00
Facility/Field Maint. - PVF	\$ 45,000.00
Insurance/permits	\$ 3,200.00
Maintenance (field/facility)	\$ 18,000.00
Miscellaneous (includes field rentals)	\$ 14,700.00
Paid Staff (trainers)	\$ 828,650.00
Professional Services (refs)	\$ 70,000.00
Registration fees	\$ 39,700.00
Rentals (Golf Carts, potties)	included in tournaments
Vehicles	\$ 8,400.00
Snack Bar Resale	\$ 50,000.00
Supplies	\$ 500.00
Tournament Entries	\$ 100,658.00
Fundraisers	\$ 35,000.00
Web Consultant	\$ 3,500.00
<b>Total Expense:</b>	<b>\$ 1,188,508.00</b>

**Ending Balance:** \$ 222,575.35

List Savings/CDs/Investments here:

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

List Savings/CDs/Investments here:

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

**Pleasant Valley Recreation and Park District  
Minutes of Regular Meeting  
April 5, 2017**

**1. FIRST OPEN SESSION/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 5:00 p.m. by Vice Chair Malloy.

**2. PLEDGE OF ALLEGIANCE**

Vice Chair Malloy led the pledge.

**3. ROLL CALL**

**Roll Call**

Ayes: Mishler, Magner, Kelley, Vice Chair Malloy

Absent: Chairman Dixon

ALSO PRESENT: General Manager Mary Otten, Park Services Manager Bob Cerasuolo, Administrative Services Manager Leonore Young, Recreation Services Manager Amy Stewart, Administrative Analyst Mitchell Cameron, Customer Service Representative and Recording Board Secretary Karen Roberts, Recreation Supervisors Lanny Binney and Jane Raab, Andrea and Richard Huvad, Shirley Honour, Carol Haverty, Marc Lewis, George Peraza and Bob Garcia.

**4. PUBLIC COMMENT**

None.

**5. ADJOURNED TO CLOSED SESSION**

**A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Govt. Code Section 54957) Title: General Manager**

**6. SECOND OPEN SESSION/REGULAR MEETING 6:00 P.M.**

Reconvene from closed session – nothing to report.

**7. CALL TO ORDER**

Vice Chair Malloy turned the gavel over to Chairman Dixon who was present.

**8. AMENDMENTS TO THE AGENDA**

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

**Motion to  
Approve  
Agenda as  
Presented**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

**9. PRESENTATIONS**

**A. District Highlights**

Recreation Services Manager Bob Cerasuolo presented the highlights of the March/April District programs and activities. The Aquatic Center is offering a Pirate and Mermaid

Camp during spring break, April 1-13 and will be holding a Try a Tri kid's triathlon on April 22. The Senior Center will be hosting a Spring Fling Dance on Tuesday, April 18 and the Rummage Sale has been postponed to April 22. Over 100 boxes of food were distributed on April 5 to qualified seniors and the Food Share Senior Kit distribution will continue on the first Wednesday of the month in the Community Center parking lot. CPBA's opening day was on March 4 and the adult softball and kickball spring leagues have begun. At Adolfo Park, a large Monterey Pine tree was uprooted and needed to be removed and irrigation had to be rerouted to make way for the new playground installation. Easter Eggstravaganza will be held on Saturday, April 15 at the Community Center. PVRPD has several employment opportunities available and more information can be found on the website.

The District Spotlight focused on capital improvement projects throughout the District. Some of the completed projects are a new phone system, a new poster machine, the slurry of a portion of the PV Fields parking lot, tree removals at Bob Kildee Park, and the installation of playgrounds at Woodside, Encanto and Adolfo Parks. Also in progress or coming up are the needs assessment, Camarillo Grove parking lot replacement, a fleet vehicle replacement, Bob Kildee parking lot repaving, and website redesign.

#### B. Premier America

Recreation Services Manager Amy Stewart recognized Premier America for its support of the Camarillo Grove Nature Center and its outdoor education programs. Carol Haverty, one of the District's nature class instructors, introduced Premier America Credit Union's local branch manager Shirley Honour who donated \$250 to PVRPD on behalf of Carol Haverty through its Pay It Forward program which recognizes those who make a difference in their communities.

#### C. Camarillo Girls Softball Association

Recreation Supervisor Lanny Binney introduced George Peraza, president of CGSA who presented the organization's annual update. CGSA has three seasons with Spring League, All Stars and Fall Ball. There are about 290 players ranging from T-ball to 15u and they are hosting the Jessica Mendoza All Star Tournament on June 2 - 4. The group would like to move forward with the possibility of raising the screen for safety.

#### D. BMX

Recreation Supervisor Lanny Binney introduced Andrea Huvad with Freedom Park BMX which is in its 10<sup>th</sup> year of operation. Ms. Huvad presented a summary of programs which includes races, training and clinics, coaching programs, practices, parties, and special events. The USABMX State Championship in January 2016 had over 1100 visitors and 378 riders. Next tournament will be on June 17 & 18. Some of the group's challenges are retention of riders, the small size of the area, grounds maintenance, budget, equipment fear, and competition with larger facilities and traditional sports. After all the recent rains, the track had to be rebuilt for about \$10,000 to get it rideable.

## 10. PUBLIC COMMENT

Chairman Dixon accepted one speaker card from Administrative Analyst Mitchell Cameron. Bob Garcia of Camarillo stated that it has been several months since he made a request for a baseball diamond to be named for Victor Corona, a Camarillo resident who went missing in action over Korea since 1952. Mr. Garcia stated that he has not heard back from anyone on this matter and would like to know if he will receive consideration.

## 11. CONSENT AGENDA

- A. Minutes for Regular Board Meeting March 1, 2017
- B. Warrants, Accounts Payable & Payroll thru March 29, 2017
- C. Financial Report
- D. Consideration and Approval of Resolution No. 571 Proclaiming May 2017 as Older American's Month
- E. Consideration and Approval of Resolution No. 572 Proclaiming April 2017 as Arbor Month
- F. Consideration and Approval of the Specifications for the Purchase of a Replacement Vehicle

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

**Motion to  
Approve  
Consent Agenda**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

## 12. NEW ITEMS – DISCUSSION/ACTION

### A. Information on CalPERS' Action on Discount Rate

Administrative Services Manager Leonore Young presented an informational update on CalPERS action on the discount rate and its impact on the District and member contributions. In the last few years, CalPERS has lowered the discount rate, changed amortization policies and recognized the decreasing working employee to retiree ratio in order to reduce additional risk to the CalPERS fund. CalPERS rate of return has not been what was expected so they will be reducing the discount rate over the next three years which will increase employer rates and unfunded liability payments. Discussion included the lower true rates of return, the increasing reduction in the number of workers to retirees due to agencies cutting back on employees to save money, the seriousness of the statewide problem, possibly paying off some of the plans, the long term challenges, effect on services, and need for efficiency and planning.

### B. Lump Sum vs Monthly CalPERS Unfunded Liability Payment

Administrative Services Manager Leonore Young presented payment options for the District's unfunded liability. A lump sum payment option would save \$8556 versus monthly payments. Discussion included the minimal cost of interest if District has to

borrow money at end of year because of a lump sum payment schedule. An annual payment would be due by July 31, 2017.

Chairman Dixon called for a motion. A motion was made by Director Mishler and seconded by Director Magner to approve a lump sum CalPERS unfunded liability payment in July 2017.

**Motion to  
Approve  
Lump Sum  
Payment**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

### C. Approval of Total Brand Delivery Agreement

Administrative Analyst Mitchell Cameron presented a two year agreement with Total Brand Delivery (TBD) for the placement and installation of 76 pole pads and covers at four District parks. There would be a potential for the District to generate up to \$123,120 in revenue if TBD is able to rent/sell advertising space on the pole pad covers. Mr. Marc Lewis with TBD was present for questions. Discussion included school property and permissions, fully customizable cover wraps with field position identification, enhanced safety aspect of the pads, skepticism due to the short lived Poo Free bags agreement, conservative estimates, captive audience with parents present at sports fields for hours at a time, starting a trial at Pleasant Valley Fields, exclusivity of the contract, pad specifications, installation procedures, texting info versus QR codes, 90 day rotation for advertisers, and the agreement's limiting of District's potential financial liabilities.

Chairman Dixon called for a motion. A motion was made by Director Malloy and seconded by Director Magner to approve and authorize the General Manager to enter into an agreement with Total Brand Delivery DBA Pole Positions.

**Motion to  
Approve TBD  
Agreement  
For Pole  
Positions**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

## **13. INFORMATIONAL ITEMS**

A. Chairman's Report – Chairman Dixon requested an update on the outdoor pickleball courts at Bob Kildee Park.

B. Ventura County Special District Association/California Special District Association- Director Mishler, the new chairman for VCSDA stated that the recent meeting in Thousand Oaks had Tony Morgan with United Water discussing their groundwater modeling program. Director Magner stated that in CSDA the Little Hoover Commission met regarding the sunseting of special districts every ten years for re-chartering and also if there is a need for special districts at all. Ms. Magner will be attending Leadership Academy in San Luis Obispo and General Manager Mary Otten will be joining her for Legislative Days in Sacramento.

- C. Santa Monica Mountains Conservancy – Director Mishler attended a March 27 meeting in Los Angeles. A completed survey of users at state parks showed a threefold increase in usage within the SMM. One discussion item was park usage as a sanctuary and the input was that the discussion and decision should be held at an elected state or city level rather than with an appointed state body. Proposition 1 funding was completed with one million dollars going to 17.3 acres at the Laurel Canyon watershed with \$620,000 outside matching funds and then \$385,000 for five acres at Liberty Canyon for a wildlife corridor with outside matching funds of \$375,000.
- D. Standing Committees – Finance – Director Malloy stated that the District is under in expenses and is in good shape. Policy – Director Dixon stated that the committee discussed the preservation of information with respects to text messages and e-mails and also reviewed the current legal review of Ordinance 8.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Magner reminded everyone to save the date of August 26 for the Foundation’s fundraiser, A Starlit Summer’s Night at Camarillo Grove Park.
- F. General Manager’s Report – General Manager Otten reported that there are eight positions currently open at the District and Megan Hamlin was just hired in Administration to assist with the Foundation and projects. Other items mentioned are the start of budget workshops on April 27, website re-design, the upcoming replacement of two pump stations for the Mission Oaks Off-leash Dog Area water fountain by the school district, the painting of two pickleball courts at Bob Kildee Park by next week, trail work at the Las Posas Equestrian Park, the closure of Camarillo Grove Park for parking lot replacement from April 17 through mid-May, Easter Eggstravaganza on April 15, the UCLA-Pepperdine-Santa Barbara women’s soccer match at PV Fields on April 15 and the Senior Center Rummage Sale which has been moved to April 22 due to rain.

#### 14. ORAL COMMUNICATIONS

Director Mishler thanked speaker Bob Garcia for attending and stated that he would follow up with him and General Manager Otten regarding some ideas for naming. Director Malloy congratulated Director Mishler on his election and first meeting as president of VCSDA. Mr. Malloy mentioned that Camarillo citizen Art Roberts spoke to him about possibly bringing lawn bowling to Camarillo. Mr. Roberts’ son is a national lawn bowler champion. Mr. Malloy stated that the sport is very low impact, can use artificial turf and all ages can play. Director Kelley stated that Camarillo has the best parks around because they are run by a special district (PVRPD) with a specific mission involving recreation and parks. Mr. Kelley asked that the citizens of Camarillo be aware that the parks need to be protected and not go by the wayside because there are government entities that think differently. Mr. Kelley reminded everyone of the UCLA women’s soccer match which was put together by the Eagles Soccer Club and is provided free on April 15 at PV Fields. Chairman Dixon stated that regarding the underfunding of the CalPERS pension plan, PVRPD is in better shape than most due in part to Director Malloy who has a clear understanding of this issue and has addressed it from the start.

**15. ADJOURNMENT**

Chairman Dixon adjourned the meeting at 8:27 p.m.

**Respectfully submitted,**

**Karen Roberts  
Recording Secretary**

**Approval,**

**Neal Dixon  
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: May 3, 2017**

**SUBJECT: FINANCE REPORT – MARCH 2017**

**RECOMMENDATION**

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

**ANALYSIS OF COMPARATIVE FINANCIAL THROUGH MARCH 31, 2017**

Attached you will find the PVRPD Statements of Revenues and Expenditures for the period of July 1, 2016 through March 31, 2017 with a year-to-date comparison for the period of July 1, 2015 through March 31, 2016. The percentage rate used for the 2016-2017 fiscal year budget is 75% for Period 9 of the fiscal year.

**REVENUES**

Total revenue for the 9th month ending March 31, 2017 for Fund 10 (General Fund) has an overall increase of \$3,198,354. This increase is due to the following items: 1) Park dedication fee (\$3,123,562) and 2) Tax apportionment (\$108,777). There was a decrease in Current Supplemental Pass Thru (\$18,778) along with a decrease in Cell Tower Revenue (\$18,226) due to timing of receipt of payments.

If the park dedication fees are not factored into the revenue variance from prior year, the general ledger shows a revenue increase of \$74,792 over prior year. This increase is primarily due to the items listed in the prior paragraph.

Total revenue for the 9th month ending March 31, 2017 for Fund 20 (Assessment District) is at 62.38% of budget which is \$590,617. The revenue received was from the Assessment District tax which was received in December. The remaining Assessment District tax will be received again in April 2017.

**EXPENDITURES**

Personnel Expenditures have increased by \$210,741 for FY 2016-2017 in comparison to personnel expense for the same time period. This increase is primarily due to an increase in full time wages of \$107,678 due to vacant positions being filled in comparison to last year. Another increase is in the PERS Unfunded Liability of \$20,831 in comparison to prior year due to the



annual increase from CalPERS. Retirement has increased \$49,339 which includes PERS, FICA and Medicare. Overall personnel is under budget by 9.8%.

Service and Supply Expenditures have increased \$75,981 in comparison to the same time period as last year. This increase is primarily due to the following items: 1) Reserve Designated Project \$22,500, and 2) Reserve Dry Period \$68,250, with a decrease of 3) Legal Services \$20,376. The specific Reserve line items are new expense line items and the District has also experienced a decrease in legal services of \$20,376 in comparison to prior year. Even though the Service and Supplies section is higher than prior year, overall the District is still under budget by 17.5%.

Capital projects are currently underway and some have been completed for FY 2016-2017. The District is at 32% of its total capital budget. The General Manager has instructed the managers to have their capital projects complete or near completion by the end of April 2017.

Fund 20 is at 70.0% in Personnel and 70.0% in Service and Supplies. The Assessment District is staying within budget in all categories.

#### **FISCAL IMPACT**

Overall the District is under the approved budget for Fund 10 by 12.9% and Fund 20 by 17.3%. Staff is constantly reviewing ways to make the District run effectively and efficiently while staying within the approved budget along with negotiating with vendors for better pricing.

#### **RECOMMENDATION**

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

#### **ATTACHMENTS**

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

**General Ledger**  
**Statement of Revenues and Expenditures**  
**Fund 10 General Fund**  
**March 2017 75%**

Description	Account	Period Amount	Prior Actual	Year to Date	Budget	Budget Remaining	% Budget Used
<b>Revenue</b>							
Tax Apport - Cur Year Secured	5110	\$ -	\$ 3,059,641.41	\$ 3,168,418.70	\$ 5,825,276.00	\$ 2,656,857.30	54.39%
Tax Apport - Cur Year Unsec	5120	\$ -	\$ 135,266.71	\$ 132,002.25	\$ -	\$ (132,002.25)	0.00%
Tax Apport - Prior Year Sec	5130	\$ -	\$ 42,851.12	\$ 61,143.80	\$ -	\$ (61,143.80)	0.00%
Tax Apport - Prior Year Unsec	5140	\$ -	\$ 6,324.91	\$ 5,910.95	\$ -	\$ (5,910.95)	0.00%
Tax Deeded Sales	5150	\$ -	\$ 51.99	\$ -	\$ -	\$ -	0.00%
Tax Apport - Protested Tax	5160	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
RDA Property Tax Trust Fund	5205	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Cur Supplemental Pass Thru	5210	\$ 12,822.81	\$ 48,888.39	\$ 30,110.70	\$ -	\$ (30,110.70)	0.00%
Supplemental Redemption	5215	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
HOPTR	5230	\$ -	\$ 23,712.64	\$ 23,043.62	\$ -	\$ (23,043.62)	0.00%
Supplemental Assessment Roll	5240	\$ -	\$ 192.50	\$ 200.83	\$ -	\$ (200.83)	0.00%
Housing Authority Apport	5260	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
ERAF Distribution Apport	5270	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Apport Fund	5310	\$ 976.46	\$ 7,153.87	\$ 23,733.23	\$ 22,364.00	\$ (1,369.23)	106.12%
Other Interest Income	5320	\$ -	\$ 170.75	\$ 8,473.28	\$ -	\$ (8,473.28)	0.00%
Loan Proceeds	5350	\$ -	\$ 66,130.00	\$ -	\$ -	\$ -	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ 3,123,562.00	\$ -	\$ (3,123,562.00)	0.00%
Dividends - CAPRI Prior Years	5460	\$ -	\$ 11,477.00	\$ 10,594.50	\$ 10,000.00	\$ (594.50)	105.95%
Assessment Revenue	5500	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Carryover Balance	5502	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Facility Cleaning Fee	5505	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Park Patrol Citations	5506	\$ 582.56	\$ 2,633.92	\$ 3,077.72	\$ 3,520.00	\$ 442.28	87.44%
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Contract Classes -Public Fees	5510	\$ 56,150.40	\$ 405,529.34	\$ 398,713.41	\$ 580,319.00	\$ 181,605.59	68.71%
Public Fees	5511	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Certificates	5512	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Swim Pass-Adult Splash (20)	5513	\$ 510.00	\$ 7,538.33	\$ 3,111.00	\$ 7,344.00	\$ 4,233.00	42.36%
Swim Pass-Senior Splash (10)	5514	\$ 245.25	\$ 1,650.00	\$ 1,303.75	\$ 1,890.00	\$ 586.25	68.98%
Senior Services Revenue	5515	\$ -	\$ 1,860.00	\$ -	\$ -	\$ -	0.00%
Swim Pass - Senior Splash (20)	5516	\$ 425.00	\$ 4,601.50	\$ 4,000.50	\$ 3,570.00	\$ (430.50)	112.06%
Swim Pass-Senior Splash (20)	5517	\$ 90.00	\$ 625.50	\$ 405.00	\$ 2,916.00	\$ 2,511.00	13.89%
Swim Pass-Senior Fitness (10)	5518	\$ 942.00	\$ 9,603.00	\$ 9,159.00	\$ 5,670.00	\$ (3,489.00)	161.53%
Swim Pass-Senior Fitness (20)	5520	\$ 1,448.00	\$ 15,041.45	\$ 14,022.00	\$ 26,529.00	\$ 12,507.00	52.86%
Swim Pass-Adult Splash (10)	5524	\$ 216.00	\$ 2,470.50	\$ 1,824.50	\$ 5,508.00	\$ 3,683.50	33.12%
Vending Concessions	5525	\$ 124.55	\$ 732.09	\$ 3,569.76	\$ 3,160.00	\$ (409.76)	112.97%
Swim Pass-Adult Fitness (10)	5526	\$ -	\$ 788.00	\$ 250.00	\$ 3,240.00	\$ 2,990.00	7.72%
Swim Pass-Adult Fitness (20)	5527	\$ 118.00	\$ 2,939.00	\$ 1,188.00	\$ 5,400.00	\$ 4,212.00	22.00%
Swim Passes - Summer Single	5528	\$ 140.00	\$ 1,050.00	\$ 430.00	\$ 960.00	\$ 530.00	44.79%
Swim Passes - Summer Family	5529	\$ 140.00	\$ 768.00	\$ 1,264.00	\$ 1,680.00	\$ 416.00	75.24%
Rental	5530	\$ 38,305.75	\$ 258,759.39	\$ 267,627.40	\$ 270,302.00	\$ 2,674.60	99.01%
Cell Tower Revenue	5535	\$ 9,487.72	\$ 75,713.96	\$ 57,487.91	\$ 66,398.00	\$ 8,910.09	86.58%
Annual Passes	5536	\$ 375.00	\$ -	\$ 1,557.30	\$ 3,000.00	\$ 1,442.70	51.91%
Parking Fees	5540	\$ 1,611.34	\$ -	\$ 10,808.50	\$ 17,602.00	\$ 6,793.50	61.40%
Indemnity Revenue	5545	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Dues	5550	\$ 163.00	\$ 1,564.87	\$ 1,086.00	\$ 2,240.00	\$ 1,154.00	48.48%
Activity Guide Revenue	5555	\$ 400.00	\$ 4,950.00	\$ 9,990.00	\$ 6,000.00	\$ (3,990.00)	166.50%
Banner Income	5562	\$ -	\$ 1,075.00	\$ -	\$ -	\$ -	0.00%
Gain/(Loss) LAIF Investments	5565	\$ -	\$ 1,589.14	\$ 1,703.98	\$ -	\$ (1,703.98)	0.00%
Donations	5570	\$ 1,843.00	\$ 86,414.74	\$ 93,228.00	\$ 79,220.00	\$ (14,008.00)	117.68%
Donations for CIP Projects	5571	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Scholarships	5573	\$ 1.00	\$ -	\$ 37.75	\$ -	\$ (37.75)	0.00%
Grant - Greenfield Fitness Equ	5574	\$ -	\$ 10,015.00	\$ -	\$ -	\$ -	0.00%
Other/Purchase Discount Taken	5575	\$ 10,654.82	\$ 34,894.10	\$ 59,040.49	\$ 45,621.00	\$ (13,419.49)	129.42%
Cash Over/Under	5580	\$ 10.00	\$ 18.47	\$ 35.00	\$ -	\$ (35.00)	0.00%
Incentive Income	5585	\$ -	\$ 19,032.76	\$ 1,513.81	\$ 1,600.00	\$ 86.19	94.61%
Reimbursement - ROPS	5600	\$ -	\$ 146,963.98	\$ 165,408.89	\$ 90,000.00	\$ (75,408.89)	183.79%
Conversion Adjustment	5900	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
<b>Revenue</b>		<b>\$ 137,782.66</b>	<b>\$ 4,500,683.33</b>	<b>\$ 7,699,037.53</b>	<b>\$ 7,091,429.00</b>	<b>\$ (607,608.53)</b>	<b>108.57%</b>
<b>YTD Comparison</b>				<b>\$ 3,198,354.20</b>			
<b>Personnel</b>							
Full Time Salaries	6100	\$ 165,017.90	\$ 1,407,408.33	\$ 1,515,086.05	\$ 2,185,057.00	\$ 669,970.95	69.34%
Overtime Salaries	6101	\$ 1,650.20	\$ 1,400.65	\$ 8,655.31	\$ 37,691.00	\$ 29,035.69	22.96%
Car Allowance	6105	\$ 462.70	\$ 462.91	\$ 6,192.88	\$ 9,600.00	\$ 3,407.12	64.51%
Cell Phone Allowance	6108	\$ 1,056.60	\$ 1,048.85	\$ 9,989.97	\$ 15,765.00	\$ 5,775.03	63.37%
Part-Time Salaries	6110	\$ 34,268.29	\$ 428,643.59	\$ 361,701.24	\$ 669,296.00	\$ 307,594.76	54.04%
Retirement	6120	\$ 27,136.23	\$ 198,466.60	\$ 247,805.68	\$ 382,260.00	\$ 134,454.32	64.83%
457 Pension	6121	\$ 135.22	\$ 1,216.98	\$ 7,041.62	\$ 10,400.00	\$ 3,358.38	67.71%
Employee Insurance	6130	\$ 18,206.61	\$ 190,659.04	\$ 164,273.75	\$ 266,030.00	\$ 101,756.25	61.75%
Workers Compensation	6140	\$ 10,417.10	\$ 87,259.53	\$ 85,209.26	\$ 176,614.00	\$ 91,404.74	48.25%
Unemployment Insurance	6150	\$ -	\$ 8,961.75	\$ 3,348.33	\$ 9,000.00	\$ 5,651.67	37.20%
Loan - Pension Obligation	6160	\$ 19,234.00	\$ 66,972.50	\$ 173,106.00	\$ 230,808.00	\$ 57,702.00	75.00%
OPEB Expense	6161	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
PERS Unfunded Liability	6170	\$ 33,641.32	\$ 130,554.00	\$ 151,385.94	\$ 201,662.00	\$ 50,276.06	75.07%
<b>Personnel</b>		<b>\$ 311,226.17</b>	<b>\$ 2,523,054.73</b>	<b>\$ 2,733,796.03</b>	<b>\$ 4,194,183.00</b>	<b>\$ 1,460,386.97</b>	<b>65.18%</b>
<b>YTD Comparison</b>				<b>\$ 210,741.30</b>			

**General Ledger**  
**Statement of Revenues and Expenditures**  
**Fund 10 General Fund**  
**March 2017 75%**

Description	Account	Period Amount	Prior Actual	Year to Date	Budget	Budget Remaining	% Budget Used
<b>Service and Supplies</b>							
Communications	6200	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Telephone	6210	\$ 940.60	\$ 12,332.24	\$ 8,770.15	\$ 12,732.00	\$ 3,961.85	68.88%
Internet Services	6220	\$ 2,944.98	\$ 4,218.00	\$ 19,759.99	\$ 34,136.00	\$ 14,376.01	57.89%
Pool Chemicals	6310	\$ 3,293.29	\$ 8,400.88	\$ 7,440.20	\$ 15,000.00	\$ 7,559.80	49.60%
Janitorial Supplies	6320	\$ 5,918.86	\$ 30,024.58	\$ 36,462.01	\$ 48,375.00	\$ 11,912.99	75.37%
Kitchen Supplies	6330	\$ 60.61	\$ 403.50	\$ 404.09	\$ 1,650.00	\$ 1,245.91	24.49%
Food Supplies	6340	\$ 103.35	\$ 5,114.97	\$ 3,967.15	\$ 8,636.00	\$ 4,668.85	45.94%
Water Maint & Service	6350	\$ 99.30	\$ 679.78	\$ 823.70	\$ 1,320.00	\$ 496.30	62.40%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 860.00	\$ 860.00	0.00%
Janitorial Services	6370	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 1,800.00	0.00%
Medical Supplies	6380	\$ -	\$ 247.54	\$ -	\$ -	\$ -	0.00%
Insurance Liability	6410	\$ -	\$ 77,623.69	\$ 87,921.00	\$ 105,790.00	\$ 17,869.00	83.11%
Fuel	6510	\$ 2,605.51	\$ 24,087.12	\$ 23,220.86	\$ 48,000.00	\$ 24,779.14	48.38%
Vehicle Maintenance	6520	\$ 3,865.33	\$ 19,304.23	\$ 21,645.72	\$ 34,200.00	\$ 12,554.28	63.29%
Office Equipment Maintenance	6530	\$ 85.00	\$ 192.67	\$ 172.55	\$ 2,300.00	\$ 2,127.45	7.50%
Computer Equip Maintenance	6540	\$ -	\$ 266.65	\$ 106.18	\$ 2,795.00	\$ 2,688.82	3.80%
Building Maintenance	6600	\$ 66.98	\$ -	\$ 66.98	\$ -	\$ (66.98)	0.00%
Building Repair	6610	\$ 22,851.05	\$ 63,952.24	\$ 60,781.30	\$ 78,300.00	\$ 17,518.70	77.63%
Bldg Equip Maint/Repair	6620	\$ 2,627.51	\$ 5,890.25	\$ 11,993.89	\$ 27,300.00	\$ 15,306.11	43.93%
Improvements/Maintenance	6630	\$ -	\$ 16,112.86	\$ 16,794.05	\$ 22,500.00	\$ 5,705.95	74.64%
Incidental Costs - Assess	6709	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Grounds Maintenance	6710	\$ 9,882.71	\$ 39,559.97	\$ 63,140.55	\$ 93,980.00	\$ 30,839.45	67.19%
Contracted LS Services	6720	\$ 1,440.00	\$ 1,429.60	\$ 1,440.00	\$ -	\$ (1,440.00)	0.00%
Park Signage (Branding)	6725	\$ 2,502.50	\$ -	\$ 5,866.64	\$ -	\$ (5,866.64)	0.00%
Contracted Pest Control	6730	\$ 765.00	\$ -	\$ 765.00	\$ 2,000.00	\$ 1,235.00	38.25%
Rubbish & Refuse	6740	\$ 8,300.22	\$ 42,361.19	\$ 37,866.98	\$ 56,800.00	\$ 18,933.02	66.67%
Vandalism/Theft	6750	\$ -	\$ 96.74	\$ 101.80	\$ 5,000.00	\$ 4,898.20	2.04%
Memberships	6810	\$ 535.00	\$ 9,410.13	\$ 13,395.93	\$ 12,799.00	\$ (596.93)	104.66%
Office Supplies	6910	\$ 1,261.20	\$ 13,836.76	\$ 10,194.12	\$ 27,996.00	\$ 17,801.88	36.41%
Postage Expense	6920	\$ 1.47	\$ 17,926.64	\$ 17,419.52	\$ 26,218.00	\$ 8,798.48	66.44%
Advertising Expense	6930	\$ 552.00	\$ 5,963.52	\$ 9,329.92	\$ 15,092.00	\$ 5,762.08	61.82%
Printing Charges	6940	\$ -	\$ 8,926.46	\$ 6,909.84	\$ 20,213.00	\$ 13,303.16	34.19%
Bank & ActiveNet Charges	6950	\$ 5,734.24	\$ 34,031.07	\$ 35,209.19	\$ 50,410.00	\$ 15,200.81	69.85%
Approp Redev/Collection Fees	6960	\$ -	\$ 164,620.61	\$ 162,953.47	\$ 373,394.00	\$ 210,440.53	43.64%
Minor Furn Fixture & Equip	6980	\$ 605.25	\$ 3,071.53	\$ 1,593.85	\$ 3,646.00	\$ 2,052.15	43.72%
Comp Hardware/Software Exp	6990	\$ 1,070.39	\$ 4,792.79	\$ 3,079.66	\$ 8,874.00	\$ 5,794.34	34.70%
Fingerprint Fees (HR)	7010	\$ -	\$ 885.00	\$ 704.00	\$ 2,440.00	\$ 1,736.00	28.85%
Fire & Safety Insp Fees	7020	\$ -	\$ -	\$ 956.05	\$ 4,090.00	\$ 3,133.95	23.38%
Permit & Licensing Fees	7030	\$ 269.00	\$ 2,690.61	\$ 2,721.34	\$ 2,700.00	\$ (21.34)	100.79%
State License Fee	7040	\$ -	\$ 220.00	\$ -	\$ -	\$ -	0.00%
Professional Services	7100	\$ -	\$ 264.00	\$ 400.00	\$ 900.00	\$ 500.00	44.44%
Legal Services	7110	\$ 4,236.40	\$ 38,176.67	\$ 17,800.85	\$ 69,150.00	\$ 51,349.15	25.74%
Typeset and Print Services	7115	\$ 11,712.63	\$ 25,871.19	\$ 35,671.67	\$ 50,204.00	\$ 14,532.33	71.05%
Instructor Services	7120	\$ 23,462.85	\$ 119,923.09	\$ 123,250.35	\$ 140,473.00	\$ 17,222.65	87.74%
PERS Admin Fees	7125	\$ 111.97	\$ 1,186.06	\$ 1,013.53	\$ 1,975.00	\$ 961.47	51.32%
Audit Services	7130	\$ 850.00	\$ 1,310.00	\$ 12,240.00	\$ 16,300.00	\$ 4,060.00	75.09%
Medical & Health Svcs (HR)	7140	\$ 200.00	\$ 1,865.00	\$ 1,025.00	\$ 5,500.00	\$ 4,475.00	18.64%
Security Services	7150	\$ 746.46	\$ 3,473.28	\$ 4,037.52	\$ 4,740.00	\$ 702.48	85.18%
Entertainment Services	7160	\$ 191.68	\$ 1,650.00	\$ 1,087.09	\$ 2,450.00	\$ 1,362.91	44.37%
Business Services	7180	\$ 2,740.94	\$ 51,809.13	\$ 39,366.10	\$ 86,283.00	\$ 46,916.90	45.62%
Umpire/Referee Services	7190	\$ 240.00	\$ 820.00	\$ 1,420.00	\$ 2,000.00	\$ 580.00	71.00%
Subscriptions	7210	\$ 387.84	\$ 3,296.16	\$ 1,344.51	\$ 3,604.00	\$ 2,259.49	37.31%
Rents & Leases - Equip	7310	\$ 2,708.55	\$ 13,453.20	\$ 14,200.67	\$ 27,400.00	\$ 13,199.33	51.83%
Bldg/Field Leases & Rental	7320	\$ 5.00	\$ 68.00	\$ 40.00	\$ 10,938.00	\$ 10,898.00	0.37%
Event Supplies	7410	\$ 42.85	\$ 1,263.41	\$ 1,459.44	\$ 2,210.00	\$ 750.56	66.04%
Supplies	7420	\$ 1,640.06	\$ 3,991.99	\$ 3,425.36	\$ 7,016.00	\$ 3,590.64	48.82%
Bingo Supplies	7430	\$ 1,449.48	\$ 5,530.67	\$ 5,718.71	\$ 7,800.00	\$ 2,081.29	73.32%
Sporting Goods	7440	\$ 957.12	\$ 5,293.98	\$ 7,034.08	\$ 8,125.00	\$ 1,090.92	86.57%
Arts and Craft Supplies	7450	\$ 304.87	\$ 2,171.88	\$ 1,964.61	\$ 4,700.00	\$ 2,735.39	41.80%
Training Supplies	7460	\$ -	\$ 402.97	\$ 499.00	\$ 3,420.00	\$ 2,921.00	14.59%
Camp Supplies	7470	\$ -	\$ 447.51	\$ 659.52	\$ 1,080.00	\$ 420.48	61.07%
Small Tools	7500	\$ 1,178.53	\$ -	\$ 4,082.69	\$ 15,950.00	\$ 11,867.31	25.60%
Safety Supplies	7510	\$ 434.73	\$ 5,244.57	\$ 3,367.61	\$ 7,484.00	\$ 4,116.39	45.00%
Uniform Allowance	7610	\$ 300.00	\$ 2,464.61	\$ 8,894.18	\$ 12,688.00	\$ 3,793.82	70.10%
Safety Clothing	7620	\$ 756.63	\$ 4,767.08	\$ 2,118.03	\$ 3,150.00	\$ 1,031.97	67.24%
Transportation and Travel	7700	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Conference&Seminar Staff	7710	\$ 999.98	\$ 5,632.37	\$ 3,247.66	\$ 12,790.00	\$ 9,542.34	25.39%
Conference&Seminar Board	7715	\$ 775.00	\$ -	\$ 1,262.47	\$ 2,840.00	\$ 1,577.53	44.45%
Conference&Seminar Travel Exp	7720	\$ 158.08	\$ 5,630.93	\$ 3,376.66	\$ 9,758.00	\$ 6,381.34	34.60%
Out of Town Travel Board	7725	\$ -	\$ -	\$ 937.75	\$ 6,355.00	\$ 5,417.25	14.76%
Private Vehicle Mileage	7730	\$ 196.93	\$ 1,933.04	\$ 2,359.66	\$ 4,556.00	\$ 2,196.34	51.79%
Transportation Charges	7740	\$ -	\$ -	\$ -	\$ 1,750.00	\$ 1,750.00	0.00%
Buses/Excursions	7750	\$ 2,272.00	\$ 11,474.72	\$ 6,955.85	\$ 15,966.00	\$ 9,010.15	43.57%
Tuition/Book Reimbursement	7760	\$ -	\$ 161.00	\$ -	\$ -	\$ -	0.00%
Utilities - Gas	7810	\$ 2,656.14	\$ 11,387.71	\$ 16,283.64	\$ 26,491.00	\$ 10,207.36	61.47%

**General Ledger**  
**Statement of Revenues and Expenditures**  
**Fund 10 General Fund**  
**March 2017 75%**

Description	Account	Period Amount	Prior Actual	Year to Date	Budget	Budget Remaining	% Budget Used
Utilities - Water	7820	\$ 8,041.28	\$ 441,595.93	\$ 412,211.41	\$ 742,489.00	\$ 330,277.59	55.52%
Utilities - Electric	7830	\$ 13,689.76	\$ 153,695.95	\$ 119,112.65	\$ 231,245.00	\$ 112,132.35	51.51%
Reserve - Designated Project	7902	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Awards and Certificates	7910	\$ -	\$ 9,077.22	\$ 11,443.01	\$ 18,186.00	\$ 6,742.99	62.92%
Meals for Staff Training	7920	\$ 212.78	\$ 2,930.63	\$ 854.99	\$ 2,710.00	\$ 1,855.01	31.55%
Employee Morale	7930	\$ -	\$ 3,358.63	\$ 1,383.59	\$ 3,475.00	\$ 2,091.41	39.82%
COP Debt - PV Fields	7950	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Vehicle Fleet	7970	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Computer Fleet	7971	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Designated Project	7972	\$ 2,500.00	\$ -	\$ 22,500.00	\$ 30,000.00	\$ 7,500.00	75.00%
Reserve Dry Period	7973	\$ 7,583.33	\$ -	\$ 68,250.00	\$ 91,000.00	\$ 22,750.00	75.00%
Reserve Capital Improvements	7974	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
<b>Service and Supplies</b>		<b>\$ 172,125.22</b>	<b>\$ 1,560,296.40</b>	<b>\$ 1,636,277.54</b>	<b>\$ 2,846,497.00</b>	<b>\$ 1,210,219.46</b>	<b>57.48%</b>
<b>YTD Comparison</b>				<b>\$ 75,981.14</b>			

<b>Capital</b>							
Capital	8400	\$ -	\$ 5,623.54	\$ -	\$ 502,790.00	\$ 502,790.00	0.00%
HCF Grant Trails	8403	\$ 245.13	\$ 7,154.86	\$ 304.00	\$ -	\$ (304.00)	0.00%
Greenfield Outdoor Fitness Equ	8404	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
HCF Grant Wildlife Programs	8405	\$ 926.93	\$ 3,629.96	\$ 10,741.35	\$ -	\$ (10,741.35)	0.00%
Springbrook Software	8407	\$ -	\$ 66,130.00	\$ -	\$ -	\$ -	0.00%
Eston Street Tree Removal	8408	\$ -	\$ -	\$ 13,500.00	\$ -	\$ (13,500.00)	0.00%
Cam Grove Park	8409	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Playground Equipment	8410	\$ 350.00	\$ -	\$ 190,237.74	\$ 190,000.00	\$ (237.74)	100.13%
Equip/Facility Replacement	8420	\$ -	\$ -	\$ -	\$ 45,200.00	\$ 45,200.00	0.00%
Telephone System	8421	\$ -	\$ -	\$ 9,981.26	\$ -	\$ (9,981.26)	0.00%
Needs Assessment FY 16-17	8422	\$ -	\$ -	\$ 87.38	\$ -	\$ (87.38)	0.00%
Bob Kildee Parking Lot FY16-17	8423	\$ -	\$ -	\$ 236.44	\$ -	\$ (236.44)	0.00%
PV Fields Parking Lot	8424	\$ -	\$ -	\$ 14,361.00	\$ -	\$ (14,361.00)	0.00%
Hardwalls GM/HR Offices	8425	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
<b>Capital Expense</b>		<b>\$ 1,522.06</b>	<b>\$ 82,538.36</b>	<b>\$ 239,449.17</b>	<b>\$ 747,990.00</b>	<b>\$ 508,540.83</b>	<b>32.01%</b>

<b>Total Expense</b>		<b>\$ 483,351.39</b>	<b>\$ 4,083,351.13</b>	<b>\$ 4,370,073.57</b>	<b>\$ 7,040,680.00</b>	<b>\$ 2,670,606.43</b>	<b>62.07%</b>
<b>YTD Comparison</b>				<b>\$ 286,722.44</b>			

**General Ledger**  
**Statement of Revenues and Expenditures**  
**Fund 20 Assessment District**  
**March 2017 75%**

Description	Account	Period Amount	Prior Actual	Year to Date	Budget	Budget Remaining	% Budget Used
<b>Revenue</b>							
Transfer In	1500	\$ -	\$ -	\$ 7,864.79	\$ -	\$ (7,864.79)	0.00%
Interest Apport Fund	5310	\$ 51.24	\$ 635.95	\$ 226.58	\$ 1,536.00	\$ 1,309.42	14.75%
Other Interest Income	5320	\$ -	\$ 666.05	\$ -	\$ -	\$ -	0.00%
Dividends - CAPRI Prior Years	5460	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Assessment Revenue	5500	\$ 7,509.41	\$ 577,622.59	\$ 582,525.63	\$ 1,046,037.00	\$ 463,511.37	55.69%
Carryover Balance	5502	\$ -	\$ -	\$ -	\$ 379,171.00	\$ 379,171.00	0.00%
Other/Purchase Discount Taken	5575	\$ -	\$ 1.56	\$ -	\$ -	\$ -	0.00%
Transfer In	5700	\$ -	\$ -	\$ 299,385.64	\$ -	\$ (299,385.64)	0.00%
<b>Revenue</b>		<b>\$ 7,560.65</b>	<b>\$ 578,926.15</b>	<b>\$ 890,002.64</b>	<b>\$ 1,426,744.00</b>	<b>\$ 536,741.36</b>	<b>62.38%</b>
<b>YTD Comparison</b>				<b>\$ 311,076.49</b>			
<b>Personnel</b>							
Full Time Salaries	6100	\$ 6,842.48	\$ 71,757.15	\$ 65,506.30	\$ 96,247.00	\$ 30,740.70	68.06%
Overtime Salaries	6101	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Car Allowance	6105	\$ 370.24	\$ 370.46	\$ 1,728.72	\$ 1,200.00	\$ (528.72)	144.06%
Cell Phone Allowance	6108	\$ 60.18	\$ 60.20	\$ 668.04	\$ 975.00	\$ 306.96	68.52%
Part-Time Salaries	6110	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$ 1,149.54	\$ 10,170.05	\$ 11,797.26	\$ 16,504.00	\$ 4,706.74	71.48%
457 Pension	6121	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Employee Insurance	6130	\$ 969.95	\$ 9,121.87	\$ 9,724.21	\$ 13,412.00	\$ 3,687.79	72.50%
Workers Compensation	6140	\$ 678.53	\$ 6,318.54	\$ 6,130.40	\$ 8,085.00	\$ 1,954.60	75.82%
Unemployment Insurance	6150	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
<b>Personnel</b>		<b>\$ 10,070.92</b>	<b>\$ 97,798.27</b>	<b>\$ 95,554.93</b>	<b>\$ 136,423.00</b>	<b>\$ 40,868.07</b>	<b>70.04%</b>
<b>YTD Comparison</b>				<b>\$ (2,243.34)</b>			
<b>Service and Supplies</b>							
Incidental Costs - Assess	6709	\$ -	\$ 15,348.25	\$ 15,610.13	\$ 27,500.00	\$ 11,889.87	56.76%
Contracted LS Services	6720	\$ 51,750.28	\$ 177,269.68	\$ 246,186.27	\$ 403,560.00	\$ 157,373.73	61.00%
Bank & ActiveNet Charges	6950	\$ -	\$ -	\$ 104.00	\$ -	\$ (104.00)	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 1,430.87	\$ -	\$ 2,625.00	\$ 2,625.00	0.00%
Business Services	7180	\$ -	\$ -	\$ 5,000.00	\$ -	\$ (5,000.00)	0.00%
COP Debt - PV Fields	7950	\$ 62,655.42	\$ 404,660.02	\$ 563,898.75	\$ 751,865.00	\$ 187,966.25	75.00%
<b>Service and Supplies</b>		<b>\$ 114,405.70</b>	<b>\$ 598,708.82</b>	<b>\$ 830,799.15</b>	<b>\$ 1,185,550.00</b>	<b>\$ 354,750.85</b>	<b>70.08%</b>
<b>Total Expense</b>		<b>\$ 124,476.62</b>	<b>\$ 696,507.09</b>	<b>\$ 926,354.08</b>	<b>\$ 1,321,973.00</b>	<b>\$ 395,618.92</b>	<b>57.69%</b>
<b>YTD Comparison</b>				<b>\$ 229,846.99</b>			

**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: May 3, 2017**

**SUBJECT: APPROVAL AND AWARD OF THE CONTRACT  
AGREEMENT BETWEEN THE DISTRICT AND  
WEST COAST ARBORISTS, INC. FOR TREE  
TRIMMING AND MAINTENANCE SERVICES**

**RECOMMENDATION**

It is recommended that the Board:

- 1) Review the proposals received in response to the Tree Trimming and Tree Maintenance Request for Proposals (RFP).
- 2) Authorize the General Manager to enter into an agreement with West Coast Arborists, Inc. for tree maintenance services for a five-year term.

**BACKGROUND**

The District has approximately 3,000 park and parkway trees comprising its community forest. To provide the best possible tree care to maintain the District's community forest at an acceptable level, staff prepared a Request for Proposal (RFP) to seek proposals from qualified contractors to provide annual services for maintenance, removal, online inventory, and replacement of trees.

On February 2, 2017, the Board authorized staff to solicit a Request for Proposals (RFP) for tree maintenance services. Proposals were due on March 9, 2017. The District received proposals from three (3) prospective firms: West Coast Arborists, Inc., Mariposa Landscapes Inc., and International Environmental Corporation. After reviewing all proposals and conducting interviews, District Staff is recommending the Board consider selecting West Coast Arborists, Inc. as the professional service agreement for the District's tree maintenance services.

**ANALYSIS**

The purpose of the Tree Maintenance Services is to ensure that all trees within the District are maintained on an annual basis and recorded in the District's Tree Database. As the District's trees age, it will be important to have a systematic approach to maintain, remove and replace trees.

The RFP included four tasks to develop a comprehensive Tree Maintenance program to:

- 1) Develop a District-wide Tree Maintenance Schedule
- 2) Execute the District-wide Tree Maintenance Schedule
- 3) Update and Maintain the District's Tree Database
- 4) Provide Emergency Tree Maintenance and Tree Removal Services

The absence of a complete tree inventory challenged staff to quantify price differences between the two lowest bidders. Staff was able to use the current tree inventory which is approximately 1/3 of the total estimated trees of the District as a baseline sample representation in determining economic value in pricing. The tree inventory sample was broken down by categories relating to the RFP's bid price sheet. Tree counts were given based on either "Grid Pruning" and "Full Trim or Service Request". This method allowed staff to analyze a measurable cost comparison between the two competing contractors.

<b>Tree Inventory Sample</b>		tree count	<b>West Coast Arborists Inc.</b>		<b>Mariposa Landscape Inc.</b>	
			\$ per unit	itemized totals	\$ per unit	itemized totals
<b>Grid Pruning</b>	Small, Medium, Large -per tree	1045	\$75.00	\$78,375.00	\$160.00	\$167,200.00
<b>Request Pruning</b>	0"-6" dbh	45	\$75.00	\$3,375.00	\$40.00	\$1,800.00
	7"- 16" dbh	83	\$145.00	\$12,035.00	\$120.00	\$9,960.00
	17" - 24" dbh	132	\$275.00	\$36,300.00	\$160.00	\$21,120.00
	25" - 36" dbh	122	\$425.00	\$51,850.00	\$200.00	\$24,400.00
	37" dbh & over	63	\$650.00	\$40,950.00	\$240.00	\$15,120.00
	*dbh = Measurement (diameter at breast height)					
				<u>\$222,885.00</u>		<u>\$239,600.00</u>
	contract term, per year estimate based off existing tree inventory			<b>\$44,577.00</b>		<b>\$47,920.00</b>

Based on the bid proposers' presentations, overall qualifications, competitive costs and unit rates, reference checks, and past experience with the District, staff recommends West Coast Arborists, Inc. West Coast Arborists has been in existence since 1972 and has numerous contracts with public agencies throughout California, including the City of Camarillo since 1999. West Coast Arborists provided these services for the District previously and did an exceptional job.

**FISCAL IMPACT**

Funding availability for the Tree Maintenance Services for FY 2017-18 has been identified and will be requested by staff later this month at the Parks Operations budget meeting with a recommended not-to-exceed contract amount of \$40,000. Final budget approval by the Board will determine FY 2017-18 Budget impact.

## **RECOMMENDATION**

It is recommended that the Board:

- 1) Review the proposals received in response to the Tree Trimming and Tree Maintenance Request for Proposals (RFP).
- 2) Authorize the General Manager to enter into an agreement with West Coast Arborists, Inc. for tree maintenance services for a five-year term.

## **ATTACHMENTS**

- 1) Bid Abstract/Cost Analysis (1 page)
- 2) RFP Responses (56 pages)
- 3) Professional Service Contract Agreement (67 pages)



# Tree Maintenance RFP Bid Abstract

3/9/2017

	WCA	IEC	ML	SS / TS
1				
<b>Grid Pruning</b>				
2				
<b>Request Pruning</b>				
Small, Medium, Large - per tree	\$75.00	\$350.00	\$160.00	\$58.00
Unit price per tree				
0"-6" dbh - per tree	\$75.00	\$85.00	\$40.00	\$28.00
7"- 16" dbh	\$145.00	\$125.00	\$120.00	\$88.00
17" - 24" dbh	\$275.00	\$255.00	\$160.00	\$235.00
25" - 36" dbh	\$425.00	\$495.00	\$200.00	\$265.00
37" dbh & over	\$650.00	\$625.00	\$240.00	\$645.00
<b>Palm Tree Pruning</b>				
Unit price per tree				
Coco Palm, any size - per tree	\$60.00	\$195.00	\$40.00	\$48.00
Washingtonia Palm, any size	\$85.00	\$195.00	\$50.00	\$48.00
Canary Island Palm, any size	\$295.00	\$395.00	\$140.00	\$48.00
<b>Tree Removal</b>				
Unit price per dbh				
Complete tree and stump removal	\$37.00	\$30.00	\$38.00	\$28.00
Tree removal only	\$24.00	\$25.00	\$32.00	\$12.00
Stump only removal	\$13.00	\$20.00	\$10.00	\$10.00
<b>Tree Planting</b>				
Unit price per tree				
15 gallon tree with root barrier	\$225.00	\$1,000.00	\$150.00	\$145.00
15 gallon tree w/o root barrier	\$175.00	\$750.00	\$135.00	\$120.00
24 inch box with root barrier	\$375.00	\$1,500.00	\$365.00	\$265.00
24 inch box w/o root barrier	\$315.00	\$1,200.00	\$340.00	\$245.00
<b>Tree Watering</b>				
per day	\$600.00	\$1,200.00	\$625.00	\$480.00
per tree	\$7.00	\$5.00	\$5.00	\$9.00
<b>Crew Rental</b>				
Per man hour	\$75.00	\$300.00	\$180.00	\$178.00
<b>Crew Rental (overtime)</b>				
Per man hour	\$112.00	\$450.00	\$270.00	\$75.00
<b>Arborist Services</b>				
Per hour	\$125.00	\$55.00	\$90.00	\$62.00
<b>Emergency Crew Rental</b>				
Per man hour	\$112.00	\$435.00	\$95.00	\$230.00
<b>Tree Master Plan (lump sum)</b>	\$15,000.00	\$25,000.00	\$18,000.00	\$3,800.00
	\$19,280.00	\$34,690.00	\$21,485.00	LATE

	in-house	sub-out	sub-out	?
<b>Tree inventory</b>	Arbor access	Arbor Pro	Arbor Pro	Arbor Plus
software	yes	yes	yes	yes
cloud based	yes	yes	yes	None
<b>Government / municipal experience references listed</b>				

M A R I P O S A  
L D N D S C A P E S I N C

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
REQUEST FOR PROPOSALS**

**For:**

**TREE TRIMMING AND TREE MAINTENANCE SERVICES**



**Proposal Release Date:**  
Thursday, February 14, 2017

**Questions Due by:**  
Thursday, March 2, 2017  
5:00 PM



**Proposal Submittal Due Date and  
Time: Thursday, March 9, 2017  
2:00 PM**



15529 ARROW HIGHWAY, IRWINDALE, CA 91706  
CA. LANDSCAPE CONTRACTORS LICENSE NO. 592268  
TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477

# REQUIRED FORMS FOR SUBMITTAL

## BID PRICE SHEET

The Contractor understands the tree population of the Pleasant Valley Recreation District and agrees to provide the specific services to the District as listed in the Bid Proposal.

**1. GRID OR ANNUAL TREE TRIMMING**

A systematic tree trimming program composed of existing grid or pre-designed districts that are trimmed in their entirety on a set schedule. Trees in a grid will include all large, medium and small trees. All trimming is performed in accordance with the standards established by the international Society of Arboriculture, American National Standards Institute and the City.

UNIT	UNIT PRICE
Per tree	\$ 160.00

**2. FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS**

Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocking street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

Size	Unit	Unit price
0-6" dbh	per tree	\$ <u>40.00</u>
7-16" dbh	per tree	\$ <u>120.00</u>
17-24 dbh	per tree	\$ <u>160.00</u>
25-36 dbh	per tree	\$ <u>200.00</u>
37 dbh & over	per tree	\$ <u>240.00</u>

**3. PALM TREE TRIMMING**

	Unit	Unit price
Coco Palm, any size	per tree	\$ <u>40.00</u>
Washingtonia Palm, any size	per tree	\$ <u>50.00</u>
Canary Island Date Palm, any size	per tree	\$ <u>140.00</u>

**4. TREE REMOVAL**

	Unit	Unit price
Complete tree and stump removal	per dbh	\$ <u>38.00</u>
Tree removal only	per dbh	\$ <u>32.00</u>
Stump only removal	per dbh	\$ <u>10.00</u>

**5. TREE PLANTING**

	Unit	Unit price
15 gallon tree with root barrier	per tree	\$ <u>150.00</u>
15 gallon tree without root barrier	per tree	\$ <u>135.00</u>
24 inch box tree	per tree	\$ <u>365.00</u>
24 inch box tree without root barrier	per tree	\$ <u>340.00</u>

6. TREE WATERING

<u>Unit</u>	<u>Per day</u>	<u>Unit price</u>
per tree	\$ 625.00	\$ 5.00

7. CREW RENTAL

Per man hour  
\$ 180.00

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools

8. CREW RENTAL (overtime)

Per man hour  
\$ 270.00

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools.

9. EQUIPMENT RATES

List additional equipment you have available and the rates for each. Please see attachment.

10. MATERIAL AT COST PLUS \_\_\_\_\_ 15%

11. ARBORIST SERVICES

Per hour \$ 90.00

Arborist services provided by the hour as prescribed per the Special Provisions of these Specifications.

12. EMERGENCY CREW RENTAL

Per hour \$ 95.00/man

13. TREE MASTER PLAN

Lump Sum \$ 18,000.00

Equipment Rates

Equipment	Rate
65' Lift	\$350/day
15 Yard Chipper Truck	\$300/day
18" Chipper	\$250/day
100'+ Lift	\$1500/day
Loader/Skid Steer	\$250/day
Rolloff Truck	\$350/day
Stump Grinder	\$300/day

TOTAL ANNUAL AMOUNT OF BID (IN WORDS):

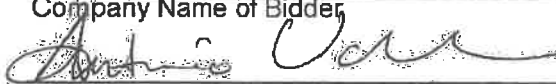
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Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the Unit Prices specified for duration of the term of the awarded contract.

**CONTRACTOR**

Mariposa Landscapes, Inc.  
Company Name of Bidder

  
Authorized Signature

03/09/17  
Date

Antonio Valenzuela  
Print Name

Secretary  
Title

95-4245898  
Social Security or Taxpayer ID Number

**DESIGNATION OF SUBCONTRACTORS**

A bidder proposing to subcontract any portion of the work and to procure materials and equipment from suppliers and vendors shall identify all proposed subcontractors, suppliers and vendors below.

NAME, ADDRESS, AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	TYPE OF WORK MATERIALS, OR EQUIPMENT (BE SPECIFIC)
Arbor Pro 714-694-1924 Anaheim Hills, CA 92817	Tree Inventory

Note: Additional sheets may be attached.

**STATEMENT OF NON-COLLUSION BY CONTRACTOR**

The undersigned who submits herewith to the Pleasant Valley Recreation and Park District a Bid or proposal does hereby certify that:

- a. All statements of fact in such bid or proposal are true;
- b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. Such bid or proposal is genuine and not collusive or sham;
- d. Bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the Pleasant Valley Recreation and Park District or of any other bidder or anyone else interested in the proposed procurement;
- e. Bidder did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Bidder did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the Pleasant Valley Recreation and Park District, or to any person or persons who have a partnership or other financial interest with said bidder in his business.
- h. Bidder did not provide, directly or indirectly to any officer or employee of the Pleasant Valley Recreation and Park District any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the Pleasant Valley Recreation and Park District, either currently or within the last two (2) years, or is related to any officer or employee of the District by blood or marriage within the third degree. An exception to this section may be granted by approval of the District Board prior to contract award.
- j. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification was executed on 03/09/2017 at

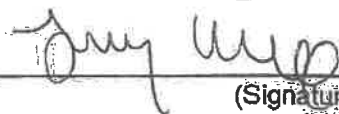
Irwindale, California.

(Date)

(Location)

Business:

Mariposa Landscapes, Inc.



(Signature)

Printed Name & Title: Terry Noriega/ President



## CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" herein shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any tree trimming and maintenance contract.

Submitted By: Mariposa Landscapes, Inc.  
Name must correspond with the Contractor's License

Corporation  Partnership  Individual  Joint Venture

If a corporation, under the laws of what State is it organized? California

California Regional Office (s): 15529 Arrow Hwy, Irwindale, CA

Officers, Responsible Managing Officers, Responsible Managing Employees: Terry Noriega/President

Antonio Valenzuela/Secretary, Theresa Lu/Threasurer

Use a page titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. Provide the following license numbers and expiration dates:

CA Contractor's License No. 592268 Expiration Date: 04/30/2018

CA C-27 (Landscaping) Contractor's License No. 592268 Expiration Date: 04/30/2018

CA C-61/D49 (Limited Specialty/Tree Service) Contractor's License No. 592268  
Expiration Date: 04/30/2018

Will you be able to provide OSHA Certification for aerial equipment when used throughout the term of the awarded contract? Yes  No

B. How many years' experience in construction work as a current organization?

(1) As a General Contractor? 38yrs From 1979 to Current

(2) As a Subcontractor? 38yrs From 1979 to Current

C. Provide the following names, addresses, and phone numbers for three public agencies for which Bidder has performed similar work within the past ten (10) years, including the Geographical Information System (GIS) tree inventory services:

1. City of Palmdale

Agency Name

Mark Etherton 661-267-5444

Name and telephone number of person familiar with project

<u>\$60,000.00 Annually</u>	<u>Tree Maintenance</u>	<u>Current</u>
Contract amount	Type of work	Date Completed

E. City of Thousand Oaks  
Agency Name

Kevin Wilson 805-449-2499

Name and telephone number of person familiar with project

\$100,000.00 Annually	Tree Maintenance	Current
Contract amount	Type of work	Date Completed

3. Ventura County Park

Agency Name  
Theresa Lubien 805-449-2499

Name and telephone number of person familiar with project

\$70,000.00 Annually	Tree Maintenance	Current
Contract amount	Type of work	Date Completed

- D. Have you, your company, or any officer, manager or partner thereof, failed to complete a contract for an Owner? YES \_\_\_ NO X. If so indicate the name of each Owner, dates, and the circumstances.
- E. Have you, your company, or any officer, manager or partner thereof, previously had a contractor's license suspended or revoked? YES \_\_\_ NO X. If so indicate the name of each person whose license was suspended or revoked, dates of occurrence, and the circumstances for each.
- F. Have you, your company, or any officer, manager or partner thereof, been debarred by any public agency? YES \_\_\_ NO X. If so, for each incident, indicate the name of each person, the agency involved, dates, and the circumstances for each.
- G. In an award based on low-bid criteria where your firm appeared to have the low bid, have you or your company been denied an award of an Owner contract? YES \_\_\_ NO X. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.
- H. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible Bidder? YES \_\_\_ NO X. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.
- I. Has your company been given a notice of deficiency during the performance of a contract for these types of services? YES \_\_\_ NO X. If so, as to each notice of deficiency, state the name of the Owner, the date of the notice, the grounds on which the Owner based the notice of the deficiency, and the result of the notice.
- J. Has your company been assessed liquidated damages or had payment withheld by any Owner during the term of a contract for similar services? YES \_\_\_ NO X. If so, as to each assessment of liquidated damages or payment withheld, state the name of the Owner, the date of the assessment/withheld payment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages/payment withheld.
- K. Is your company currently a party in any litigation against any Owner pertaining to any contract for services project, or has your company been a party to such litigation? YES \_\_\_ NO X. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.
- L. In the last five (5) years, has your company, in the performance of similar services, received any notices of violation from OSHA resulting in any fine? YES X NO \_\_\_ . If so, as to each notice, state the name of the Owner, the date of the notice, the grounds on which OSHA based the notice, and the

result of the notice. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

**OSHA VIOLATIONS**

Mariposa Landscapes Inc.

Date	Violation	Type	
1	11/3/2016 Incomplete investigation into incident	Regulatory	Settled
2	11/3/2016 Filing a late accident report	General	Settled
3		General	
4		General	
5		General	
6		General	
7		General	
8		Regulatory	
9		General	

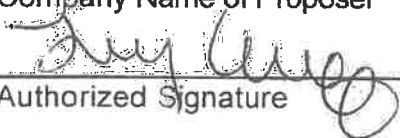
N. Please describe your proposed tree inventory program and attach sample reports.

Subcontractor will be providing tree inventory.

**CONTRACTOR'S MAILING ADDRESS:**

15529 Arrow Highway  
Irwindale, CA 91706

**CONTRACTOR**

Mariposa Landscapes, Inc.  
Company Name of Proposer  
  
Authorized Signature  
Terry Noriega  
Print Name  
95-4245898  
Taxpayer ID Number  
Email Address

03/09/2017  
Date  
President  
Title





**Tree Detail**

Site Details | Work History | Sales

Tree ID: 19663 - Active Tree

Picture | Map | [Deselect This Tree](#)

Zone: H-3	Tree Tag:	Site ID: 19663
Property Address: 16951 MT COLLIER ST	Status: Active Tree	
On Address: 11611 GLADSTONE CIR	Condition: Fair	
Parkway: Parkway 5 ft	Rec Maint: Routine Prune	
Side: Side ROW: ft	Hardcopy: No Damage	
Target Rating: Medium	DBH: 13-18 Exact: 14	
	Height: 15-30 Exact: 30	
	Crown: 30 ft Trunks: 1	
	Site #: 2	Value: \$5775

Conflicts with Overhead Utilities

Species: Aleppo Pine Pinus halepensis Code: 210

Replacement Species: Code:

Notes:

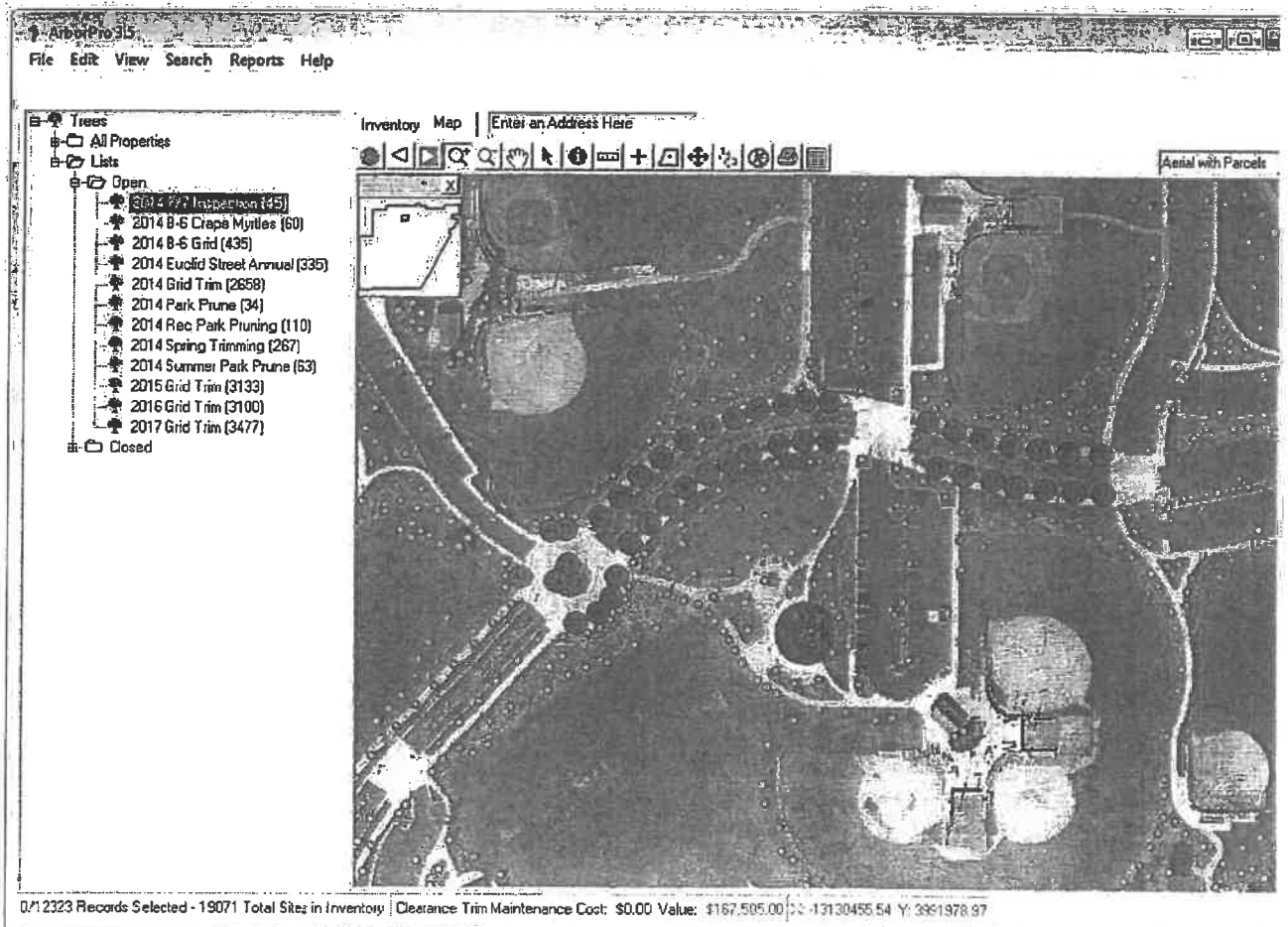
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GPS Date: 2/13/2011 by: KG

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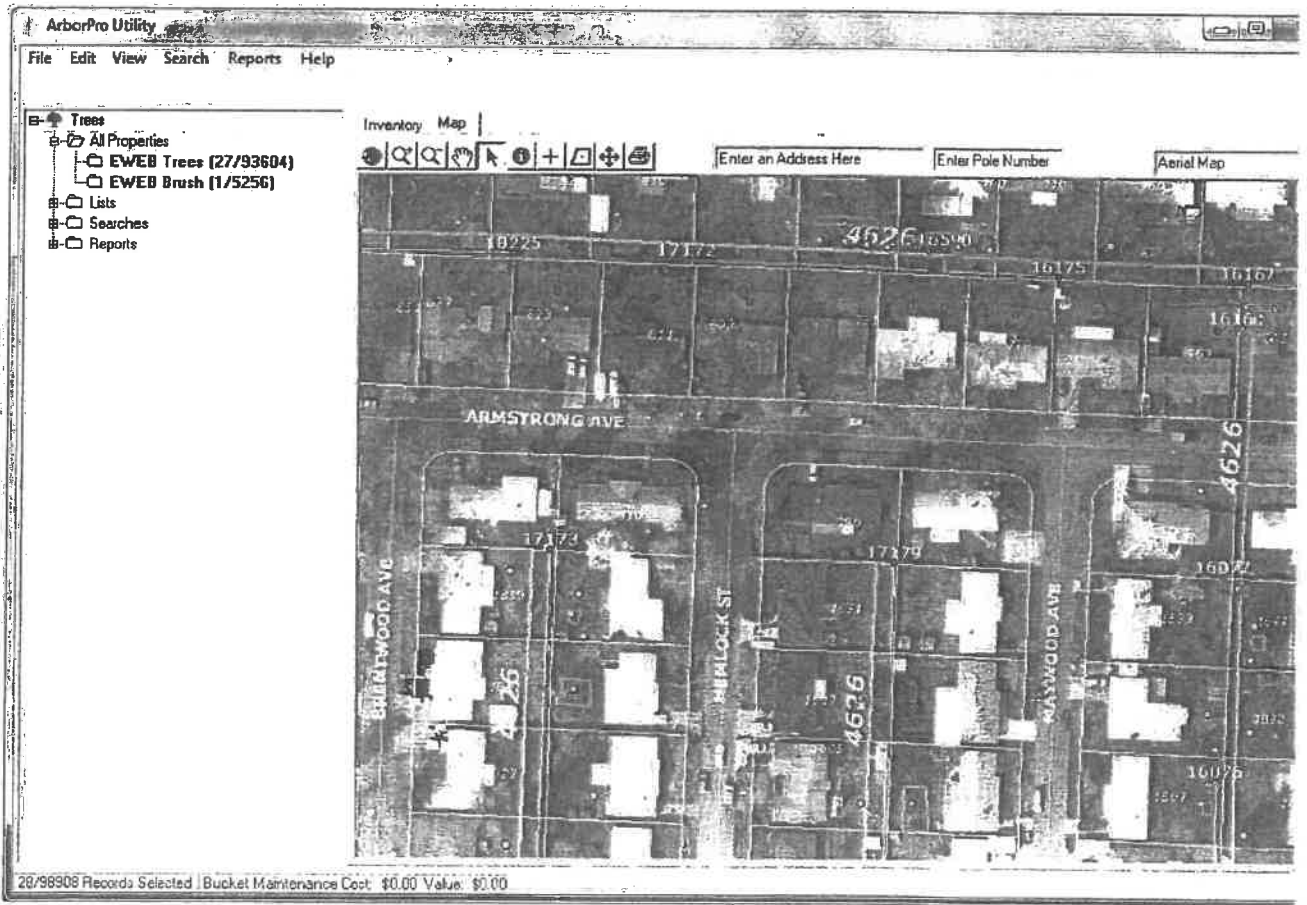
Representative Photo

X 13,127,520.24 Y: 3,990,868.80 Inspected: 2/13/2011 by: KG

Report OK









Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

March 8, 2017

Pleasant Valley Recreation and Park District  
Attn: **Matthew Parker, Park Supervisor**  
1605 E. Burnley St.  
Camarillo, CA 93010

**RE: RFP for Tree Trimming and Tree Maintenance Services**  
**Due: Thursday, March 9, 2017 at 2:00PM**

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) with the opportunity to submit a proposal to provide tree maintenance services for the Pleasant Valley Recreation & Park District. WCA is a family-owned and operated company employing over 750 full-time employees providing various tasks to achieve one goal: serving communities who care about trees and landscape. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability.

WCA's corporate values include listening to customers and employees that will help to improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees. WCA's top management team has created a culture where employees become accountable for actions and results.

WCA has a 44-year track record of working for more than 220 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Boards under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service) as well as Class C27 (Landscaping). We currently employ over 75 Certified Arborists and over 100 Certified Tree workers, as recognized by the Western Chapter of the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. Should we be awarded this project, we shall use full-time, in-house employees; no subcontractors will be used.

Our employees will operate from one of our 7 California offices located in: Anaheim, Ventura, San Diego, Riverside, Fresno, San Jose and Stockton. For questions related to this proposal and who has the authority to negotiate/present, please contact Victor Gonzalez, V.P. Marketing, at (714) 991-1900 or at [vgonzalez@wcainc.com](mailto:vgonzalez@wcainc.com). Lorenzo Perez, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 681-3428 or [lperez@wcainc.com](mailto:lperez@wcainc.com).

Sincerely,

Patrick Mahoney  
President

**West Coast Arborists, Inc.**

226011 Microban Street • Anaheim, CA 92806 • 714-991-1900 • 800-521-8714 • Fax 714-925-3745

# REQUIRED FORMS FOR SUBMITTAL

## BID PRICE SHEET

The Contractor understands the tree population of the Pleasant Valley Recreation District and agrees to provide the specific services to the District as listed in the Bid Proposal.

**1. GRID OR ANNUAL TREE TRIMMING**

A systematic tree trimming program composed of existing grid or pre-designed districts that are trimmed in their entirety on a set schedule. Trees in a grid will include all large, medium and small trees. All trimming is performed in accordance with the standards established by the international Society of Arboriculture, American National Standards Institute and the City.

UNIT	UNIT PRICE
Per tree	\$ 75.00

**2. FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS**

Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocking street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

Size	Unit	Unit price
0-6" dbh	per tree	\$ 75.00
7-16" dbh	per tree	\$ 145.00
17-24 dbh	per tree	\$ 275.00
25-36 dbh	per tree	\$ 425.00
37 dbh & over	per tree	\$ 650.00

**3. PALM TREE TRIMMING**

	Unit	Unit price
Coco Palm, any size	per tree	\$ 60.00
Washingtonia Palm, any size	per tree	\$ 85.00
Canary Island Date Palm, any size	per tree	\$ 295.00

**4. TREE REMOVAL**

	Unit	Unit price
Complete tree and stump removal	per dbh	\$ 37.00
Tree removal only	per dbh	\$ 24.00
Stump only removal	per dbh	\$ 13.00

**5. TREE PLANTING**

	Unit	Unit price
15 gallon tree with root barrier	per tree	\$ 225.00
15 gallon tree without root barrier	per tree	\$ 175.00
24 inch box tree	per tree	\$ 375.00
24 inch box tree without root barrier	per tree	\$ 315.00

**6. TREE WATERING**

<u>Unit</u>	<u>Per day</u>	<u>Unit price</u>
per tree	\$ 600.00	\$ 7.00

**7. CREW RENTAL**

Per man hour  
\$ 75.00

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools

**8. CREW RENTAL (overtime)**

Per man hour  
\$ 112.00

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools.

**9. EQUIPMENT RATES**

List additional equipment you have available and the rates for each.

**10. MATERIAL AT COST PLUS \_\_\_\_\_ 15%**

**11. ARBORIST SERVICES**

Per hour \$ 125.00

Arborist services provided by the hour as prescribed per the Special Provisions of these Specifications.

**12. EMERGENCY CREW RENTAL**

Per hour/man \$ 112.00

**13. TREE MASTER PLAN**

Lump Sum \$ 15,000.00

**Equipment Rates:**

Loader	\$125.00/hour
Crane	\$125.00/hour
95-ft. Aerial Tower	\$125.00/hour

**TOTAL ANNUAL AMOUNT OF BID (IN WORDS):**

Nineteen thousand, fifty-five dollars and zero cents (19,055.00 - Sum of all line items)

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the Unit Prices specified for duration of the term of the awarded contract.

**CONTRACTOR**

West Coast Arborists, Inc.  
Company Name of Bidder

  
Authorized Signature

3/8/17

Date

Patrick Mahoney  
Print Name

President

Title

95-3250682  
Social Security or Taxpayer ID Number

**DESIGNATION OF SUBCONTRACTORS**

A bidder proposing to subcontract any portion of the work and to procure materials and equipment from suppliers and vendors shall identify all proposed subcontractors, suppliers and vendors below.

NAME, ADDRESS, AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	TYPE OF WORK MATERIALS, OR EQUIPMENT (BE SPECIFIC)
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NONE TO BE USED.

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**Note: Additional sheets may be attached.**

## STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the Pleasant Valley Recreation and Park District a Bid or proposal does hereby certify that:

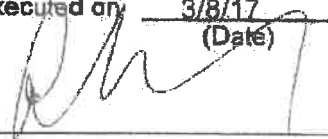
- a. All statements of fact in such bid or proposal are true;
- b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. Such bid or proposal is genuine and not collusive or sham;
- d. Bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the Pleasant Valley Recreation and Park District or of any other bidder or anyone else interested in the proposed procurement;
- e. Bidder did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Bidder did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the Pleasant Valley Recreation and Park District, or to any person or persons who have a partnership or other financial interest with said bidder in his business.
- h. Bidder did not provide, directly or indirectly to any officer or employee of the Pleasant Valley Recreation and Park District any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the Pleasant Valley Recreation and Park District, either currently or within the last two (2) years, or is related to any officer or employee of the District by blood or marriage within the third degree. An exception to this section may be granted by approval of the District Board prior to contract award.
- j. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification was executed on 3/8/17 at

Anaheim, California.

(Location)

Business: West Coast Arborists, Inc.



(Signature)

Printed Name & Title: Patrick Mahoney, President

## CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" herein shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any tree trimming and maintenance contract.

Submitted By: West Coast Arborists, Inc.  
Name must correspond with the Contractor's License

Corporation  Partnership  Individual  Joint Venture

If a corporation, under the laws of what State is it organized? California

California Regional Office (s): Ventura: 11405 Nardo Street, Ventura, CA 93004

Officers, Responsible Managing Officers, Responsible Managing Employees: Patrick Mahoney, President

Richard Mahoney, Asst. Secretary, Rose Epperson, Treasurer, Lorenzo Perez, Area Manager

Use a page titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. Provide the following license numbers and expiration dates:

CA Contractor's License No. 366764 Expiration Date: 12/31/18

CA C-27 (Landscaping) Contractor's License No. 366764 Expiration Date: 12/31/18

CA C-61/D49 (Limited Specialty/Tree Service) Contractor's License No. 366764  
Expiration Date: 12/31/18

Will you be able to provide OSHA Certification for aerial equipment when used throughout the term of the awarded contract? Yes  No

B. How many years' experience in construction work as a current organization?

(1) As a General Contractor? 44 years From 1972 to 2017

(2) As a Subcontractor? N/A From      to     

C. Provide the following names, addresses, and phone numbers for three public agencies for which Bidder has performed similar work within the past ten (10) years, including the Geographical Information System (GIS) tree inventory services:

1. City of Camarillo  
Agency Name  
Leo Alamillo - (805) 388-5338  
Name and telephone number of person familiar with project  
\$204,000 Tree maintenance services 1999 - Present  
Contract amount Type of work Date Completed



2. City of Carpinteria

Agency Name

Paul Medel - (805) 884-5405

Name and telephone number of person familiar with project

<u>\$200,000</u>	<u>Tree maintenance services</u>	<u>2002 - Present</u>
Contract amount	Type of work	Date Completed

3. City of Ventura

Agency Name

Nathan Slack - (805) 652-4556

Name and telephone number of person familiar with project

<u>\$600,000</u>	<u>Tree maintenance services</u>	<u>1998 - Present</u>
Contract amount	Type of work	Date Completed

- D. Have you, your company, or any officer, manager or partner thereof, failed to complete a contract for an Owner? YES \_\_\_ NO X. If so indicate the name of each Owner, dates, and the circumstances.
- E. Have you, your company, or any officer, manager or partner thereof, previously had a contractor's license suspended or revoked? YES \_\_\_ NO X. If so indicate the name of each person whose license was suspended or revoked, dates of occurrence, and the circumstances for each.
- F. Have you, your company, or any officer, manager or partner thereof, been debarred by any public agency? YES \_\_\_ NO X. If so, for each incident, indicate the name of each person, the agency involved, dates, and the circumstances for each.
- G. In an award based on low-bid criteria where your firm appeared to have the low bid, have you or your company been denied an award of an Owner contract? YES \_\_\_ NO X. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.
- H. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible Bidder? YES \_\_\_ NO X. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.
- I. Has your company been given a notice of deficiency during the performance of a contract for these types of services? YES \_\_\_ NO X. If so, as to each notice of deficiency, state the name of the Owner, the date of the notice, the grounds on which the Owner based the notice of the deficiency, and the result of the notice.
- J. Has your company been assessed liquidated damages or had payment withheld by any Owner during the term of a contract for similar services? YES \_\_\_ NO X. If so, as to each assessment of liquidated damages or payment withheld, state the name of the Owner, the date of the assessment/withheld payment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages/payment withheld.
- K. Is your company currently a party in any litigation against any Owner pertaining to any contract for services project, or has your company been a party to such litigation? YES \_\_\_ NO X. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.
- L. In the last five (5) years, has your company, in the performance of similar services, received any notices of violation from OSHA resulting in any fine? YES X NO \_\_\_ . If so, as to each notice, state the name of the Owner, the date of the notice, the grounds on which OSHA based the notice, and the



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[www.WCAINC.com](http://www.WCAINC.com)

**PLEASANT VALLEY RECREATION & PARK DISTRICT**  
**RFP for Tree Trimming and maintenance Services**

**Contractor's Organization Statement and Performance History Supplemental:**

**L. OSHA Violation Disclosure**

Since March 8, 2011, WCA has had one (1) jobsite visit by Cal/OSHA that resulted in subsequent citations. WCA appealed these citations and ultimately had several dismissed and/or reduced. They are listed as follows:

1. **8/10/12: Pleasanton, CA - Cited for Heat Illness Prevention Training.** WCA working supervisor failed to properly answer questions pertaining to Heat Illness training although he was proven to have been properly trained by WCA. Three of four citations were successfully appealed. One citation for general violation netted a \$635 fine. Citation abated.

**West Coast Arborists, Inc.**

9200 E. Wildflower Street • Anaheim, CA 92804 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

result of the notice. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

**Please see attached.**

M. List Key Staff who will work on the District's tree maintenance services, their qualifications and proposed duties. Staff shall include, but not be limited to, certified arborists, certified utility arborists, certified tree workers, certified urban foresters and/or municipal arborists, utility line clearance tree workers, CA licensed pest control advisors and applicators, American Society of Consulting Arborists (ASCA) registered consulting arborist, and technicians providing technical support for inventory software. The firm shall identify at least one (1) ISA Certified Arborist who will be responsible for project management, one (1) Certified Utility Arborist, and full-time English speaking site supervisors capable of communicating with any District representative, and who are authorized to act on behalf of the firm.

Staff Member	Qualifications	Proposed Duties
Lorenzo Perez, Area Manager	ISA, Certified Arborist #WE-7443A	Project manager
	ISA, Certified Treeworker #TW-781	
	ICIA Certified Tree Care Safety Professional #CTSP-312	
Ernesto Macias, Safety Manager	ISA, Certified Municipal/Utility Arborist #WE-7120AUM	Safety & OSHA compliance
Andrew Trotter, Vice President	ISA, Certified Municipal/Utility Arborist #WE-0842AU	Field operations manager
Cris Falco, Certified Arborist	ISA Board Certified Master Arborist #WE-7490B	Arborist/Plant Health Care Services
	Pest Control Advisor #PCA128017	
	Pest Control Applicator #QAL135447	
	Registered Consulting Arborist #RCA557	
Agustin Lozano, Foreman	ISA Certified Treeworker #WE-11306T	Crew Supervisor
Jose A. Alvarez, Tree Worker	ISA Certified Treeworker #WE-10908T	Tree Trimmer
Hector Montes, Foreman	NCCCO Certified Crane Operator #060123869R	Crew Supervisor
	ISA Certified Utility Specialist #WE-8079AU	
Chris Crippen, Vice President (IT)	Microsoft Certified Tech Specialist	Software Support
Nick Wooden, IT	Microsoft Certified Tech Specialist	Software Support
Steve Brown, Inventory Supervisor		Inventory System Support
Please see section titled "STAFF QUALIFICATIONS" in the attached for additional information.		



# PLEASANT VALLEY REC & PARKS

## TREE TRIMMING AND TREE MAINTENANCE SERVICES BID PROPOSAL



Anaheim, CA (Corporate Office)  
2200 E. Via Burton St., Anaheim, CA 92806

Regional Offices:

Fresno, CA	Riverside, CA	San Jose, CA	Ventura, CA
Phoenix, AZ	San Diego, CA	Stockton, CA	



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# PROBATION

## PROBATION DEPARTMENT OF CORRECTIONS

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# WCA, INC.:

# COMPANY PROFILE

## Anaheim, CA (Corporate Office)

### Regional Offices:

Fresno, CA	Riverside, CA	San Jose, CA	Ventura, CA
Phoenix, AZ	San Diego, CA	Stockton, CA	

*"Tree care professionals serving communities who care about trees."*

West Coast Arborist's (WCA) is a family-owned and operated company employing over 750 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We are proudly serving over 200 municipalities and public agencies. We provide superior and safe operations seven days a week, 24 hours per day throughout California, Arizona, and Nevada.

## OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

## 100% CUSTOMER SATISFACTION

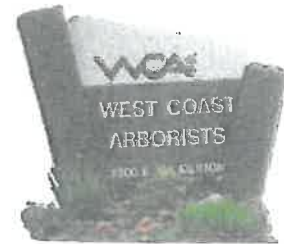
Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy.

We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality

work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.

## COMPANY INFORMATION

President: Patrick Mahoney  
 Organization Type: Corporation  
 Established: 1972  
 Federal Tax ID: 95-3250682  
 DIR Registration: 1000000956



## CONTRACT ADMINISTRATION

Corporate Office  
 Victor Gonzalez, Vice President  
 2200 E. Via Burton St.  
 Anaheim, CA 92806

Phone: (714) 991-1900  
 Fax: (714) 991-1027  
 Email: [vgonzalez@wcainc.com](mailto:vgonzalez@wcainc.com)

## FIELD MANAGEMENT

Regional Office  
 Lorenzo Perez, Area Mgr.  
 11405 Nardo St.  
 Ventura, CA 93004

Phone: (714) 240-1645  
 Fax: (714) 991-1027  
 Email: [lperez@wcainc.com](mailto:lperez@wcainc.com)



## INTERACTIVE PARTNERSHIP

We believe in an Interactive Partnership where our customers can confidently rely on WCA to assist them with any of their tree care needs. Our goals in urban tree care are to extend the life of all trees, preserve public safety, and produce a reliable source of shade and beauty all while accentuating the many benefits that result from healthy trees in parks and City right-of-ways.

WCA is committed to a pro-active policy that reflects our sense of corporate and social responsibility. We have the qualifications, equipment, and corporate capabilities to meet the community's environmental and public safety needs. Our certified teams ensure the community that the work performed will be in accordance with industry standards. Our large fleet of equipment allows us to dedicate specific pieces to the agency. Our support staff aids the field team with tailored information and database access which provides communities with a comprehensive urban tree care program.



# WCA, INC. ORGANIZATION

- Software Development
- Training & Support
- Internal Operating System
- ArborAccess

## INFORMATION TECHNOLOGY



- Preventative Maintenance
- Major Repairs
- Gear/ Supplies / Equipment

## FLEET SERVICES



- Arboricultural Training
- Customer Service Training
- Safety Training
- Certification Training/ Admin

## SAFETY PROGRAM



- Contract Administration
- Public Relations
- Insurance/ Bonds/ Business Licenses

## MARKETING



- Customer Service
- Billing
- Human Resources
- Claims
- Accounting
- Office Administration

## CONTRACT SERVICES



- Area Managers
- Supervisors
- Crew Development

## FIELD SERVICES



- Tree Production
- Recycling Services
- Logs to Lumber

## NURSERY OPERATIONS



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# WCA, INC.

# STAFF QUALIFICATIONS

Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.



## INTRODUCTION

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

## WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement.

The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on prevailing wage determination "Tree Maintenance Laborer."

## CERTIFICATION

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

## CREW EVALUATION

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

**MANAGEMENT  
TEAM**



**Patrick Mahoney, President**



**Rose Epperson, Vice President**



**Richard Mahoney, Vice President**



**Randy Thompson, Vice President  
Area Manager**



**Andy Trotter, Vice President  
Field Operations Manager**



**Debbie DePasquale, Vice President  
Contract Services**



**Chris Crippen, Vice President  
Management Information Systems**



**Victor Gonzalez, President  
Marketing**



**PATRICK MAHONEY, PRESIDENT****Professional Registration****ISA, Certified Arborist #WE-1172A****Professional Affiliation*****Founder - Southern California Tree Trimmers Jamboree******Past President and Honorary Lifetime Member - Western Chapter ISA******Served 1989-97 - ISA Certification Committee******Award of Merit - Western Chapter ISA, 1997******Award of Achievement - ISA, 1998******Society of Commercial Arborists******Municipal Arborists Association******Street Tree Seminar******Tree Care Industry Association******Maintenance Superintendents Association******Utility Arborists Association******California Oak Foundation***

Mr. Mahoney founded West Coast Arborists, Inc. in 1972. As President and Chief Executive Officer, Mr. Mahoney oversees the complete operation of the company. Under his direction the company has grown from 3 employees and 2 trucks to over 600 employees with a 700 plus unit fleet. In December of 2009, the Anaheim Chamber of Commerce honored Patrick as the "Business Champion of the Year" for 2009. The Business Champion of the Year Award recognizes an individual who uses their professional expertise and talents in activities that promote business and the Anaheim community.

**ROSE EPPERSON, VICE PRESIDENT****Professional Registration*****B.S., Business Administration, Argosy University, Costa Mesa, CA******American Society of Consulting Arborists, Executive*****ISA, Certified Arborist #WE-1045A**

Mrs. Epperson has been with WCA since August 1979, and she has been a director at WCA since 1992. Her experience lies in accounting and administration. She is responsible for administrative and accounting functions on a corporate level. She has been involved in the implementation and management of our computerized accounting, estimating and job costing programs.

**RICHARD MAHONEY, VICE PRESIDENT****Professional Registration*****B.S., Business Administration, University of Houston, Houston, TX*****ISA, Certified Arborist #WE-1171A**

Mr. Mahoney has been with WCA since 1974 and has over 35 years experience in the tree care industry. He is responsible for internal operations, management of our fleet as well as overseeing facilities, supplies and purchasing. Prior to his present position with WCA, he spent two years as Vice President of Operations for Golden Coast Environmental Services, a computer oriented urban forestry consulting firm in Irvine, CA. With an extensive background in information systems management, he oversees the computer operations of WCA. He has also served as a member of the Board of Directors since 1978.

**RANDY THOMPSON, VICE PRESIDENT /  
AREA MANAGER****Professional Registration****ISA Certified Arborist #WE-1043A****TCIA, Certified Tree Care Safety Professional, #771****Wildlife Training Institute, Certified Wildlife Protector #581**

Mr. Thompson has been with WCA since 1978. He has over 30 years experience in the arboriculture field. He is responsible for estimating, scheduling, contract administration, personnel and daily operation. He is responsible for field operations, customers service, and management of crews throughout Orange County. Through his employment he has gained valuable experience in computer estimating, tree inventory systems, and costing programs which are essential in the efficient operation of tree crews.

## DEBBIE DEPASQUALE, VICE PRESIDENT/ CONTRACT SERVICES

### Professional Registration

**B.A., Entrepreneurial Management minor in Political Science,**  
*California State University Fullerton, Fullerton, CA*

**ISA, Certified Arborist #WE-3812A**

**Employee of the Year, WCA 1995**

Ms. DePasquale has been with WCA since November of 1993. Before that time, she worked as a consultant for WCA and was a Senior Account Executive for a finance company for five years. Her responsibilities include managing Customer Service, Billing, Administration and Human Resources. Ms. DePasquale has over 20 years computer experience and 17 years in the tree care industry.

## VICTOR GONZALEZ, VICE PRESIDENT/ MARKETING

### Professional Registration

**M.A., Management**  
*Redlands University, Redlands, CA*

**B.S., Engineering Technology – Construction Management,**  
*California State University, Long Beach, Long Beach, CA*

**ISA, Certified Arborist #WE-7175A**

**ATSSA, Certified Traffic Control Designer #00236811**

**TCIA, Certified Tree Care Safety Professional, #761**

**Employee of the Year, WCA 2009**

Mr. Gonzalez has been with WCA since June of 1999. During the previous two years, he worked as a Public Works Inspector for a private engineering firm serving cities in Orange and Los Angeles Counties. Before that time, he served the City of Bellflower for four years as an Executive Assistant to the Director of Public Services. His responsibilities included contract administration, project management, and customer service. He has over seven years of city government and public works experience and nearly 15 years in the tree care industry. He is a member of the firm's Management Team that provides strategic leadership and business development. He leads the sales force in developing its customer

## ANDREW TROTTER, VICE PRESIDENT/ FIELD OPERATIONS

### Professional Registration

**CA Urban Forests Council, Certified Urban Forester #103**

**ISA, Certified Utility Arborist #WE-642AU**

**Wildlife Training Institute, Certified Wildlife Protector #533**

**TCIA, Certified Tree Care Safety Professional, #142**

Mr. Trotter has been with WCA since August of 1982. Prior to that, he had eight years experience in the tree care industry. After working as a Foreman for eight years, Mr. Trotter was promoted to Field Operations Manager in March of 1990. As Field Operations Manager, he supervises all of the field operations as well as oversees our safety, training, nursery and wood recycling facility. He has been an industry leader in many key projects including United Voices for Healthier Communities Great Clean Air Planting Project, Toolkit for Developing Urban Forest Management Plans and the Western Chapter ISA's annual "Workday" fundraiser.

## CHRIS CRIPPEN, VICE PRESIDENT/MIS

### Professional Registration

**Microsoft Certified Professional**

Mr. Crippen has been with WCA since October of 1995. At that time, he had four years experience as a computer programmer for an insurance company. He supports the tree inventory software created by WCA, as well as customizes each software package for each agency. In addition, he maintains the inventory databases compiled by the Inventory Specialists. He has over 18 years computer programming experience and over 14 years experience in the tree care industry.



## **PROJECT TEAM:**

### **LORENZO PEREZ, AREA MANAGER**

#### **Professional Registration**

**ISA, Certified Arborist #WE-7443A**

**ISA, Certified Tree Worker #TW-781**

**TCIA, Certified Tree Care Safety Professional, #CTSP-312**

**Member of Western Chapter ISA**

Mr. Perez has been with West Coast Arborists, Inc. since September of 1994. As an Area Manager, he is responsible for field operations and management of crews in Ventura and Santa Barbara counties. He is also involved in scheduling, evaluation and production of street tree maintenance. Mr. Perez has over twelve years experience in the tree care industry. He receives a minimum of 25 hours credit annually in arboriculture continuing education credits.



### **TAWNY HALCON, OFFICE MANAGER, CUSTOMER SERVICE**

As the CSR (Customer Service Representative), Ms. Halcon is responsible for providing support to the Area Manager and crew. The CSR is to act as a liaison between the company and it's clients as well as the general public. The CSR is responsible for responding to Customer Service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, public relations, errands, etc.



## 75+ Certified Arborists

International Society of Arboriculture (ISA) Arborist Certification provides an educationally challenging program designed to advance the knowledge and proficiency levels in the tree care profession. Having an ISA Certified Arborist oversee a tree project is vital for the quality and craftsmanship of proper urban tree care. Our Arborists accumulate at least 10 Continuing Education Units (CEUs) annually, which help to ensure that they are keeping up with the latest research and techniques. \*Municipal & Utility arborists are on staff as well.

## 100+ Certified Tree Workers

The purpose of the ISA Tree Worker Certification is to establish a meaningful standard of skill and work quality, to establish and measure a level of training and knowledge, and to promote safe work practices. In an effort to provide the best possible urban tree care, WCA hires, trains and assigns Certified Tree Workers for our projects. This insures that a minimum level of training and knowledge for arboriculture has been obtained and that safe work practices and overall safety will be performed. We ensure continuing education and training for those Tree Workers who may wish to gain knowledge in arboriculture or who may want to become Certified Arborists.

## 1 Certified Urban Forester

The California Urban Forests Council's Certified Urban Forester program recognizes, encourages, and enhances the education, experience and professional status of urban forestry professionals. Andrew Trotter has completed the Certified Urban Forester Program and has been granted certification #103.

## 3 Board Certified Master Arborist

This is the pinnacle recognition earned through the International Society of Arboriculture. The rigorous requirements to qualify for the exam include vast arboriculture experience combined with a high level of current industry knowledge.

## 20+ Certified Tree Care Safety Professional

The intent of certifying employees through the Tree Care Industry Association (TCIA) Certified Tree Care Safety Professionals (CTSP) is to improve our employee's well-being by empowering and encouraging the development of a culture based around safety. Currently, WCA has the greatest number of CTSP's in the state of California.

## 80+ WCA Certified/ 20 ISA Certified Utility Line Clearance Tree Workers

The State's Occupational Safety and Health Administration (Cal/OSHA) requires employers of line clearance tree trimmers and aerial lift operators to ensure that their workers have received specific training in accordance with the American National Standard's Institute Z133.2 guidelines. We have an extensive training program that aids in the continued development of our employees.

## California Department of Pesticide Regulation 1 Advisor 10 Applicators

WCA does not sub-contract pesticide diagnosis and/or treatment. All staff is in-house and licensed through the Department of Pesticide Regulation (DPR). The DPR protects public health and the environment with the nation's most rigorous and comprehensive program to evaluate and control pesticide use.

## 70 Wildlife Aware

WCA staff completed the training program offered by Sims and are certified 'Wildlife Aware.' This certification ensures our staff has been specially trained to abide by the migratory treaties Act of 1918 which includes preventing disturbances during the bird nesting cycle.

## 10 NCCCO Certified Crane Operators

WCA employees a staff that includes Certified Crane Operators as recognized by National Commission for the Certification of Crane Operators (NCCCO). As of June 1, 2005, crane operators in California must be certified, as required by 8 California Code of Regulations §5006.1. The regulations require certification of fixed and mobile crane operators. Certification consists of a physical examination, a substance abuse test, and written and practical examinations.

## 1 Consulting Arborist- Michael Mahoney

American Society of Consulting Arborists (ASCA), Registered Member #353  
ISA Certified Arborist #WC-0216A  
Bachelor of Fine Art, California State University, Fullerton  
ASCA Consulting Academy, Graduate #0022

Mr. Mahoney has over thirty-six years in practical and management experience in arboriculture and urban forestry; 20 years full-time as an arboriculture practitioner; 5 years full-time as manager of large arboricultural contracting firm; 5 years full-time as CEO of arboricultural and urban forestry consulting firm; 6 years full-time as an independent arboricultural and urban forestry consultant. Approximately 45 hours credit, annually, arboricultural continuing education.

## 6 IT Technicians

WCA's IT Department consists of six technicians who are readily available to assist with training, inquiries, functionality requests, and general help as related to the tree inventory software program, ArborAccess.

## Certified ATSSA Traffic Control

The American Traffic Safety Services Association (ATSSA) provides quality roadway safety education and training. Their progressive and innovative approach to training and education has made them the state-recognized leader in traffic control safety.

*A list of employees holding the licenses and certifications above is available upon request.*

# WCA, INC.

# METHODOLOGY

All work performed will adhere to industry ISA and ANSI standards.



## Services to be Performed

WCA, Inc. is a full-service tree maintenance company that is qualified and prepared to provide the most effective and efficient means of tree care services. Work can be ordered/requested via the "List Management" tool in ArborAccess (WCA's tree maintenance and management software program). Descriptions of the most common services are provided below:

*\*All work performed will adhere to industry ISA and ANSI standards.*

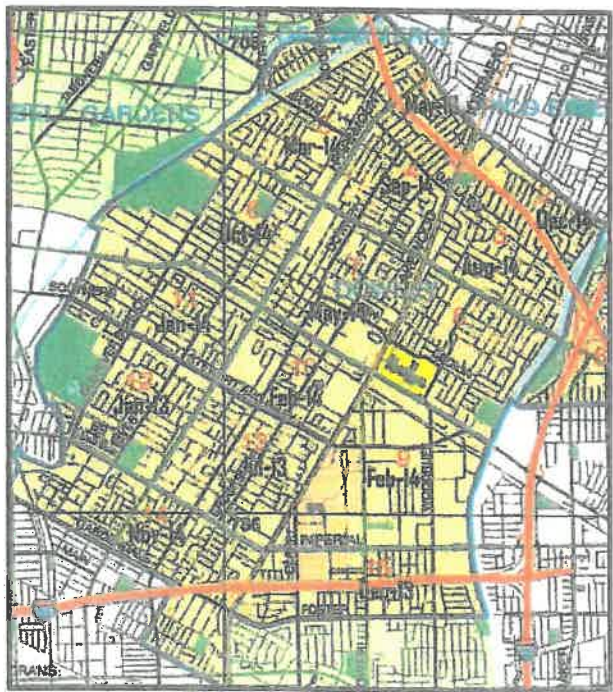
## Tree Pruning Objectives:

- Reduce the risk of failure
- Provide clearance
- Reduce wind resistance
- Maintain health
- Influence flower or fruit production
- Improve a view
- Improve aesthetics
- Check for safety issues

## Benefits of a Grid Tree Pruning Program

We can assist the Agency with updating or establishing grids for a long term pruning program. Maintenance should be performed throughout the entire fiscal year on a consistent basis.

Regardless of the amount of an Agency's tree management budget, systematic tree maintenance reduces costs in the long term.



## Improved Public Relations

Citizens can be informed in advance when their trees are scheduled for service. This is a pro-active approach to manage the Agency's urban forest.

## Equal Service

Every citizen receives service whether requested or not. Maintenance is not dependent on a formal request or individual. This helps reduce the need for "emergency" or "service request" pruning, and can prevent liability problems (such as dead or weak branches).

**Preventive Maintenance-** All Agency trees receive routine maintenance; problems are corrected before they reach crisis levels.

**Improved Health-** Grid/area pruning improves the health of the tree population through routinely pruning weakened or pest infested branches and developing sound and vigorously growing crowns.

**Maintain a Capital Asset-** The urban forest is one of the most valuable and overlooked capital assets. By investing in the systematic maintenance concept the Agency is maintaining its overall and real financial value to the community.

**Reduced Liability-** Due to the efficiency of grid trimming, all trees are serviced in a timely manner reducing liability exposure.

**Efficient Record Keeping-** The Foreman is able to update tree characteristic information on trees that our crew maintains over the trim cycle period. Records are maintained for current status and returned to the Agency for their files.

## Clearance Pruning

Clearance pruning consists of removing branches to provide clearance from the top of the curb and sidewalk when practical, or as specified by the Agency. This operation also involves clearing limbs or branches away from wires, lights, building, and/or traffic signal devices. We will remove all trunk sprouts and suckers and clear limbs to provide for pedestrian travel above Agency-owned walkways.

## Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and

condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

## Small Tree Care

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement
- Tree watering

Each tree is inspected to determine specific needs and maintenance activities are then performed accordingly.

## Palm Trunk Skinning

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue.

## Tree Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down.

## Root Pruning

We strongly recommend against any root pruning, however, should you want to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away.



## Tree Planting

We can replace trees that have been removed and plant new trees in accordance with specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

## Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

## Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Accidents happen. With manpower, reliable equipment and expertise WCA Inc. is here to help ensure your community's safety.

# EMERGENCY RESPONSE

CA #366764 • WCAINC.COM

Emergency Response • Tree Pruning • Tree Removals  
Tree Evaluations • Debris Clean-Up • 24 Hours 7 Days A Week

## 1-866-LIMB DOWN

WCA  
Your Green Address for

## Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Flag hanging
- Holiday light installation
- Changing ball park lights
- Misc. use of aerial towers and cranes (including equip. rental)
- Crown reduction
- Crown restoration

## Arborist Reports

We have full-time Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

## Plant Health Care

### Cris Falco, Plant Health Care Coordinator

- DAL 135447 Categories B & C
- PCA 126017 Categories A & B

Our PHC program managed by Cris Falco goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

## Shot Hole Borer

The Polyphagous Shot Hole Borer (PSHB) is a new pest in Southern California. This boring beetle drills into trees and brings with it a pathogenic fungus (*Fusarium euwallacea*), as well as other fungal species. When heavily infested, the resulting *Fusarium* causes the decline and death of trees. Over 120 different tree species are affected in Southern California and over 30 reproductive hosts are of high concern. As tree care professionals, we have a responsibility to understand and report when we see a tree we are working on infested with PSHB.

## ABILITY TO ACQUIRE, PURCHASE & STAGE TREES

Cities expect the highest quality of new trees, proven varieties and an organization with the knowledge and skills to provide them with the latest and most reliable information available related to tree planting. By meeting these expectations, we're able to contribute to the success of reforestation projects within communities. In order to complete successful tree planting programs, cities can rely on us to locate, acquire and purchase different tree species.

As part of our Corporate Capability, we are financially able to purchase large quantities of trees for planting projects. Being familiar with over 50 nurseries in California, allows us to obtain the best tree available from a broad and plentiful stock. The process by which we obtain trees is quite simple: First, we utilize our database of nurseries, and contact several of them requesting specific trees with their prices. Upon locating the availability of trees, we then perform a tree pre-inspection at the nursery. When time is of the essence, nurseries will provide us with photos either by mail or by e-mail for our review. Once the trees are purchased, and depending on the size of the project, we have them delivered to our facility in Placentia, Brea, or if possible, at a staging area within the City. It is through this process that we have planted an average of 14,000 trees for all of our customers each year during the past three years.



## GREEN WASTE REPORTING- ASSEMBLY BILL 939 (AB939)

The management of solid waste has become a major issue in California and throughout the country. Not only are we producing an increasing amount of solid waste each year, but we are running out of places to put it. Because of the concern about water and air pollution associated with landfills, the opportunities to develop additional disposal capacity are limited.

To address these issues, the Governor of California signed into law on September 29, 1989, Assembly Bill 939 (AB 939). The law fundamentally restructured the state's approach to solid waste management. AB 939 established an integrated waste management hierarchy in the following order of importance:

- Source reduction
- Recycling and composting
- Environmentally safe transformation and land disposal of solid wastes

AB 939 requires that each California county and incorporated city prepare a Source Reduction and Recycling Elements (SRRE) report which shows how they will meet solid waste diversion goals of 50 percent by the year 2000 and beyond.

West Coast Arborists, Inc., offers a multitude of waste diversion opportunities to cities including mulch, compost, firewood and logs to lumber. In an effort to provide cities with valued information pursuant to AB 939 requirements, we provide immediate reporting capabilities through ArborAccess at no additional cost.

CITY OF CORONADO				Green Waste Report		
From 1/1/2016 to 4/13/2016				Job #: All		
Date	Job #	Truck #	Recycling Site	Material	Weight in Tons	Amount
1/4/2016	31753	D36	OTAY LANDFILL	PALM	3.12	119.53
1/5/2016	31753	D36	OTAY LANDFILL	PALM	2.68	102.67
1/8/2016	31753	R45	INLAND PACIFIC RESOURCE RECOVERY, INC	LOGS	10.00	160.00

# WCA, INC.

# QUALITY CONTROL

**Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.**



To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

*\*Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.*

## Area Manager: LORENZO PEREZ

ISA Certification #: WE-7443-A

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

## Daily Management

Daily management will consist of, but is not limited to the following:

- Email notification complete with location, crew, equipment type, and work description

- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of any debris at the end of each work day
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

## Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meeting with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with specifications provided by the Agency
- Maintain open communication with the Agency Inspector and field crew

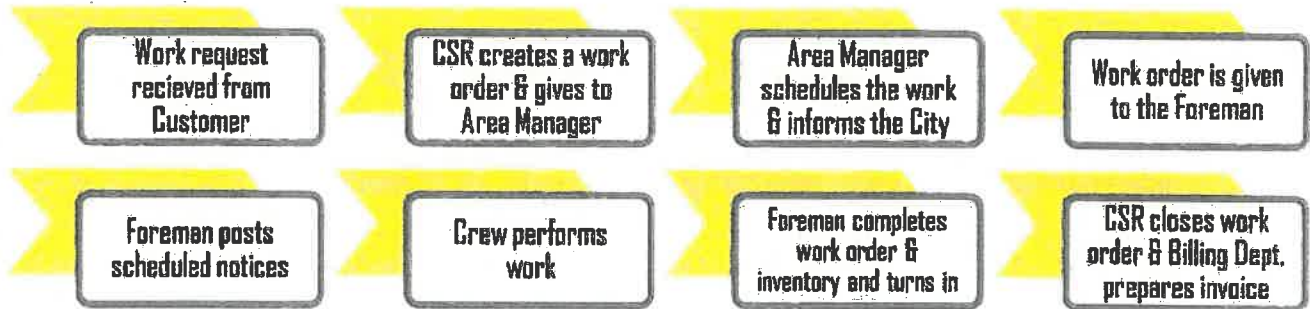
## Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

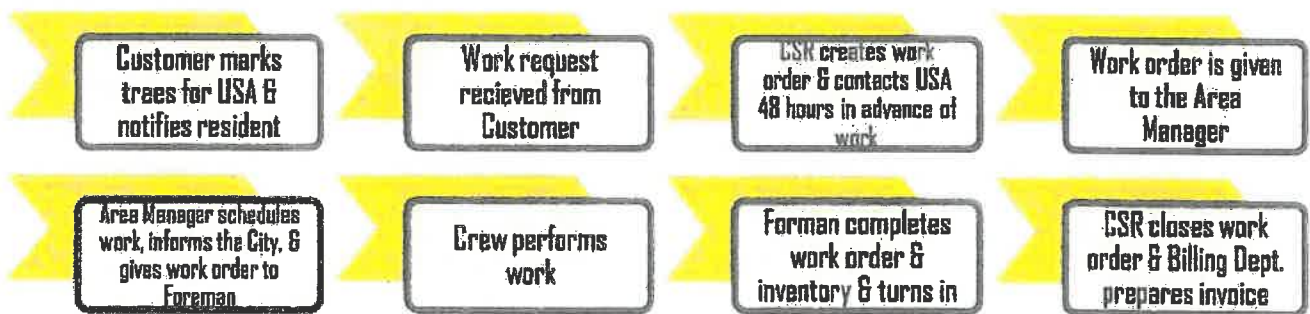
## The Workflow Process

When work is ordered WCA implements the following standards and procedures:

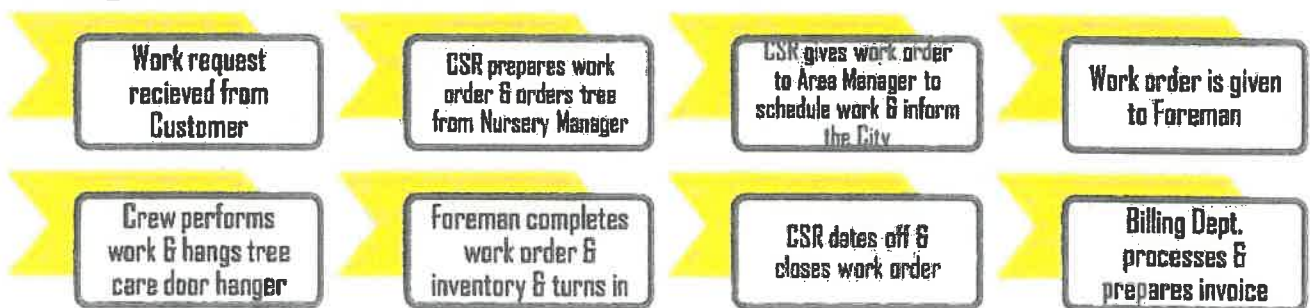
### Grid Pruning Flowchart



### Removal Flowchart



### Planting Flowchart





## Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.

## Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

## Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize tablets as both navigational and communication devices in the field. Tablets have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

## Permits and Licensing

WCA will procure a City Business License as necessary and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

## Right-of-Way

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

## Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/or other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

**HELP ME GROW!**

- WATER THE TREE** once (1) per week during cool months.
- WATER THE TREE** twice (2) per week during warm months.
- PLEASE DO NOT** change or adjust the stakes.
- PLEASE DO NOT** adjust the water basin or mulch placed around the tree.
- KEEP THE TREE** FREE OF weeds and other plants.

**WCA**  
 Services Provided By:  
 West Coast Water Care, Inc. 2018 101st Avenue, Suite 100, Westland, MI 48090  
**800.521.3714**

**TREE CARE PROFESSIONALS**  
 SERVING COMMUNITIES WHO CARE ABOUT TREES



### Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air contaminants in quantities that violate the regulations of any legally constituted authority.

### Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

### Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency.

\*Excluding emergency services.



### Traffic Control

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High-visibility arrowboards will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.

# WCA, INC.

## INVENTORY SOFTWARE



- Ease of use
- Database view
- Tree detail information
- Searching database
- Track order management
- Mapping capabilities
- Compatibility upgrades
- GIS/GPS

### ArborAccess

ArborAccess is an Internet driven program that was developed by tree care professionals at West Coast Arborists, Inc. and was based on the tree maintenance needs of our customers. This user-friendly program allows customers to store, retrieve, update, delete and add tree records and work histories. The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

### Software Training

Our IT Department is based out of our corporate office in Anaheim, CA. Local satellite offices are located throughout the state of California in: Stockton, San Jose, Fresno, Ventura, Riverside, San Diego, including Las Vegas, NV and Phoenix, AZ. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for

the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

### Billing

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

## List Tracking System

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.

## Sample Management Tools- Detailed Tree Site Characteristics

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

## Maintenance Records

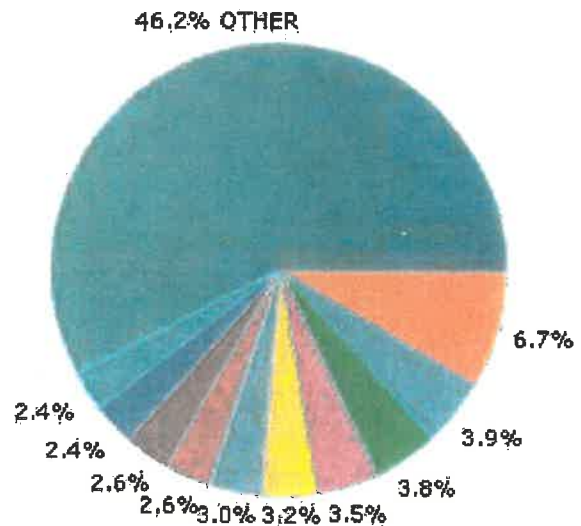
Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

## Detailed Reporting Options

Several types of reports can be generated within ArborAccess. Some report samples are:

- Inventory
- Work Summary
- View Invoices
- Job Balance
- Greenwaste
- Work History
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency
- Work Type by District Frequency
- All Trees at an Address
- Estimated Tree Value

## Ex. Species Frequency Report



Top 10 Species	
6.7%	MEXICAN FAN PALM
3.9%	ALEPPO PINE
3.8%	CARROTWOOD
3.5%	BRISBANE BOX
3.2%	AMERICAN SWEETGUM
3.0%	QUEEN PALM
2.6%	DESERT GUM
2.6%	BRAZILIAN PEPPER
2.4%	LEMON-SCENTED GUM
2.4%	RUSTY LEAF FIG

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.



# WCA, INC.

## CURRENT REFERENCES

### CURRENT CONTRACT WORK EXPERIENCE

West Coast Arborists understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the

#### City of Camarillo

Since 1999

WCA provides complete pruning services for the City of Camarillo. In 2011 we updated the City's tree inventory by adding GPS locations. There are nearly 19,000 City-owned trees of which 4,500 are trimmed annually. Accurate and up-to-date work history records are maintained in ArborAccess which maintains the integrity of the inventory.

Annual Budget: \$204,000

Contact: Leo Alamillo, Public Works Maintenance Superintendent

Address: 283 S. Glenn Drive, Camarillo, CA 93010

Phone: (805) 388-5338

Email: [lamillo@ci.camarillo.ca.us](mailto:lamillo@ci.camarillo.ca.us)



#### Los Angeles County JOC-North

Since 2015

WCA trims nearly 25,000 trees of the county's 500,000 tree population annually. We also perform tree removals and tree planting on an as-needed basis. Part of our work requirements include palm tree inspection and bird nesting inspections as work is performed.

Annual Budget: \$ 1,000,000

Contact: Nathan Birdwell, Tree Superintendent

Address: 5530 West 83rd St., Los Angeles, CA 90045

Phone: (561) 947-7173

Email: [nbirdwell@dpw.lacounty.gov](mailto:nbirdwell@dpw.lacounty.gov)



**City of Culver City**

Since 2006

We currently maintain the City's entire urban forest consisting of over 90,000 city owned trees. A GPS tree inventory was completed in 2011. During each fiscal year there is an average of 13,000 trees trimmed.

Annual Budget: \$ 1,000,000  
 Contact: Eric Mirzaian, Senior Management Analyst  
 Address: 9505 W. Jefferson, Blvd., Culver City, CA 90232  
 Phone: (310) 253-6430  
 Email: eric.mirzaian@culvercity.org



**City of Santa Maria**

Since 2006

We provide complete urban forestry management for nearly 2,500 City-owned trees, including tree pruning, removals, planting, and emergency services. In an effort to maintain a sustainable urban forest, we also provide services to other City Departments including Water Department and Parks. Inventory updates to work history are done in conjunction with biweekly invoicing. We have performed successfully in the City for nearly 10 years.

Annual Budget: \$ 500,000  
 Contact: Jim Davis, Recreation Services Manager  
 Address: 615 S. McClelland St., CA 93454  
 Phone: (805) 925-4508  
 Email: jdavis@ci.santa-maria.ca.us



**City of Manhattan Beach**

Since 2013

Primarily WCA performs tree maintenance services for all of Manhattan Beach's city-owned trees. The City currently is on a 3-5 year pruning maintenance cycle. Removals are performed on an as-needed basis. Manhattan Beach manages their urban forest by utilizing ArborAccess, the inventory software program provided by WCA.

Annual Budget: \$ 127,000  
 Contact: Bobby Dobson, Street Maintenance Supervisor  
 Address: 3621 Bell Avenue, Manhattan Beach, CA 90266  
 Phone: (310) 802-5307  
 Email: bdobson@citymb.info



**City of San Fernando**

Since 2007

WCA performs various tree maintenance services for the City. All work is regularly recorded in ArborAccess to maintain the most accurate work history records along with attributes related to each tree site.

Annual Budget: \$ 282,000  
 Contact: Chris Marcarello, Deputy City Manager/ Public Works Director  
 Address: 117 Macneil St., San Fernando, CA 91340  
 Phone: (818) 898-1222  
 Email: cmarcarello@sfcity.org



# WCA, INC.

## CORPORATE CAPABILITIES

### GENERAL BUSINESS STATEMENT

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61 & C27
- Over \$8,500,000 line of credit available
- Bonded by CBIC, an A+ rated company
- Approximately 750 employees
- Over 220 contracts with public agencies
- Over 75 Certified Arborists
- Over 100 Certified Treeworkers
- Drug-free workplace
- 14,000 sq. ft. *company-owned* Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 500,000 trees **pruned** annually over past 3 years
- Avg. 18,000 trees **removed** annually over past 3 years
- Avg. 14,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$5 million
- Federal Tax ID #95-3250682, current on all taxes and filings with state and federal government
- Sales volume over \$85 million annually
- Fleet of 1,000 pieces of equipment

STATE OF CALIFORNIA  
 **CONTRACTORS STATE LICENSE BOARD**  
DEPARTMENT OF CONSUMER AFFAIRS **ACTIVE LICENSE** 

License Number **366764** Entity **CORP**

Business Name **WEST COAST ARBORISTS INC**

Classification(s) **C61/D49 C27**

Expiration Date **12/31/2018** [www.csfb.ca.gov](http://www.csfb.ca.gov) 

#### Active Memberships:

- International Society of Arboriculture (ISA)
- Maintenance Superintendents Association (MSA)
- California Landscape Contractors Association (CLCA)
- Tree Care Industry Association (TCIA)
- Street Tree Seminar (STS)
- California Urban Forest Council (CaUFC)
- American Public Works Association (APWA)

**Certificate of Insurance**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS/LIMITS NOT LISTED BELOW.

**This is to Certify that**

WEST COAST ARBORISTS, INC  
2200 EAST VIA BURTON  
ANAHEIM CA 92806

NAME AND  
ADDRESS  
OF INSURED



**Liberty Mutual**  
**INSURANCE**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP. DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
<b>WORKERS COMPENSATION</b> Statutory Limits	<input checked="" type="checkbox"/> POLICY TERM	7/1/2017	WA7-66D-039499-076	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	<b>EMPLOYERS LIABILITY</b> Bodily Injury by Accident \$1,000,000 Bodily Injury By Disease \$1,000,000 Bodily Injury By Disease \$1,000,000
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE		7/1/2017	TB2-661-039499-016	General Aggregate Products / Completed Operations Aggregate Each Occurrence Personal & Advertising Injury Other Damage to premises rented to you \$500,000	\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 Per Person / Organization Medical Expense \$5,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED		7/1/2017	AS7-661-039499-036		\$2,000,000 Each Accident—Single Limb B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
<b>OTHER</b> Umbrella Excess Liability		7/1/2016 - 7/1/2017	TH7-661-039499-046		\$5,000,000 Per Occurrence/Aggregate
<b>ADDITIONAL COMMENTS</b>					

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual  
Insurance Group

Certificate Holder

Evidence Only  
2200 E Via Burton  
Anaheim CA 92806

*Elaine Ulan*

Los Angeles / 0803  
618 W 7th Street, Suite 850  
Los Angeles CA 90017

Elaine Ulan

AUTHORIZED REPRESENTATIVE  
0684406

213-624-1171 6/16/2016

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 (07-10)

LDI COI 268896 02 11



State of California  
**Department of Industrial Relations**  
 Home Labor Law Cal/OSHA Safety & Health Workers' Comp Self Insurance Apprenticeship Director's Office Boards

Public Works

### Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)  
 Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name:  Contractor License Lookup

License Number:

County:

Export as:

Search Results  
 One registered contractor found. 1

Details Legal Name

Registration Number	County	City	Registration Date	Expiration Date
100000956	ORANGE	ANAHEIM	05/09/2016	06/30/2017

View WEST COAST ARBORISTS, INC.

V2.20160101

**California Environmental Protection Agency**  
**Air Resources Board**

**Certificate of Reported Compliance**  
**Truck and Bus Regulation**  
 Issued to:

**West Coast Arborists, Inc.**  
**Motor Carrier CA-69562**  
**99 Vehicles Reported**

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the Air Resources Board (ARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. ARB hereby finds that the fleet listed above has reported compliance with title 12, California Code of Regulations, section 2025 of the Truck and Bus Regulation. If ARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until December 31, 2016

  
 Erik White  
 Division Chief, Mobile Source Control Division  
 California Air Resources Board

Truck and Bus Fleet Identification  
 114016

To verify the authenticity of this certificate, visit  
[www.arb.ca.gov/mso/mca/ear/ass/ccllookup.htm](http://www.arb.ca.gov/mso/mca/ear/ass/ccllookup.htm)



# PROBABILITY

1. A fair six-sided die is rolled. What is the probability of rolling a number greater than 3?

Solution: A fair six-sided die has 6 possible outcomes: 1, 2, 3, 4, 5, and 6. The outcomes greater than 3 are 4, 5, and 6. There are 3 favorable outcomes out of 6 possible outcomes. Therefore, the probability is  $\frac{3}{6} = \frac{1}{2}$ .

# COMBINATORICS

2. How many different three-letter words can be formed using the letters A, B, and C, if each letter can be used only once?

Solution: This is a permutation problem. We are choosing 3 letters from a set of 3 letters (A, B, C) and the order matters. The number of permutations is given by  $P(3, 3) = \frac{3!}{(3-3)!} = \frac{3!}{0!} = \frac{3 \times 2 \times 1}{1} = 6$ . The possible words are ABC, ACB, BAC, BCA, CAB, and CBA.

# STATISTICS

3. A set of data has a mean of 10 and a standard deviation of 2. What is the probability that a randomly selected value from the set is between 8 and 12?

Solution: This question involves the normal distribution. The mean is 10 and the standard deviation is 2. The values 8 and 12 are one standard deviation below and above the mean, respectively. In a normal distribution, approximately 68% of the data falls within one standard deviation of the mean. Therefore, the probability is approximately 0.68.

**CONTRACT FOR TREE TRIMMING AND TREE MAINTENANCE  
SERVICES AS IDENTIFIED IN RFP NO. PVRPD- TS2017**

This Contract for Tree Trimming and Tree Maintenance Services (“Contract”) is made and entered into in the County of Ventura, State of California, this \_\_\_\_\_, 2017, by and between the Pleasant Valley Recreation and Park District, a special district (“District”), and West Coast Arborist (“Contractor”).

**WHEREAS**, The District desires to hire Contractor to perform Tree Trimming and Tree maintenance services specified herein; and

**WHEREAS**, Contractor represents that Contractor and/or Contractor’s personnel have the qualifications and experience to properly perform such services;

**NOW, THEREFORE**, District and Contractor hereby agree as follows:

**1. Scope of Services**

Contractor shall furnish District with tree maintenance services, as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

**2. Method of Performing Services**

Subject to the terms and conditions of this Contract, Contractor shall perform the services in the method, detail, and means of performing the services as set forth in Exhibit A.

**3. Standard of Performance**

- a. All work shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including subcontractors, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The District will deal directly with and make all payments to the Contractor.
- b. Subcontracting of any or all of the work to be done will in no way relieve the Contractor of any part of responsibilities under the contract.
- c. Periods of performance may be extended if the facts as to the cause of delays justify such extension in the opinion of the General Manager.

**4. Nonexclusive Services**

This Contract shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor’s own account or to any other person or entity as Contractor in its sole

discretion shall determine. Contractor agrees that performing such services will not materially interfere with services to be performed for the District.

**5. Coordination of Services**

All services are to be coordinated with the Park Service Manager or designee (“Park Supervisor”) and shall be performed under the general direction of the General Manager.

**6. Place of Work**

Contractor shall perform the services provided for in this Contract at all District owned sites.

**7. Correction of Errors**

Contractor agrees to correct, at its expense, all errors which may be disclosed during review of Contractor’s services. Should Contractor fail to make such corrections in a reasonably and timely manner, such corrections shall be made by District, and the cost thereof shall be paid by Contractor.

**8. Time for Performance**

All services performed under this Contract shall be completed pursuant to the schedule provided in Exhibit A (Tree Trimming and Tree Maintenance services Proposal) attached hereto and incorporated by this reference in full herein.

**9. Principal in Charge**

Contractor hereby designates **Mr. Patrick Mahoney** as its principal-in-charge and person responsible for necessary coordination with Park Service Manager or designee.

**10. Permits, Licenses, Certificates**

Contractor, at Contractor’s sole expense, shall obtain and maintain during the term of this Contract, all City, State and Federal permits, licenses, and certificates required in connection with the performance of services under this Contract, including a City of Camarillo business license.

Contractor shall be required to possess a State of California C-27 Landscape Contractor’s license and a C-19/D49 (Limited Specialty/Tree Service). Also; a California Department of Pesticide Regulation pesticide applicators/operators certificate in the appropriate categories prior to signing a written agreement with the District.

Contractor shall be required to possess a City of Camarillo Business License prior to signing a written agreement with the District.

**11. District’s Responsibility**

District shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services. Park Service Manager agrees to provide direction to Contractor as requested regarding particular project requirements.

## **12. Term of Contract**

The awarded contract term is five (5) years, effective from the date of execution of the contract, with the District's option to extend the contract on the same terms for three (3) additional one (1) year periods. The District shall not be required to provide "cause" or any reason whatsoever; should it elect not to renew. The contract term and all extensions thereto shall not exceed a total of eight (8) years.

Option to Extend for Good Performance: The District may, at its option, and with the approval of the Contractor, extend the period of the agreement for an additional 12 months up to 3 times. Contractor shall be notified in writing by the District Park Service Manager of the District's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the contract. Any price increases or decreases shall be negotiated at time of contract extension.

## **13. Cancellation**

The District reserves the right to cancel this contract at any time if the Contractor fails to provide adequate service or comply with specifications by giving the Contractor thirty (30) days written notice of its intent to do so.

## **14. Default**

If Contractor defaults in its performance of any provision contained in this Contract Agreement, it shall be lawful for District to exercise any and all remedies which may be available to District pursuant to law, and it shall be lawful for District to exercise any and all remedies granted to District pursuant to this Contract Agreement. Each and every covenant and Agreement contained herein to be kept and performed by Contractor is expressly made a condition of this Contract Agreement, and upon the breach thereof, if not remedied by Contractor, District may exercise any and all rights of termination of this Contract Agreement. In the event District determines that Contractor has defaulted in any of its obligations under this Agreement, District shall deliver to Contractor a written notice advising Contractor of the provisions of this Agreement in which it is in default. The notice may also serve as notification that Contractor shall have a right to remedy its defaults in performance of its obligations under this Agreement in accordance with the provisions of this paragraph. If Contractor defaults in the performance of any other obligation under this Agreement, Contractor shall have a period of ten (10) days within which to remedy such default. If Contractor does not remedy a default in its obligations under this Contract Agreement pursuant to the remedy provisions provided above, all rights terminate upon delivery to Contractor of a notice of termination by the District.

## **15. Compensation**

District agrees to pay Contractor for the services provided under this Contract in the amounts at the rates provided in **Exhibit "B"** or negotiated price.

- a. See **Exhibit B** - WCA's Bid Submittal price sheet

The undersigned hereby accepts the pricing amounts as identified in **Section # 15** or as negotiated.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Contractor agrees that payment by District shall not constitute nor be deemed a release of the responsibility and liability of Contractor or its employees, subcontractors, agents and sub-Contractors for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by District for any defect or error in the services performed by Contractor, its employees, subcontractors, agents and sub-Contractors.

**16. Prevailing Wages**

In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

**17. Records**

Contractor shall provide Park Service Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

If any sales tax is due for services performed by Contractor or materials or products provided to the District by Contractor, Contractor shall pay the sales tax. District shall not reimburse Contractor for sales taxes paid by Contractor.

**18. Method of Payment**

District agrees to pay Contractor monthly upon satisfactory completion of the services and upon submission by Contractor of an invoice delineating the services performed, in a form satisfactory to Park Service Manager. The invoice shall identify services by project as specified by Park Service Manager.

Contractor agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be

adequate to reflect the time involved and cost of performing the services. Contractor shall provide Park Service Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

**19. Responsibility for Expenses**

All expenses incident to the performance of services under this Contract shall be done by the Contractor, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Contractor. Contractor shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Contract, including, but not limited to any personal property used by employees and agents of Contractor in the performance of such services.

**20. Non-Appropriation of Funds**

Payments to be made to Contractor by District for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of District funds. In the event District does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Contract shall cover payment for Contractor's services only up to the conclusion of the last fiscal year in which District appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**21. Maintenance and Inspection of Record**

Contractor agrees that District or its auditors shall have access to and the right to audit and reproduce any of Contractor's relevant records to ensure that District is receiving all services to which District is entitled under this Contract or for other purposes relating to the Contract. Contractor shall maintain and preserve all such records for a period of at least three years after the expiration of this Contract, or until an audit has been completed and accepted by District. Contractor agrees to maintain all such records in District or to promptly reimburse District for all reasonable costs incurred in conducting the audit at a location other than in District, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

**22. Confidentiality of Information**

Any documents and materials given to or prepared or assembled by Contractor under this Contract shall be confidential and shall not be made available to any third person or organization by Contractor without prior written approval of the Park Service Manager.

### **23. Indemnity**

The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the Pleasant Valley Recreation and Park District, its officers, agents, and employees, from and against any and all liability, damages, costs, losses, claims, and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the Contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the Pleasant Valley Recreation and Park District, or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the Pleasant Valley Recreation and Park District, or of any agent or employee of the Contractor, subcontractor, or of the Pleasant Valley Recreation and Park District), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the Pleasant Valley Recreation and Park District, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor in addition to the foregoing, specifically shall indemnify and save harmless the Pleasant Valley Recreation and Park District, any and all of the Pleasant Valley Recreation and Park District's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the work place or safety of materials or equipment supplied by the Pleasant Valley Recreation and Park District or others at the direction of the Pleasant Valley Recreation and Park District and used in the performance of the work hereunder.

The Contractor shall comply with all of the provisions of the Workmen's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or Federal acts or laws applicable; and shall indemnify and hold harmless the Pleasant Valley Recreation and Park District from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the Pleasant Valley Recreation and Park District, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

Worker's Compensation Insurance and Comprehensive Liability Insurance (bodily injury, personal injury and property damage) including automobiles and including liability assumed by Contract, is to be procured and maintained at the sole expense of Contractor during the performance of any work or activities under this contract. The insurer shall agree to waive all rights and subrogation against the District, its officers, officials, employees, representatives, and volunteers for losses arising from work performed by the contractor for the District.

Such policies of insurance shall provide that thirty (30) days advance notice of any reduction or cancellation of coverage shall be provided to the Pleasant Valley Recreation and Park District, and the Comprehensive Liability Insurance shall name the Pleasant Valley Recreation and Park District as an insured with respect to liability of any nature arising out of or incidental to the performance of his Contract, and shall further provide that the protection afforded the Pleasant

Valley Recreation and Park District shall be primary insurance protection and not contributing with any other valid and collectible insurance of the Pleasant Valley Recreation and Park District. Written proof of said insurance shall be furnished to the Pleasant Valley Recreation and Park District by the successful proposer.

The Contractor shall indemnify the Pleasant Valley Recreation and Park District, its officers, agents, and employees from all loss, damage, liability, cost, and expense to which any such parties may be put by reason of any negligent or wrongful act or omission on the part of the Contractor's employees engaged in the work to be done hereunder in supervising the erection or installation of any apparatus which may be required by or incidental to performance of this contract.

INSURANCE: Contractor shall carry, and shall require all of his subcontractors to carry insurance in limits or amounts not less than the following:

Contractor shall procure and maintain for the duration of the contract the following insurance coverage's and limits against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work covered by this agreement by the Contractor, his agents, representatives, employees or subcontractors:

<u>COVERAGE PER OCCURRENCE</u>	<u>ISO FORM</u>	<u>COMBINED SINGLE LIMIT</u>
Comprehensive General Liability or Broad Form General Liability	GL 00 02 01 73 Rev	\$3,000,000
Business Auto	GL 04 04 05 81	\$3,000,000
Worker's Compensation	CA 00 01 01 87	\$1,000,000
<ul style="list-style-type: none"> <li>• Including Employers' Liability And Waiver of Subrogation</li> </ul>		Statutory Limit
		\$1,000,000

Contractor shall provide Additional Insured Endorsements for General Liability & Auto coverage's and endorsements or other proof of coverage for the following specific coverage's:

- Environmental hazards, collapse, and underground property coverage;
- Contractual liability; and
- Products and completed operations.

Combined single limit per occurrence shall include coverage for bodily injury, personal injury, and property damage for each accident.

If Commercial General Liability insurance or other form with a general aggregate limit is used, the policy shall be endorsed such that the general aggregate limit shall apply separately to this contract and a copy of the endorsement provided to the District.



Policies of subcontractor shall be subject to the same requirements and provisions outlined above applying to Contractor.

Contractor shall require his subcontractors to afford the same degree of indemnification to the Pleasant Valley Recreation and Park District that is required of Contractor, and shall incorporate identical indemnity provisions in all contracts between Contractor and his subcontractors.

Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty (30) days written notice by certified mail, return receipt requested, has been given to:

Pleasant Valley Recreation and Park District  
ATTN: PARK OFFICE  
1605 E Burnley Street  
Camarillo, CA 93010

Contractor shall furnish to the District certificates of Liability Insurance and endorsements duly authenticated, given evidence of insurance coverages required in the contract and other evidence of or copy of policy as may be reasonably required by the District from time to time. The insurance shall be placed with insurers with the current year Best's Key Rating Guide of not less than A:VII where A = Excellent and VII = \$50,000,000 thru \$100,000,000. The insurer must be a "California Admitted" carrier.

All subcontractors employed on the work referred to in these Terms and Conditions shall meet the insurance requirements set forth for contractor. Contractor shall furnish certificates of insurance and endorsements for each subcontractor at least five (5) days prior to the subcontractor entering the job site, or contractor shall furnish the District an endorsement including all subcontractors as insured under its policy. Self-insured contractor will provide equivalent documentation and proof of coverage naming the district, as outlined above.

**24. Insurance**

Contractor shall obtain and maintain during the performance of any services under this Contract the insurance coverage as specified in **Section 23, Indemnity and Insurance Requirements**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the District, unless the District waives, in writing, the requirement that Contractor obtain and maintain such insurance coverage. Maintenance of proper insurance coverage by Contractor is a material element of this Contract. Contractor's failure to maintain or renew insurance coverage or to provide evidence of renewal may be considered as a material breach of this Contract.

**25. Independent Contractor**

District and Contractor agree that in the performance of the services, Contractor shall be, and is; an independent contractor, and that Contractor and its employees are not employees of District. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor. Contractor shall be solely responsible for, and shall save District harmless from, all matters relating to the payment of Contractor's employees, agents, subcontractors and sub-Contractors, including compliance with social security requirements, Federal and State income tax withholding and all other regulations governing employer-employee relations. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from District any of the benefits or rights afforded employees of District, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, short term & long-term disability and workers' compensation insurance benefits.

**26. Contractor Not Agent**

Except as Park Service Manager may specify in writing, Contractor, and its agents, employees, subcontractors and sub-Contractors shall have no authority, expressed or implied, to act on behalf of District in any capacity, as agents or otherwise, or to bind District to any obligation.

**27. Conflict of Interest**

Contractor shall promptly inform Park Service Manager of any contract, arrangement, or interest that Contractor may enter into or have during the performance of this Contract that may conflict with District's interests. This requirement includes contracts and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Contract and Contractor's or Contractor's clients' interest in land that might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Contract to prevent actual or appearances of conflicts of interest.

**28. Assignability of Contract**

Contractor agrees that this Contract contemplates personal performance by Contractor and is based upon a determination of Contractor's personnel's unique competence, experience and specialized knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Contract will be permitted only with the express written consent of Park Supervisor Matthew Parker, which consent may be withheld for any reason.

**29. Successors and Assigns**

Contractor and District agree that this Contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Contractor and District.

**30. Fair Employment Practices**

Contractor agrees that, during the performance of this Contract, Contractor and any other parties with whom Contractor may subcontract shall adhere to equal opportunity employment practices

to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Contractor agrees that all persons employed by Contractor shall be treated equally by Contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, County of Ventura, and City of Camarillo.

Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Contractor shall provide Districts staff with access to and, upon request by Park Service Manager, provide copies to Park Service Manager of all of Contractor's records pertaining or relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or Federal law.

**31. Force Majeure**

Contractor and District agree that neither District nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Contract was executed, fire, communication line failures, earthquakes, or other disasters.

**32. Time of Essence**

Contractor and District agree that time is of the essence in regard to performance of any of the terms and conditions of this Contract.

**33. Covenants and Conditions**

District and Contractor agree that the construction and interpretation of this Contract and the rights and duties of District and Contractor hereunder shall be governed by the laws of the State of California.

**34. Compliance with Laws**

Contractor agrees to comply with all City, State, and Federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Contract.

**35. Severability**

District and Contractor agree that the invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

**36. Waiver**

District and Contractor agree that no waiver or a breach of any provision of this Contract by either Contractor or District shall constitute a waiver of any other breach of the same provision or any other provision of this Contract. Failure of either District or Contractor to enforce at any time, or from time to time, any provision of this Contract, shall not be construed as a waiver of such provision or breach.

**37. Counterparts**

District and Contractor agree that this Contract may be executed in two or more counterparts, each of which shall be deemed an original.

**38. Arbitration**

Contractor and District agree that in the event of any dispute with regard to the provisions of this Contract, the services rendered or the amount of Contractor's compensation, the dispute may be submitted to arbitration upon the mutual Contract of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

**39. Expenses of Enforcement**

Contractor and District agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the District's legal Counsel Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Contract.

**40. Authority to Execute**

District acknowledges that the person executing this Contract has been duly authorized by the District to do so; on behalf of District.

Contractor acknowledges that the person executing this Contract has been duly authorized by Contractor to do so; on behalf of Contractor.

**41. Notices**

Any notices to Contractor may be delivered personally or by mail addressed to:

**West Coast Arborists, Inc.  
Attention: Patrick Mahoney  
2200 E. Via Burton St.  
Anaheim, CA 92806  
T: (714) 991-1900  
F: (714) 956-3745**

Any notices to District may be delivered personally or by mail addressed to:

**Pleasant Valley Recreation and Park District  
Attention: Park Office, Matthew Parker  
480 Skyway Drive  
Camarillo, California 93010**

**42. Amendment**

District and Contractor agree that the terms and conditions of the Contract may be reviewed or modified at any time. Any modifications to this Contract, however, shall be effective only when agreed to; in writing by both Park Service Manager and Contractor.

**43. Entire Contract**

District and Contractor agree that this Contract and the accompanying attachments constitutes the entire Contract of the parties regarding the subject matter described herein and supersedes all prior communications, Contracts, and promises, either oral or written.

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

**West Coast Arborists, Inc.  
2719 Beene Road  
Ventura, CA 93003**

**Signed By: \_\_\_\_\_  
Mary Otten  
General Manager**

**Signed By: \_\_\_\_\_  
Patrick Mahoney  
Owner/Operator**

# Exhibit A

## PLEASANT VALLEY RECREATION AND PARK DISTRICT REQUEST FOR PROPOSALS

For:

**TREE TRIMMING AND TREE MAINTENANCE SERVICES**



**Proposal Release Date:**

Thursday, February 14, 2017

**Questions Due by:**

Thursday, March 2, 2017

5:00 PM

**Proposal Submittal Due**

**Date and Time:** Thursday,

March 9, 2017

2:00 PM

**COMPLETE THE FORMS WITHIN THIS RFP AND DELIVER OR MAIL THE ENTIRE RFP AND THREE COPIES IN A SEALED ENVELOPE CLEARLY MARKED "TREE TRIMMING AND TREE MAINTENANCE SERVICES BID PROPOSAL" TO THE ADDRESS BELOW.**

A pre-proposal meeting is not required for this project. Contractors are encouraged to get familiar with the District's trees within the parks and public right-of-way.

Prepared by  
Pleasant Valley Recreation and Park District  
1605 E. Burnley St.  
Camarillo, CA 93010  
(805) 482-1996

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# RFP INFORMATION

## INTRODUCTION

The Pleasant Valley Recreation and Park District (the "District") is soliciting proposals from qualified companies to perform tree trimming and tree maintenance services Districtwide. The selected firm will also be responsible for responding to the District's emergency tree issues. The terms Consultant/Contractor/Vendor will be referred to herein as "Contractor" in this Request for Proposals (RFP).

The District is seeking to award a tree trimming and tree maintenance contract for an initial term of five (5) years, with three (3) one-year (1-year) extension periods at the option of the District. The award will be made to the lowest responsive and responsible bidder.

## BID SUBMISSION INSTRUCTIONS

Include all costs associated with performing the Scope of Services described in this RFP. Complete all the required forms in this RFP and submit one (1) original and three (3) copies of this entire RFP to the Public Works Department by the date and time stated on the coversheet of this RFP. This time and date is fixed and extensions will not be granted. Bid proposals received after the deadline will not be considered. Late submittals will be destroyed thirty (30) days after bid opening. **Bid Proposals shall be submitted in sealed envelopes clearly marked on the outside "Tree Trimming and Tree Maintenance Services Bid Proposal"**. Mail or deliver sealed bid proposals to:

US Mail / FedEx / UPS / Hand Delivery: Pleasant Valley Recreation and Park District 1605 E. Burnley St. Camarillo, CA 93010
--

Bid proposals in the form of telephone calls, facsimiles or e-mails will not be accepted. The District does not recognize the U.S. Postal Service, UPS, FedEx, or other carriers in determining the date and time the bid was received.

It is the responsibility of the bidder to carefully examine this RFP and any addenda, which, if issued, will be posted on the District's website.

Bid results are available upon request 2-3 business days after the bid opening. Posted bid prices are preliminary in nature and may not reflect the final cost calculation. No notification will be sent to unsuccessful bidders.



## **INQUIRIES**

Only the following individuals may be contacted during the procurement process:

Questions Pertaining to Scope of Work	Name: Matthew Parker, Park Supervisor Email address: <a href="mailto:mparker@pvrpd.org">mparker@pvrpd.org</a>
Questions other than Scope of Work	Name: Bob Cerasuolo, Park Services Manager Email address: <a href="mailto:bob@pvrpd.org">bob@pvrpd.org</a>

To provide adequate response time prior to the bid opening, all questions regarding this RFP must be submitted in writing to the appropriate person shown above by the time stated on the cover sheet of this RFP. If the issue materially affects the RFP, the information will be incorporated into an addendum and posted on the District's website.

**No letters or correspondence will be sent notifying prospective bidders of any modifications or clarifications to this RFP.**

## **SCOPE OF WORK**

The Contractor will be required to perform and complete the tree trimming and tree maintenance work by providing all labor, tools, transportation, equipment, materials and supplies necessary to complete all work in a professional, thorough and timely manner, in accordance with standards and specifications as contained in this Section "Scope of Work."

### **A. ANNUAL MAINTENANCE PROGRAM**

- 1) The Contractor shall be required to submit a work schedule based on the District's annual tree pruning requirements, tree removal and replacement program, and planting projects, as detailed in paragraph "F" of this Scope of Work section.

The bid shall include a recommended annual work plan, daily work schedules, personnel and vehicles that would be required to complete the annual maintenance program as described in paragraph "E" of this Scope of Work section.

Depending on the District's current and future tree trimming and tree maintenance needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

- 2) The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and hold the necessary certifications or credentials as described herein for that position. All supervisors must possess adequate technical background to ensure that all work is accomplished in accordance with the special provisions of this RFP.

## **B. EMERGENCY RESPONSE PROTOCOL**

1) The Contractor is required to have a Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the District for emergency and after-hours tree service requests.

a. The Contractor shall acknowledge tree related emergency calls during normal business hours of operation and after-hours within fifteen (15) minutes of the initial call by the District.

b. The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation shall not exceed sixty (60) minutes.

c. The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation shall not exceed two (2) hours.

Failure to meet these requirements for timely response to emergencies shall result in a \$500 penalty for each occurrence, as the actual liquidated damages incurred by the District in such occurrence cannot readily be ascertained at this time.

## **C. CONTRACTOR EMPLOYEE PROTOCOL**

1) The Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the awarded contract.

2) All employees of the Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a shirt, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor's employees shall appear neat and well-groomed at all times. Contractor's employees shall wear brightly colored safety vests when operating machinery and/or while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws.

3) The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:

a. Have all proper licenses for operation of equipment utilized by such employee.

b. Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.

- c. Mechanical ability to make required operator adjustments to the equipment being used.
- d. Knowledge of safety regulations as they relate to tree care and traffic control.
- e. American Red Cross Standard First Aid Certification (minimum of one member of each crew).
- f. Ability to communicate orally in English. Supervisor shall have ability to communicate in written English.
- g. Demonstrated knowledge of tree care and related operations.

## **D. TREE INVENTORY**

No later than Four (4) months after full execution of the awarded contract for Tree Trimming and Tree Maintenance Services, the successful Bidder shall provide a complete District-wide update of the District's tree inventory. The tree inventory data shall conform to the existing tree inventory database and include, but not be limited to, the following data fields:

### **1) Tree Location**

A GPS tree inventory shall be created with a new database using the District's standardized addressing system for all parks and open space areas. The Contractor shall be required to create an ESRI ArcView/Arc GIS compatible "shape file" utilizing such data.

The inventory shall be capable of showing the location of every existing tree site and vacant tree site on the District's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.).

The tree inventory shall be conducted by visiting each tree site or vacant planting site and plotting the position. The data shall be compatible with the latest version of ArcView. The location shall be stated within one (1) foot accuracy.

The tree inventory shall also include the location and height of uplifted sidewalks. This information will be updated, at a minimum, on a weekly basis.

Contractor shall indicate whether such tree is a Specimen or Heritage Tree.

The Contractor shall update the tree inventory on a daily basis, as conditions require (e.g., tree removed, tree planted, etc.). The District shall have access to the updated data at all times per Paragraph "Q" of this Scope of Work section.

### **2) Measurement of Canopy Spread**

As a part of the data collection process, the successful Bidder shall measure the canopy spread of each tree using either a laser rangefinder or a Roll-a-Tape, to the nearest foot, using a pre-established uniform protocol. This data shall be included in the inventory database in a format suitable for use by the District.

### 3) Tree Condition

- a. General condition of individual trees
- b. Pruning requirements (i.e., recommended pruning cycle)
- c. Condition of surrounding hardscape (i.e. displacement, recent repairs)

## **E. FIVE YEAR TREE MAINTENANCE PLAN**

Within ten (10) months of contract award, Contractor will review Districtwide tree inventory and will provide the District with a Five Year Tree Maintenance Plan (TMP). This plan will include the proposed annual grid trimming schedule outlining the plan for trimming each of the District's trees over a five year cycle, with exception for trees designated for more frequent trimmings. The TMP will be a five-year prioritized plan that identifies trees that need to be removed and replaced, as well as filling of vacancies. The TMP will present three (3) tree species as options for each tree site recommended for replacement. The options will take into account any of the District's appropriate planning documents such as the District's General Plan and Street Tree Master Plan, as well as spacing concerns, area for planting, sidewalks, existing landscape, watering needs, etc. The TMP will include an estimated annual cost for each of the five years, for removal and replacement, assuming a 24" box replacement.

## **F. WORK QUALITY AND GENERAL STANDARDS**

All work performed by Contractor shall comply with good arboreal practice for the particular species of trees being trimmed, shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture, and/or "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288. The Contractor shall also meet the requirements of the most current American National Standards, Z133-1-1972, entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The District's designated representative shall determine if the Contractor has met all trimming requirements, and payment shall not be made by the District for trimming that is not in accordance with the above standards.

Prior to beginning the work, the Contractor shall review with the District's designated representative the various methods, tools and work scheduling to be used on the specific project to be undertaken.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the District's designated representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks.

Daily tree trimming operations shall commence no earlier than 7:00 AM and shall be completed each day no later than 4:30 PM.

The Contractor's quality of work for all trimming of trees shall be such that if a tree has been trimmed within the last twenty-four (24) months, and there is an issue such as a limb

drop, dead branches, etc., the Contractor will respond as directed by the District's designated representative (whether emergency or standard response) at Contractor's own expense.

A work zone shall be established and maintained for each tree trimming or other operations. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.

#### **G. PUBLIC NOTICING**

The Contractor shall supply and post standard signage, with professional quality graphics, approved by the District's designated representative, on the trunk of the tree at the work site at which work is to be performed, at least seventy-two (72) hours in advance of work with the signage clearly stating what type of work is to be done and what effect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree. In the event that a tree trunk is not available for posting, the Contractor shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

#### **H. TOOL SANITATION**

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten percent (10%) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain is strictly prohibited per the State Water Boards National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No.R4-2012-0175. It is unlawful for any person to discharge non-storm water discharges to the MS4 unless the discharger meets the requirements set forth in the NPDES MS4 Permit.

## **I. WILDLIFE PROTECTION**

Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the District's designated representative (C.M.C. Section 12.28.120). At no time shall any nest or wildlife be removed from its location. In the event that wildlife is accidentally displaced, the Contractor shall notify the Ventura County Animal Control Division and/or the nearest appropriate animal rescue facility for assistance.

## **J. PRE-INSPECTION**

Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to the District's designated representative prior to commencing work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the District's designated representative shall be considered the responsibility of the Contractor.

## **K. SETUP, OPERATIONS, EQUIPMENT STAGING**

The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, District facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

## **L. SETUP, OPERATIONS, EQUIPMENT STAGING**

The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, District facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

## **M. IDENTIFICATION AND REPORTING OF HAZARDS**

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments. All hazardous situations should be corrected or promptly reported to the District's designated representative. Any defective or weakened trees shall be reported to the District's designated representative. The Contractor will be responsible for providing the District with the location and height of the uplifted sidewalks as part of the GIS mapping inventory. This information will be updated, at a minimum, on a weekly basis.

## **N. RISK MANAGEMENT**

Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Failure to maintain control at all times shows a lack of planning and judgment, which is considered dangerous, and can result in serious injury or death. The Contractor will be held fully liable for any damages and/or injuries. In addition, the Contractor shall be responsible for the mitigation of any damages related to a loss of control incident, and indemnification and defense obligations of the District.

## **O. CLEANUP OF GREEN WASTE AND DEBRIS**

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain nor shall any member of the public be allowed into the work area. Under no circumstances shall any member of the public be allowed to collect, salvage, or remove any brush, limbs, logs or other debris from the work area.

## **P. DISPOSAL OF MATERIALS**

The Contractor shall provide to the District evidence of Recycling Credit under C.M.C. 8.08 for all green waste produced as a result of the Contractor's operations under the terms of an awarded contract. All green waste shall be reduced, reused, recycled, and/or transformed by the Contractor. Weight slips shall be required as proof of final disposal and must be submitted to the District with each demand for payment. All brush generated from tree trimming operations shall be recycled where practical.

### **1) Wood Chips**

Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at District Hall for use in the residential mulching program, or through use as mulch on District property at the direction of the District's designated representative.

The District shall have first right of refusal as to the use of all disease-free wood chips generated from chipping, grinding, and/or shredding operations. Chips generated from trimming operations within the Pleasant Valley Recreation and Park District may be dumped and spread at a District designated site with written permission from the District's designated representative.

Wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the District at the direction of the District's designated representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees.

## **Q. RECORD KEEPING**

The Contractor shall provide and operate a computerized tree inventory system that is compatible with the current District inventory system and shall upload all historic data. The system shall be password accessible twenty-four (24) hours each day of the year via the internet. Historic tree inventory and work history data, to be provided to the District, shall be uploaded and operational within the Contractor's tree inventory system prior to the commencement of all tree service work under the terms of an awarded contract. Thereafter, the Contractor shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, and diameter) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory. The system shall be capable of maintaining and displaying all past work histories for any and all tree sites in the inventory, both individually and collectively by query, as well as future scheduling to the extent known. All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the Contractor and shall be provided at no cost to the District. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. The records created for the District shall be the property of the District and shall be uploaded to the District's system no less than twice per week.



Tree site/task specific hardcopy backup data for any work that has occurred during a billing cycle shall accompany the invoicing for that period and shall be accessible for review on the internet based computerized tree inventory system prior to the submittal of invoicing for that work. Invoicing for work that does not meet the requirements defined herein will not be processed for payment until such time as the requirements have been satisfied.

Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the awarded contract.

## **R. ACCIDENT INVESTIGATION**

Any duty-related incident which results in any injury shall be reported to the District's designated representative within one (1) hour by the Contractor. The Contractor shall cooperate fully with the District in the investigation of any incident, injury or death occurring on District property including a complete written report submitted by the Contractor to the District's designated representative, or assignee, within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during a permitted or contracted tree operation, the persons conducting the work shall immediately notify the property owners and the District's designated representative within one (1) hour. The Contractor shall make all arrangements for repairs to damaged property within forty-eight (48) hours, except utility lines, which shall be repaired the same working day. The Contractor shall be solely responsible for contacting all utilities, neighboring property owners, and contractors required to complete such repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City of Camarillo as applicable. Any damage caused by the Contractor shall be repaired or restored by the Contractor at the Contractor's expense to a condition similar or equal to that existing before such damage or injury, or the Contractor shall repair such damage in a manner acceptable to the District.

Special attention shall be made to existing irrigation systems, plant material, landscape features, lights and utility boxes in District parkways, parks and public landscape areas and in order to avoid damage. Any damage that occurs must be repaired on the same day that the damage occurs. The Contractor may self-perform such work on irrigation systems upon approval and acceptance of such work by the District's designated representative.

The Contractor's responsibility shall be continuous and not be limited to working hours or days.

## **S. INSPECTIONS**

The District's designated representative shall be furnished with every reasonable means for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. Each day, the Contractor shall be required to provide the District's designated representative, with a written schedule of all daily tree maintenance operations including but not limited to trimming, planting, removals, stump grinding, root pruning, and watering.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this RFP. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment.

Any work found to be unacceptable by the District will be noted in writing to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the District shall have the right to deduct payment or have services performed by others at the Contractor's expense.

## **T. WITHHOLDING PAYMENT**

The District may withhold payment to such extent as may be necessary to protect the District from loss due to one or more of the following reasons:

- 1) Defective, unsatisfactory or inadequate work not corrected.
- 2) Claims filed or reasonable evidence indicating probable filing of claims.
- 3) Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
- 4) A reasonable doubt that the awarded contract can be completed for the balance unpaid.
- 5) Property damage that resulted from an incident.

## **U. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK**

The District may modify this scope of work with the joint approval of the Contractor and the District's designated representative or assignee. All modifications shall be in writing.

- 1) In the event that the District should require additional work beyond the requirements of this scope of work, the Contractor shall perform all work based on the unit prices provided in the bid price sheet in this RFP.
- 2) Additional work may be added to the scope of work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted in the bid price sheet in this RFP.
- 3) The Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

## V. GRID TREE PRUNING

Any tree work performed on a District tree must be done according to the District's specifications. The criterion for pruning depends on the type or purpose of pruning.

- 1) General Specifications for hardwood tree pruning
  - a. The Contractor shall consult with the District's designated representative before making any cuts that could result in permanent disfigurement of the structure of any tree.
  - b. The Contractor shall prune trees to prevent branch and foliage interference with safe public passage. The Contractor shall maintain street clearance to a safe distance above the public right-of-way at a minimum of eighty-four (84) inches above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time direction is obtained from the District's designated representative.
  - c. The Contractor shall use best practices when removing a live branch and shall include pruning cuts in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
  - d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
  - e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.
  - f. All final tree pruning cuts shall be made in such a manner to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, that produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
  - g. All dead and dying branches and branch stubs shall be removed.
  - h. All broken or loose branches shall be removed.
  - i. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.

- j. When encountering limbs that are weighted with more foliage than the limb is likely to support, branches shall be selectively pruned toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
- k. Branches that create sight line conflicts with traffic control signs and/or devices shall be selectively pruned.
- l. Branches that are within five (5) feet of a structure shall be selectively pruned.
- m. Trees of sprout or sucker growth shall be cleared to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- n. Trees shall be pruned to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the District's designated representative to do otherwise.
- o. All vines entwined in trees and on tree trunks shall be removed. Vine tendrils shall be removed without injury to trees. Vines include, but are not limited to, ivy and mistletoe.
- p. Tree limbs shall be removed and controlled in such a manner to cause no damage to other parts of the tree, or to other plants or property.
- q. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
- r. All pest infestations relating to termites, bees, hornets, or wasps shall be promptly reported to the District's designated representative.
- s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
- t. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
- u. Chain saws shall not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.

- v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.

The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the District, to aid in the safety of climbers performing the removal of a tree.

## 2) Crown Raising/Clearance Prune:

A Crown Raising or Clearance Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:

- a. Crown Raising: Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.
- b. Clearance Prune: Clearance Prune is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as "full prune."

## 3) Pruning Specifications for individual Hardwood Species

### a. General Trimming and Shaping of Conifers

Two basic classes of conifers can be found in the District, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, up to thirty percent (30%) of the live foliage may be removed unless directed otherwise by the District's designated representative.

1. The Contractor shall avoid damaging the central leader on all conifers. In specific cases the District's designated representative may direct the Contractor to remove the central leader in an effort to limit the height of specific trees.
2. At the time of pruning, the District's designated representative shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
3. To control the growth of large mature conifers the Contractor shall be required to prune the new growth of lateral limbs.

Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

### b. General Trimming and Shaping of Broadleaf Trees

Follows the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the District's designated representative and in accordance with the following:

1. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) and up to thirty percent (30%).
2. In specific cases the District's designated representative may direct the Contractor to reduce the size of the tree crown in an effort to limit the height of specific trees.
3. Dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs shall be trimmed and removed. Branches with an extremely narrow angle of attachment should normally be removed.
4. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

Heading cuts and/or topping shall not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

#### **W. SPECIALTY PRUNE CLASSIFICATIONS FOR HARDWOOD TREES**

A Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Full Prune shall have no more than thirty percent (30%) of the live foliage removed. A Full Prune typically consists of one or more of the following pruning treatments:

1. Crown Cleaning: Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.
2. Crown Thinning: Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of the trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to thirty percent (30%) of the live foliage may be removed unless directed otherwise by the District's designated representative.

3. Crown Reduction: Crown Reduction is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites.
4. Crown Restoration: Crown Restoration is a corrective pruning used to restore the form of crowns that have been previously damaged. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.

## **X. PALM TREE PRUNING**

Any tree work performed on a District tree must be done according to the District's specification. The criterion for pruning depends on the type or purpose of pruning. Palm Pruning consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

- 1) The specifications for the pruning of palm trees are as follows:
  - a. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay, insect frass, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the District's designated representative immediately.
  - b. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree.

At no time shall a chainsaw be used to prune any frond from any Canary Island Date Palm (*Phoenix canariensis*) in the District. The use of chainsaws to prune any frond from any Canary Island Date Palm will result in monetary penalties up to the cost of replacement of the palm.

Live, healthy fronds, initiating at an angle of ninety degrees (90°) or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.

- c. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit



or flower from any Canary Island Date Palm (*Phoenix canariensis*) in the District. The use of chainsaws to prune any fruit or flower structures from any Canary Island Date Palm shall result in severe penalties up to the replacement cost.

Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.

d. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:

1. Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) feet and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the District, the Contractor may use a clean chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovel in shaping and maintaining ornamental balls often results in ornamental balls which have flat, un-tampered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences.

The Contractor shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Contractor shall remove any foreign plant material that has sprouted in an ornamental ball. The Contractor shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

2. Date Palm (*Phoenix dactylifera*): spent petiole bases are left to form a supportive "base" below the lowest green fronds of the crown. Unlike the ornamental ball of a Canary Island Date Palm (*Phoenix canariensis*), the base does not require ornate shaping.

Instead, spent petiole bases are left uniformly long to form the base of the canopy, which shall extend no less than four (4) feet and no more than six (6) feet below the lowest live frond in the crown. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the District, the Contractor may

use a chainsaw in forming and/or shaping the base of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. The Contractor shall use care not to cut into live trunk tissue while maintaining the nut. The Contractor shall verify that the base meets the standard described herein each time a Date Palm is pruned.

3. Queen Palm (*Syagrus romanzoffianum*): loose petiole bases are to be removed each time the crown of a Queen Palm is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.
4. King Palm (*Archontophoenix cunninghamiana*): loose petiole bases are to be removed each time the crown of a King Palm is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.
5. Mexican Fan Palm (*Washingtonia robusta*): spent petiole bases are left uniformly long to form a base which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a Mexican Fan Palm is pruned.
6. California Fan Palm (*Washingtonia filifera*): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.

## Y. TREE REMOVAL

Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system.

1. The Contractor shall comply with all general specifications standards described herein.
2. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
3. Landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the District's designated representative in writing of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
4. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.
5. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the District's designated representative for assistance. The errant removal of trees shall be penalized up to the cost of the replacement.
6. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.
7. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the District. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the District. The use of cranes and certified operators shall not result in additional charges to the District beyond the unit price for the work being performed (e.g., the price for tree removal).
8. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.

9. Except in hillside areas where the stump needs to remain for soil stability, in the event that the stump is not removed the same day as tree removal, the stump shall be removed as described herein, no more than thirty (30) days from the initial tree removal. The Contractor shall be responsible for maintaining a Tree Stump Removal List on a daily basis with such list provided to the District weekly. Should the removal of any stump not occur within the thirty (30) day period, the Contractor will remove the stump, within forty-eight (48) hours of notification by the District, at the Contractor's expense. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.
10. As directed by the District's designated representative, trees on hillsides should be removed to a depth of one inch below grade, cut at the angle of the grade. The indentation shall be filled by the Contractor with wood chips.
11. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

## **Z. TREE PLANTING AND YOUNG TREE CARE**

### **1. Tree Planting**

Tree planting consists of the installation of a nursery stock container or palm trees supplied by the Contractor.

- a. The Contractor shall comply with all general specifications standards described herein.
- b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
- c. The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the tree being planted. The Contractor will provide the District with a copy of the bill of lading (or other such documentation) indicating the nursery from which the tree is purchased.
- d. Brown trunk height (BTH) for palm trees shall be measured from the top of the root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
- e. Planting stock shall be well watered prior to shipping and covered during transport. Trees that are delivered uncovered, with a dry or fractured root

ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.

- f. The Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the District's designated representative for assistance. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.
- g. All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.
- h. The Contractor shall install the tree or palm so that the top of the root ball is two (2) inches above the top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree or palm so that the top of the root ball is two (2) inches above the surrounding finished grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
- i. The Contractor shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten percent (10%) well decomposed organic fines.
- j. The Contractor shall backfill palm plantings with one hundred percent (100%) washed mortar (plaster) sand.
- k. While backfilling, the Contractor shall cease backfilling when the planting pit is one-half (1/2) full, and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
- l. The Contractor shall be responsible for the stability of all planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of

the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated one hundred eighty degrees (180°) opposite the other stake. The root ball shall not be damaged by the installation of stakes. The stakes shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using District approved tree ties installed as per the manufacturer's specifications.

- m. The Contractor shall not use hoses, equipment or water from private properties while installing or watering parkway trees.
- n. If a new tree dies within a one (1) year period from planting, the Contractor shall replace it with a like specimen within seven (7) days of discovery, at the Contractor's expense.
- o. If a new tree is determined to be diseased within two (2) years of planting, the Contractor shall replace it with a like specimen, within seven (7) days of discovery, at the Contractor's expense.

## 2. New Tree Care

New Tree Care consists of the irrigation of young trees which have been installed by the Contractor and the cultivation of new canopy coverage. This irrigation will continue as directed by the District's designated representative.

- a. The Contractor shall comply with all general specifications standards described herein.
- b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall take all responsibility for any damage that occurs during the planting of any tree.
- c. The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees.
- d. While performing tree watering, the Contractor shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.
- e. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.

- f. The Contractor shall maintain a daily log of trees watered. The log shall list the trees watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

## **CONTRACT TERM**

The awarded contract term is five (5) years, effective from the date of execution of the contract, with the District's option to extend the contract on the same terms for three (3) additional one (1) year periods. The District shall not be required to provide "cause" or any reason whatsoever should it elect not to renew. The contract term and all extensions thereto shall not exceed a total of eight (8) years.

## **AWARD CRITERIA**

**General Provision** – The award of any contract shall be at the sole discretion of the District. It is the intent to make an award to one Bidder for all requirements although the District reserves the right to make multiple awards depending on the District's needs and what is in the best interest of the District. The District may accept or reject any or all bid proposals in whole or in part and may waive informalities in the process. The contents of the proposal of the selected Bidder will become the basis for a contractual obligation when the award of bid is made.

**Tree Maintenance Services Bid Award** – The District will award a contract to the lowest responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. To determine the lowest bid, the District will review the Grand Total for each Bidder as indicated on the Bidder's Bid Price Sheet.

In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of a contract.

**Grand Total Bid** - The grand total bid shall be calculated by adding the extended prices for all services as listed under General Services, Emergency Services, and Other Costs.

The extended prices shall be calculated by each Bidder and tallied for each service as well as each sub-total and the grand total. The extended prices are intended to show a potential amount of monthly service and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. Nothing in this RFP or in the estimated amount of units shown in the extended prices is intended to be nor shall be taken to be a guarantee of such amount of any work, or amount of compensation under any future contract. The successful Bidder shall be paid on the unit price only for work performed under the awarded contract executed by the successful Bidder and the District. The Contractor shall pay California Prevailing Wage Rates to all its employees.

The District will review only the grand totals for determination of the lowest Bidder, and will confirm the unit prices of the lowest Bidder for accuracy. If the apparent lowest Bidder



is determined to have a mathematical error in the tabulation of the grand total, a subtotal, or an extended price, the District shall notify all bidders of such error and shall revise such Bidder's grand total to reflect the corrected sum.

## **REQUIRED QUALIFICATIONS**

Contractors submitting bids must hold both a valid State California C-27 (Landscaping) and a C-61/D49 (Limited Specialty/Tree Service) Contractor's License. Both licenses must be in good standing for the previous three (3) consecutive years without any official unresolved record of complaints registered or filed with the California Department of Consumer Affairs.

The Contractor shall have OSHA certification for aerial equipment to be used throughout the term of the awarded contract.

The Contractor's personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of a project manager who shall be an ISA Certified Arborist, and fluent in the English language. At all times during contracted tree maintenance activities the firm shall have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by designated District representatives.

The Contractor shall be held liable for the faithful observance of any lawful instructions of the District, not in conflict with the awarded contract, which may be delivered to said party or representative at the work site.

The Contractor must keep all equipment in good working order and shall maintain and operate such equipment in full compliance with OSHA regulations and State of California Department of Transportation (DOT) requirements.

The Contractor should have at least three (3) similar and separate California governments or municipal multi-year tree maintenance contracts which have been successfully completed within the last ten (10) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with bid submission). These projects must also include work in tree inventories. The bid shall include a detailed description of their proposed inventory program along with sample reports.

At the time of award, the successful bidder must have staff that includes Certified Crane Operator(s) as recognized by the National Commission for the Certification of Crane Operators (NCCCO).

A submitted bid must include the required Contractor's Organization Statement and Performance History form found in the "Required Forms for Submittal" section of this RFP.

## **TERMS AND CONDITIONS**

**Applicable Laws** – The laws of the State of California will govern the awarded contract. The applicable law for any legal dispute arising out of the awarded contract shall be the law of the State of California. The Bidder shall comply with all federal, state, county and local laws concerning the type of services provided. All systems provided by the Bidder

shall comply with all applicable federal, state, and local building, fire, safety, and electrical codes and all relevant industry standards.

**Equal Employment Opportunity** – The Bidder shall comply with all applicable state and federal laws addressing Equal Employment Opportunity.

**Conflict of Interest** – Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the District may not accept gratuities, entertainment, meals or anything of value whatsoever from current or potential service providers or suppliers. The offer of such gratuity to an employee of the District shall be cause for such service provider or supplier to be declared a non-responsible Bidder and prohibited from bidding, as provided in California Public Contract Code.

**Independent Contractor Status** – It is expressly understood that the Bidder named in any contract entered into by the District is acting as an “independent contractor” and not as an agent or employee of the District.

**Default of Contractor/Consultant** – The District shall hold the Bidder responsible for any damage that may be sustained by the District or third party because of the failure or neglect of the Bidder to comply with any term or condition listed herein.

**Permits and Licenses** – The Bidder shall secure and maintain in force during the term of any contract resulting from this RFP all licenses and permits required by law for the operation of its business, including a District business license.

**Appropriation of Funds** – If the term of the awarded contract extends into fiscal years subsequent to that in which it was approved, continuation of the contract is subject to the appropriation of funds for such purpose by the District Board. If funds to effect such continued payment are not appropriated, the Bidder agrees to discontinue providing any goods or service supplied to the District under the awarded contract.

**Assignment** – The Bidder shall, under no circumstances, assign any contract awarded as a result of this RFP by any means whatsoever, or any part thereof to another party without express written permission of the District.

**Award of Contract** – Award of any contract arising from any proposal submitted as a result of this RFP requires approval by the District Board as prescribed by District Ordinance. If the Contractor presents additional terms or conditions after a bid award has been made, such award shall be considered VOID.

**Submission of Signed Proposals** – Any bid proposal for which this RFP does not require submittal of a signed Bid Price Sheet, must include a signed proposal letter. The submission of proposals must be signed in longhand by the Bidder’s authorized representative. Submission of proposals by partnerships must be signed with the partnership name by the principal partner, followed by the signature and designation of the person signing. Submission of proposals by corporations must be signed under the legal name of the corporation by its president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.

**Addendum to the RFP** – If it becomes necessary to revise any part of this RFP, an addendum to this RFP will be posted on the District’s website. All addenda issued during the time of bidding will be incorporated into any resulting contract.

**Withdrawal of Proposal** – Any Bidder may withdraw its proposal, either personally or

by written or facsimile request at any time prior to the time set for the Bid opening, provided that written confirmation of any facsimile with the signature of the Bidder is placed in the mail and postmarked prior to the time set for the opening thereof. Negligence on the part of the Bidder in preparing its proposal confers no right of withdrawal or modification of its proposal; after such proposal has been opened.

**Rejection of Proposals** – This RFP does not commit the District to award any contract. The District reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposals or in the RFP procedures, and to be the final judge as to which bids are responsive, responsible and most qualified. Any proposal that contains items not specified, items that are incorrect, has incomplete portions of items scheduled, or does not respond to items in the manner specified in this RFP may be considered non-responsive and may be rejected on these bases at the sole discretion of the District. Proposals offering less than 90 days for acceptance from the proposed Bid Due Date may be considered non-responsive and may be rejected. Non-award of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-award of any proposal will mean that either another proposal was deemed to be a lower cost or terms more advantageous to the District, or that no proposal was deemed acceptable.

**Public Information** – After the date specified for the opening of this RFP, all materials received relative to general service proposals become public information and are available for inspection. Professional service proposals become available to the public upon the award of contract. The District reserves the right to retain all proposals submitted.

**Bidder's Cost to Develop Proposal** – Costs for developing a proposal in response to this RFP are entirely the obligation of the Bidder and shall not be chargeable in any manner to the District.

**News Releases** – The Bidder shall not make news releases pertaining to an award resulting from proposals made in response to the RFP without the prior written approval of the District. In addition, the successful Bidder must agree not to release any advertising mentioning the District or quoting the opinion of any District employee without written approval by the District.

**Right to Negotiate Proposals** – The District reserves the right to negotiate any price or any provision, accept any part, or all parts of any and all proposals as determined to be in the best interest of the District and the taxpaying public. Bidders are encouraged to submit their best prices in the proposal as negotiations, if applicable, may only occur with the lowest responsible bidder for general services. For professional services, fees may be negotiated with the most qualified proposer.

## **INSURANCE REQUIREMENTS**

**Indemnity** – The Contractor hereby agrees to indemnify and hold harmless, including the cost to defend the District, and its officers, officials, agents, employees, and volunteers, from any and all losses, claims, liens, demands, liability, and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all expenses incurred by the District to the maximum extent allowed by law arising in favor of any party, that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant/Contractor/Vendor and its agents in the performance of services under the awarded contract, but this indemnity does not apply to liability for damages for death or

bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the District or the agents, servants, or independent contractors who are directly responsible to District, or arising from the active negligence of District.

**Insurance** – The Contractor shall maintain throughout the duration of the term of the awarded contract, liability insurance covering the Contractor and designating the District including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that Contractor's insurance policies shall be primary as respects any claims related to or as the result of Contractor's work. Any insurance, pooled coverage, or self-insurance maintained by the District, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. The Additional Insured Endorsement shall not apply to the Professional Liability Insurance.

Professional Liability Insurance (applies only to professional service contract):

a. General Aggregate \$3,000,000

General Liability:

a. General Aggregate \$3,000,000  
b. Products Comp/Op Aggregate \$2,000,000  
c. Personal & Advertising Injury \$1,000,000  
d. Each Occurrence \$1,000,000  
e. Fire Damage (any one fire) \$ 50,000  
f. Medical Expense (any one person) \$5,000

Workers' Compensation:

a. Workers' Compensation Statutory Limits  
b. EL Each Accident \$1,000,000  
c. EL Disease - Policy Limit \$1,000,000  
d. EL Disease - Each Employee \$1,000,000

Automobile Liability

a. Any vehicle, combined single limit \$1,000,000

The Contractor shall provide thirty (30) days advance notice to the District in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to the District thirty (30) days prior to the effective date of the awarded contract. Refusal to submit such certificates shall constitute a material breach of the awarded contract entitling the District to any and all remedies at law or in equity, including termination of the awarded contract. If proof of insurance required under the awarded contract is not delivered as required or if such insurance is canceled and not adequately replaced, the District shall have the right but not the duty to obtain replacement insurance and to charge the Contractor for any premium due for such coverage. The District has the option to deduct any such premium from the sums due to the Contractor. Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-: VII or better. Acceptance of insurance from a carrier with a rating lower than A-: VII is subject to approval by the District. The Contractor shall immediately advise the District of any litigation and/or open claims that may affect these insurance policies.

## **DEFINITIONS**

The following words, terms and phrases have the meanings ascribed to as follows:

Lowest responsible bidder. In addition to price, the "lowest responsible bidder" will be determined by consideration of the following factors:

- (1) The quality, availability and suitability of the supplies, equipment or services to the particular use required.
- (2) The ability, capacity and skill of the bidder to perform the service required.
- (3) Whether the bidder has the financial resources and facilities to perform or provide the service promptly, or within the time specified, without delay or interference.
- (4) Performance and efficiency of the bidder. The bidder's record of performance or previous contracts or services, including compliance by the bidder with laws and ordinances relating to such contracts or services.
- (5) The ability of the bidder to provide future maintenance and service for the use of the equipment or materials to be purchased.
- (6) The scope of conditions attached to the bid by the bidder.

Most qualified bidder. The "most qualified bidder" will be determined by consideration of the following factors:

- (1) Qualifications, background, and prior experience of the firm in performing services for similar projects.
- (2) Experience, organization, and technical skills to successfully accomplish the project's scope of services and objectives.
- (3) Overall project design and methodology.
- (4) The responsiveness of this RFP to the tasks to be performed as identified in the Scope of Services section.
- (5) The timeliness and speed with which the Bidder can complete the scope of work.
- (6) The comprehensiveness and rationale of the project work plan.
- (7) Past performance on contracts with business or government agencies in terms of quality of work and compliance with schedules. This will be evaluated based on a check of references.
- (8) An evaluation of the approach and related costs.

Non-responsive bidder means an offer, submitted by a bidder, to furnish supplies, equipment or services that are not in conformity with the specifications, delivery terms or conditions or other requirements specified in this RFP.

Non-responsible bidder is a bidder that provides a bid but fails to demonstrate their capacity (financial or otherwise) to provide the supplies, equipment or service as specified in this RFP.

Professional services means those services provided by an individual, firm, partnership, or corporation as an independent contractor and which are of a technical and/or unique nature which require persons who are exceptionally qualified by education or experience to perform administrative, technical or advisory services which do not involve the delivery of a specific end product other than reports, plans, documents or specifications. By way of illustration but not limitation, the following services are considered as professional: general management consulting, personnel consulting, architecture, accounting, land surveying, landscape architecture, law, medicine, engineering, and research, studies of government operations and procedures and training. Services exempt from this definition include various types of testing services, real estate appraisers, equipment repair specialists, janitorial services and security service.

Responsible bidder: means a bidder who submits a responsive bid and who is not only Capacity and integrity requisite and necessary to perform the awarded contract according to its terms.

Responsive bid means a proposal, submitted by a responsible bidder, to furnish supplies, equipment or services in conformity with the specifications, delivery terms and conditions and other requirements specified in this RFP.

Services means any and all services, including but not limited to the repair or maintenance of equipment, machinery and other property. This term does not include services rendered by District officers or employees or architectural or other professional services which by their nature do not lend themselves to normal competitive procedures.

# REQUIRED FORMS FOR SUBMITTAL

## BID PRICE SHEET

The Contractor understands the tree population of the Pleasant Valley Recreation District and agrees to provide the specific services to the District as listed in the Bid Proposal.

### 1. GRID OR ANNUAL TREE TRIMMING

A systematic tree trimming program composed of existing grid or pre-designed districts that are trimmed in their entirety on a set schedule. Trees in a grid will include all large, medium and small trees. All trimming is performed in accordance with the standards established by the international Society of Arboriculture, American National Standards Institute and the City.

<b>UNIT</b>	<b>UNIT PRICE</b>
Per tree	\$

### 2. FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS

Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocking street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

Size	Unit	Unit price
0-6" dbh	per tree	\$ _____
7-16" dbh	per tree	\$ _____
17-24 dbh	per tree	\$ _____
25-36 dbh	per tree	\$ _____
37 dbh & over	per tree	\$ _____

### 3. PALM TREE TRIMMING

Unit	Unit price
Coco Palm, any size	per tree \$ _____
Washingtonia Palm, any size	per tree \$ _____
Canary island Date Palm, any size	per tree \$ _____

### 4. TREE REMOVAL

Unit	Unit price
Complete tree and stump removal	per dbh \$ _____
Tree removal only	per dbh \$ _____
Stump only removal	per dbh \$ _____

### 5. TREE PLANTING

Unit	Unit price
15 gallon tree with root barrier	per tree \$ _____
15 gallon tree without root barrier	per tree \$ _____
24 inch box tree	per tree \$ _____
24 inch box tree without root barrier	per tree \$ _____



**6. TREE WATERING**

<u>Unit</u>	<u>Per day</u>	<u>Unit price</u>
per tree	\$	\$

**7. CREW RENTAL**

Per man hour  
\$

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools

**8. CREW RENTAL (overtime)**

Per man hour  
\$

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools.

**9. EQUIPMENT RATES**

List additional equipment you have available and the rates for each.

**10. MATERIAL AT COST PLUS \_\_\_\_\_ 15%**

**11. ARBORIST SERVICES**

Per hour \$

Arborist services provided by the hour as prescribed per the Special Provisions of these Specifications.

**12. EMERGENCY CREW RENTAL**

Per hour \$

**13. TREE MASTER PLAN**

Lump Sum \$

TOTAL ANNUAL AMOUNT OF BID (IN WORDS):

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Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the Unit Prices specified for duration of the term of the awarded contract.

**CONTRACTOR**

\_\_\_\_\_  
Company Name of Bidder

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

## DESIGNATION OF SUBCONTRACTORS

A bidder proposing to subcontract any portion of the work and to procure materials and equipment from suppliers and vendors shall identify all proposed subcontractors, suppliers and vendors below.

NAME, ADDRESS, AND PHONE  
NUMBER OF SUBCONTRACTORS,  
SUPPLIERS, AND VENDORS

TYPE OF WORK  
MATERIALS, OR EQUIPMENT  
(BE SPECIFIC)


Note: Additional sheets may be attached.

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# STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the Pleasant Valley Recreation and Park District a Bid or proposal does hereby certify that:

- a. All statements of fact in such bid or proposal are true;
- b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. Such bid or proposal is genuine and not collusive or sham;
- d. Bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the Pleasant Valley Recreation and Park District or of any other bidder or anyone else interested in the proposed procurement;
- e. Bidder did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Bidder did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the Pleasant Valley Recreation and Park District, or to any person or persons who have a partnership or other financial interest with said bidder in his business.
- h. Bidder did not provide, directly or indirectly to any officer or employee of the Pleasant Valley Recreation and Park District any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the Pleasant Valley Recreation and Park District, either currently or within the last two (2) years, or is related to any officer or employee of the District by blood or marriage within the third degree. An exception to this section may be granted by approval of the District Board prior to contract award.
- j. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of any contract with any public entity.

I certify, under penalty of perjury, that the foregoing is true and correct.

(Location) \_\_\_\_\_  
Business Name: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

# CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

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The term "Owner" herein shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any tree trimming and maintenance contract.

Submitted By: \_\_\_\_\_  
Name must correspond with the Contractor's License

\_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_ Joint Venture

If a corporation, under the laws of what State is it organized? \_\_\_\_\_

California Regional Office (s): \_\_\_\_\_

Officers, Responsible Managing Officers, Responsible Managing Employees: \_\_\_\_\_  
\_\_\_\_\_

Use a page titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. Provide the following license numbers and expiration dates:

CA Contractor's License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

CA C-27 (Landscaping) Contractor's License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

CA C-61/D49 (Limited Specialty/Tree Service) Contractor's License No. \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

Will you be able to provide OSHA Certification for aerial equipment when used throughout the term of the awarded contract? Yes \_\_\_\_\_ No \_\_\_\_\_

B. How many years' experience in construction work as a current organization?

(1) As a General Contractor? \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_

(2) As a Subcontractor? \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_

C. Provide the following names, addresses, and phone numbers for three public agencies for which Bidder has performed similar work within the past ten (10) years, including the Geographical Information System (GIS) tree inventory services:

1. \_\_\_\_\_  
Agency Name

\_\_\_\_\_ Name and telephone number of person familiar with project

\_\_\_\_\_ Contract amount                      Type of work                      Date Completed

2  
Agency Name

---

Name and telephone number of person familiar with project

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Contract amount	Type of work	Date Completed
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3.  
Agency Name

---

Name and telephone number of person familiar with project

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Contract amount	Type of work	Date Completed
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D. Have you, your company, or any officer, manager or partner thereof, failed to complete a contract for an Owner? YES \_\_\_\_ NO \_\_\_\_ . If so indicate the name of each Owner, dates, and the circumstances.

E. Have you, your company, or any officer, manager or partner thereof, previously had a contractor's license suspended or revoked? YES \_\_\_\_ NO \_\_\_\_ . If so indicate the name of **each person** whose license was suspended or revoked, dates of occurrence, and the circumstances for each.

F. Have you, your company, or any officer, manager or partner thereof, been debarred by any public agency? YES \_\_\_\_ NO \_\_\_\_ . If so, for each incident, indicate the name of each person, the agency involved, dates, and the circumstances for each.

G. In an award based on low-bid criteria where your firm appeared to have the low bid, have you or your company been denied an award of an Owner contract? YES \_\_\_\_ NO \_\_\_\_ . If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.

H. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible Bidder? YES \_\_\_\_ NO \_\_\_\_ . If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

I. Has your company been given a notice of deficiency during the performance of a contract for these types of services? YES \_\_\_\_ NO \_\_\_\_ . If so, as to each notice of deficiency, state the name of the Owner, the date of the notice, the grounds on which the Owner based the notice of the deficiency, and the result of the notice.

J. Has your company been assessed liquidated damages or had payment withheld by any Owner during the term of a contract for similar services? YES \_\_\_\_ NO \_\_\_\_ . If so, as to each assessment of liquidated damages or payment withheld, state the name of the Owner, the date of the assessment/withheld payment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages/payment withheld.

K. Is your company currently a party in any litigation against any Owner pertaining to any contract for services project, or has your company been a party to such litigation? YES \_\_\_\_ NO \_\_\_\_ . If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.

L. In the last five (5) years, has your company, in the performance of similar services, received any notices of violation from OSHA resulting in any fine? YES \_\_\_\_ NO \_\_\_\_\_. If so, as to each notice, state the name of the Owner, the date of the notice, the grounds on which OSHA based the notice, and the result of the notice. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

M. List Key Staff who will work on the District's tree maintenance services, their qualifications and proposed duties. Staff shall include, but not be limited to, certified arborists, certified utility arborists, certified tree workers, certified urban foresters and/or municipal arborists, utility line clearance tree workers, CA licensed pest control advisors and applicators, American Society of Consulting Arborists (ASCA) registered consulting arborist, and technicians providing technical support for inventory software. The firm shall identify at least one (1) ISA Certified Arborist who will be responsible for project management, one (1) Certified Utility Arborist, and full-time English speaking site supervisors capable of communicating with any District representative, and who are authorized to act on behalf of the firm.

Staff Member	Qualifications	Proposed Duties
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Intentionally**

# EXHIBIT B

C O P Y



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

March 8, 2017

Pleasant Valley Recreation and Park District  
Attn: **Matthew Parker, Park Supervisor**  
1605 E. Burnley St.  
Camarillo, CA 93010

RE: **RFP for Tree Trimming and Tree Maintenance Services**  
Due: **Thursday, March 9, 2017 at 2:00PM**

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) with the opportunity to submit a proposal to provide tree maintenance services for the Pleasant Valley Recreation & Park District. WCA is a family-owned and operated company employing over 750 full-time employees providing various tasks to achieve one goal: serving communities who care about trees and landscape. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability.

WCA's corporate values include listening to customers and employees that will help to improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees. WCA's top management team has created a culture where employees become accountable for actions and results.

WCA has a 44-year track record of working for more than 220 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Boards under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service) as well as Class C27 (Landscaping). We currently employ over 75 Certified Arborists and over 100 Certified Tree workers, as recognized by the Western Chapter of the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. Should we be awarded this project, we shall use full-time, in-house employees; no subcontractors will be used.

Our employees will operate from one of our 7 California offices located in: Anaheim, Ventura, San Diego, Riverside, Fresno, San Jose and Stockton. For questions related to this proposal and who has the authority to negotiate/present, please contact Victor Gonzalez, V.P. Marketing, at (714) 991-1900 or at [vgonzalez@wcainc.com](mailto:vgonzalez@wcainc.com). Lorenzo Perez, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 681-3428 or [lperez@wcainc.com](mailto:lperez@wcainc.com).

Sincerely,

Patrick Mahoney  
President

West Coast Arborists, Inc.

# REQUIRED FORMS FOR SUBMITTAL

## BID PRICE SHEET

The Contractor understands the tree population of the Pleasant Valley Recreation District and agrees to provide the specific services to the District as listed in the Bid Proposal.

**1. GRID OR ANNUAL TREE TRIMMING**

A systematic tree trimming program composed of existing grid or pre-designed districts that are trimmed in their entirety on a set schedule. Trees in a grid will include all large, medium and small trees. All trimming is performed in accordance with the standards established by the international Society of Arboriculture, American National Standards Institute and the City.

<b>UNIT</b>	<b>UNIT PRICE</b>
Per tree	\$ 75.00

**2. FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS**

Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocking street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

<u>Size</u>	<u>Unit</u>	<u>Unit price</u>
0-6" dbh	per tree	\$ 75.00
7-16" dbh	per tree	\$ 145.00
17-24 dbh	per tree	\$ 275.00
25-36 dbh	per tree	\$ 425.00
37 dbh & over	per tree	\$ 650.00

**3. PALM TREE TRIMMING**

	<u>Unit</u>	<u>Unit price</u>
Coco Palm, any size	per tree	\$ 60.00
Washingtonia Palm, any size	per tree	\$ 85.00
Canary Island Date Palm, any size	per tree	\$ 295.00

**4. TREE REMOVAL**

	<u>Unit</u>	<u>Unit price</u>
Complete tree and stump removal	per dbh	\$ 37.00
Tree removal only	per dbh	\$ 24.00
Stump only removal	per dbh	\$ 13.00

**5. TREE PLANTING**

	<u>Unit</u>	<u>Unit price</u>
15 gallon tree with root barrier	per tree	\$ 225.00
15 gallon tree without root barrier	per tree	\$ 175.00
24 inch box tree	per tree	\$ 375.00
24 inch box tree without root barrier	per tree	\$ 315.00

**6. TREE WATERING**

<u>Unit</u>	<u>Per day</u>	<u>Unit price</u>
per tree	\$ 600.00	\$ 7.00

**7. CREW RENTAL**

Per man hour  
\$ 75.00

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools

**8. CREW RENTAL (overtime)**

Per man hour  
\$ 112.00

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools.

**9. EQUIPMENT RATES**

List additional equipment you have available and the rates for each.

**10. MATERIAL AT COST PLUS \_\_\_\_\_ 15%**

**11. ARBORIST SERVICES**

Per hour \$ 125.00

Arborist services provided by the hour as prescribed per the Special Provisions of these Specifications.

**12. EMERGENCY CREW RENTAL**

Per hour/man \$ 112.00

**13. TREE MASTER PLAN**

Lump Sum \$ 15,000.00

**Equipment Rates:**

Loader	\$125.00/hour
Crane	\$125.00/hour
95-ft. Aerial Tower	\$125.00/hour

**TOTAL ANNUAL AMOUNT OF BID (IN WORDS):**

Nineteen thousand, fifty-five dollars and zero cents (19,055.00 - Sum of all line items)

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the Unit Prices specified for duration of the term of the awarded contract.

**CONTRACTOR**

West Coast Arborists, Inc.

Company Name of Bidder

Authorized Signature

Patrick Mahoney

Print Name

95-3250682

Social Security or Taxpayer ID Number

3/8/17

Date

President

Title

**DESIGNATION OF SUBCONTRACTORS**

A bidder proposing to subcontract any portion of the work and to procure materials and equipment from suppliers and vendors shall identify all proposed subcontractors, suppliers and vendors below.

NAME, ADDRESS, AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	TYPE OF WORK MATERIALS, OR EQUIPMENT (BE SPECIFIC)
---	--

NONE TO BE USED.	

Note: Additional sheets may be attached.

**STATEMENT OF NON-COLLUSION BY CONTRACTOR**

The undersigned who submits herewith to the Pleasant Valley Recreation and Park District a Bid or proposal does hereby certify that:

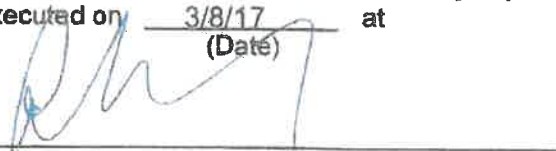
- a. All statements of fact in such bid or proposal are true;
- b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. Such bid or proposal is genuine and not collusive or sham;
- d. Bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the Pleasant Valley Recreation and Park District or of any other bidder or anyone else interested in the proposed procurement;
- e. Bidder did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Bidder did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the Pleasant Valley Recreation and Park District, or to any person or persons who have a partnership or other financial interest with said bidder in his business.
- h. Bidder did not provide, directly or indirectly to any officer or employee of the Pleasant Valley Recreation and Park District any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the Pleasant Valley Recreation and Park District, either currently or within the last two (2) years, or is related to any officer or employee of the District by blood or marriage within the third degree. An exception to this section may be granted by approval of the District Board prior to contract award.
- j. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification was executed on 3/8/17 at

Anaheim, California.

(Location)

Business: West Coast Arborists, Inc.



(Signature)

Printed Name & Title: Patrick Mahoney, President



## CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" herein shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any tree trimming and maintenance contract.

Submitted By: West Coast Arborists, Inc.  
Name must correspond with the Contractor's License

Corporation  Partnership  Individual  Joint Venture

If a corporation, under the laws of what State is it organized? California

California Regional Office (s): Ventura: 11405 Nardo Street, Ventura, CA 93004

Officers, Responsible Managing Officers, Responsible Managing Employees: Patrick Mahoney, President

Richard Mahoney, Asst. Secretary, Rose Epperson, Treasurer, Lorenzo Perez, Area Manager

Use a page titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. Provide the following license numbers and expiration dates:

CA Contractor's License No. 366764 Expiration Date: 12/31/18

CA C-27 (Landscaping) Contractor's License No. 366764 Expiration Date: 12/31/18

CA C-61/D49 (Limited Specialty/Tree Service) Contractor's License No. 366764  
Expiration Date: 12/31/18

Will you be able to provide OSHA Certification for aerial equipment when used throughout the term of the awarded contract? Yes  No

B. How many years' experience in construction work as a current organization?

(1) As a General Contractor? 44 years From 1972 to 2017

(2) As a Subcontractor? N/A From      to     

C. Provide the following names, addresses, and phone numbers for three public agencies for which Bidder has performed similar work within the past ten (10) years, including the Geographical Information System (GIS) tree inventory services:

1. City of Camarillo

Agency Name

Leo Alamillo - (805) 388-5338

Name and telephone number of person familiar with project

<u>\$204,000</u>	<u>Tree maintenance services</u>	<u>1999 - Present</u>
Contract amount	Type of work	Date Completed

2. City of Carpinteria

Agency Name

Paul Medel - (805) 684-5405

Name and telephone number of person familiar with project

<u>\$200,000</u>	<u>Tree maintenance services</u>	<u>2002 - Present</u>
Contract amount	Type of work	Date Completed

3. City of Ventura

Agency Name

Nathan Slack - (805) 652-4556

Name and telephone number of person familiar with project

<u>\$600,000</u>	<u>Tree maintenance services</u>	<u>1998 - Present</u>
Contract amount	Type of work	Date Completed

- D. Have you, your company, or any officer, manager or partner thereof, failed to complete a contract for an Owner? YES \_\_\_\_ NO X. If so indicate the name of each Owner, dates, and the circumstances.
- E. Have you, your company, or any officer, manager or partner thereof, previously had a contractor's license suspended or revoked? YES \_\_\_\_ NO X. If so indicate the name of each person whose license was suspended or revoked, dates of occurrence, and the circumstances for each.
- F. Have you, your company, or any officer, manager or partner thereof, been debarred by any public agency? YES \_\_\_\_ NO X. If so, for each incident, indicate the name of each person, the agency involved, dates, and the circumstances for each.
- G. In an award based on low-bid criteria where your firm appeared to have the low bid, have you or your company been denied an award of an Owner contract? YES \_\_\_\_ NO X. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.
- H. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible Bidder? YES \_\_\_\_ NO X. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.
- I. Has your company been given a notice of deficiency during the performance of a contract for these types of services? YES \_\_\_\_ NO X. If so, as to each notice of deficiency, state the name of the Owner, the date of the notice, the grounds on which the Owner based the notice of the deficiency, and the result of the notice.
- J. Has your company been assessed liquidated damages or had payment withheld by any Owner during the term of a contract for similar services? YES \_\_\_\_ NO X. If so, as to each assessment of liquidated damages or payment withheld, state the name of the Owner, the date of the assessment/withheld payment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages/payment withheld.
- K. Is your company currently a party in any litigation against any Owner pertaining to any contract for services project, or has your company been a party to such litigation? YES \_\_\_\_ NO X. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.
- L. In the last five (5) years, has your company, in the performance of similar services, received any notices of violation from OSHA resulting in any fine? YES X NO \_\_\_\_\_. If so, as to each notice, state the name of the Owner, the date of the notice, the grounds on which OSHA based the notice, and the



**PLEASANT VALLEY RECREATION & PARK DISTRICT**  
**RFP for Tree Trimming and maintenance Services**

**Contractor's Organization Statement and Performance History Supplemental:**

**L. OSHA Violation Disclosure**

Since March 8, 2011, WCA has had one (1) jobsite visit by Cal/OSHA that resulted in subsequent citations. WCA appealed these citations and ultimately had several dismissed and/or reduced. They are listed as follows:

1. 8/10/12: Pleasanton, CA - Cited for Heat Illness Prevention Training. WCA working supervisor failed to properly answer questions pertaining to Heat Illness training although he was proven to have been properly trained by WCA. Three of four citations were successfully appealed. One citation for general violation netted a \$635 fine. Citation abated.

result of the notice. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

Please see attached.

M. List Key Staff who will work on the District's tree maintenance services, their qualifications and proposed duties. Staff shall include, but not be limited to, certified arborists, certified utility arborists, certified tree workers, certified urban foresters and/or municipal arborists, utility line clearance tree workers, CA licensed pest control advisors and applicators, American Society of Consulting Arborists (ASCA) registered consulting arborist, and technicians providing technical support for inventory software. The firm shall identify at least one (1) ISA Certified Arborist who will be responsible for project management, one (1) Certified Utility Arborist, and full-time English speaking site supervisors capable of communicating with any District representative, and who are authorized to act on behalf of the firm.

Staff Member	Qualifications	Proposed Duties
Lorenzo Perez, Area Manager	ISA, Certified Arborist #WE-7443A	Project manager
	ISA, Certified Treeworker #TW-781	
	TCIA Certified Tree Care Safety Professional #CTSP-312	
Ernesto Macias, Safety Manager	ISA, Certified Municipal/Utility Arborist #WE-7120AUM	Safety & OSHA compliance
Andrew Trotter, Vice President	ISA, Certified Municipal/Utility Arborist #WE-0642AU	Field operations manager
Cris Falco, Certified Arborist	ISA Board Certified Master Arborist #WE-7490B	Arborist/Plant Health Care Services
	Pest Control Advisor #PCA128017	
	Pest Control Applicator #QAL135447	
	Registered Consulting Arborist #RCA557	
Agustin Lozano, Foreman	ISA Certified Treeworker #WE-11308T	Crew Supervisor
Jose A. Alvarez, Tree Worker	ISA Certified Treeworker #WE-10908T	Tree Trimmer
Hector Montes, Foreman	NCCCO Certified Crane Operator #060123869R	Crew Supervisor
	ISA Certified Utility Specialist #WE-8075AU	
Chris Crippen, Vice President (IT)	Microsoft Certified Tech Specialist	Software Support
Nick Wooden, IT	Microsoft Certified Tech Specialist	Software Support
Steve Brown, Inventory Supervisor		Inventory System Support
Please see section titled "STAFF QUALIFICATIONS" in the attached for additional information.		



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

**TO: BOARD OF DIRECTORS**

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

**DATE: May 3, 2017**

**SUBJECT: CONSIDERATION AND APPROVAL OF NEW  
CLASSIFICATION – STUDENT WORKER/INTERN**

**RECOMMENDATION**

Consideration and approval of a new classification and salary range for Student Worker/Intern.

**BACKGROUND**

Starting in 2016 the District has been utilizing the services of Interns from California State University Channel Islands. These interns have been valuable to the District and in turn we have been able to offer them the opportunity to learn.

**ANALYSIS**

The District is in need of a job description that will allow us to choose Student Workers/Interns which we will be able to utilize in various departments within our organization. This new position will not require applicants to have any experience to apply, but will require the applicant be currently enrolled in school. The District plans to provide the candidate with a limited term part time position, the term of each position will be determined at the time of hire and will be agreed upon within the employment offer letter; each term should last no longer than 500 hours.

**New Position Created:**

- **STUDENT WORKER/INTERN**

This classification has been created as a Part Time Seasonal/Temporary position; the incumbent will assist various departments in performing routine professional and para – professional duties. This person could also aid in collecting and analyzing statistical data, researching information and conducting investigations.

**COMMITTEE REVIEW**

On April 12, 2017, this report along with the attachments were presented and discussed by the Personnel Committee.

**FISCAL IMPACT**

No fiscal impact. The departments hiring for this position will use their current part time salary budgets.

**RECOMMENDATION**

Consideration and approval of a new classification and salary range for Student Worker/Intern.

**ATTACHMENTS**

- 1) Salary Schedule including the Student Worker/Intern (1 page)
- 2) Job Description Student Worker/Intern (2 pages)



## PART TIME

### Restricted/Seasonal/Temporary

	Min	Max
STUDENT WORKER/INTERN	\$10.50	\$12.60
OFFICE ASSISTANT	\$11.17	\$14.64
HUMAN RESOURCES GENERALIST	\$14.25	\$16.97
ADMINISTRATIVE SERVICE WORKER	\$10.50	\$50.00
RECREATION LEADER	\$10.50	\$13.37
RECREATION LEADER II	\$10.61	\$14.03
SENIOR LEADER	\$11.95	\$15.82
SENIOR LEADER II	\$13.82	\$18.30
LIFEGUARD I	\$11.19	\$13.60
LIFEGUARD II	\$11.41	\$15.10
WATER SAFETY INSTRUCTOR	\$12.56	\$16.61
AQUATIC CENTER ASSISTANT MANAGER	\$13.81	\$18.27
PARK RANGER	\$23.12	\$27.54
LANDSCAPE/CUSTODIAN I	\$10.50	\$13.37
LANDSCAPE/CUSTODIAN II	\$11.95	\$15.82



# Pleasant Valley Recreation and Park District Job Description

<b>Job Title:</b>	Student Worker/Intern	<b>Location:</b>	Various
<b>Department:</b>	Various	<b>Prepared Date:</b>	April 2017
<b>Reports To:</b>	Various	<b>Approved By:</b>	
<b>FLSA Status:</b>	Non-Exempt	<b>Approved Date:</b>	

**SUMMARY:** Under supervision, assists with the elemental phases of professional, para-professional and technical work; assists with special projects or studies, and performs other work as required. Employees in this classification will work for a limited term to be specified at time of hire but no more than 480 hours unless an extension is granted at which point those hours will not exceed 780 hours for a fiscal year.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:** A focus of Quality Customer Service being primary for all positions. Performs other duties as assigned.

- Assists regular staff of various departments in performing routine professional, para-professional or technical duties.
- Assists in collection and analyzing statistical data.
- Assists in researching information and conducting investigations.
- Assists in conducting special studies in a variety of occupational fields.
- Assists in the preparation and the presentation of oral and/or written reports.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Ability to: Maintain records and reports; understand and follow oral and written instructions; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.
- Ability to: Identify problems and do research and work out solutions with tact and efficiency; establish and maintain effective working relationships with co-workers, superiors and subordinates from a variety of ethnic, economic, and cultural backgrounds; work effectively with adults as well as with youth in performing assigned tasks.

**EDUCATION and/or EXPERIENCE:** No experience is required. Students must provide proof that they are enrolled in at least nine (9) units of academic/technical college/university courses at the undergraduate level and at least six (6) units at the graduate level.

Student Workers/Interns may work during the summer upon providing evidence that they carried at least nine units in the previous spring session, are enrolled for at least nine units for the next fall session, OR are enrolled in at least 3 units of summer courses.

High school graduates may be hired as Student Workers/Interns upon providing proof of graduation.

**CERTIFICATES, LICENSES, REGISTRATIONS:** CPR and First Aid Certification may be required no later than six (6) months after employment. Successful completion of tuberculosis, drug and alcohol screening and criminal justice fingerprint clearance/background check required.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; sit; twist, and use hands to finger, handle, or feel. The employee is frequently required to walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must frequently lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 75 pounds.



## Pleasant Valley Recreation and Park District Job Description

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is occasionally exposed to risk of electrical shock. The noise level in the work environment is usually loud.

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

**TO: BOARD OF DIRECTORS**

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

**DATE: May 3, 2017**

**SUBJECT: CONSIDERATION AND APPROVAL OF 1% COST OF LIVING ADJUSTMENT (COLA) FOR FULL-TIME AND PART-TIME YEAR-ROUND NON-REPRESENTED EMPLOYEES AND THE UPDATED SALARY SCHEDULES**

**RECOMMENDATION**

It is recommended the Board consider and approve the updated Salary Schedule with a 1% COLA for non-represented year-round employees.

**BACKGROUND**

The Salary Schedule is utilized by staff when hiring as well as using it as a guide when awarding merit increases to staff. The schedule is typically updated when job classifications are added or changed, there is an adjustment made in minimum wage, or when the Board awards a COLA.

**ANALYSIS**

Staff is bringing back the salary schedule to address the following changes:

1. Pleasant Valley Recreation and Park District (District) and Service Employees International Union (SEIU) ratified the contract on July 1, 2015, agreeing to a 1 % COLA for FY 2017-2018 for all represented employees who are full time and part time year-round.
2. It has been recommended that non-represented full time and part-time year-round employees receive a 1% COLA with an effective date of the first pay period of July 2017.

**COMMITTEE REVIEW**

On April 12, 2017 this report along with the attachments were presented and discussed by the Personnel Committee.

**FISCAL IMPACT**

On July 1, 2017, the Pleasant Valley Recreation and Park District Board will propose the FY 2017-2018 Budget. The fiscal impact to the FY 2017-2018 Budget for the salary schedule adjustments would be \$23, 238 if the budget were to be adopted.

**RECOMMENDATION**

It is recommended the Board consider and approve the updated Salary Schedule with 1% COLA for non-represented year-round employees.

**ATTACHMENTS**

- 1) FY 2017-2018 Salary Schedule (1 page)



## FULL TIME/PART TIME YEAR ROUND CLASSIFICATIONS AND SALARY RANGES

	2016/2017		1% COLA 2017/2018	
	Bi-Weekly Hourly	Bi-Weekly Hourly	Bi-Weekly Hourly	Bi-Weekly Hourly
<b>GENERAL MANAGER (Contract Employee)</b>	\$4,366.65 \$54.58	\$5,413.60 \$67.67	\$4,366.65 \$54.58	\$5,413.60 \$67.67
<b>ADMINISTRATIVE SERVICES MANAGER</b>	\$3,000.00 \$37.50	\$3,811.47 \$47.64	\$3,030.00 \$37.88	\$3,849.59 \$48.12
<b>ADMINISTRATIVE ANALYST</b>	\$2,224.84 \$27.81	\$2,826.20 \$35.33	\$2,247.09 \$28.09	\$2,854.46 \$35.68
<b>ACCOUNTING SPECIALIST</b>	\$1,583.59 \$19.79	\$2,011.54 \$25.14	\$1,599.42 \$19.99	\$2,031.66 \$25.40
<b>HUMAN RESOURCES SPECIALIST</b>	\$1,583.59 \$19.79	\$2,011.54 \$25.14	\$1,599.42 \$19.99	\$2,031.66 \$25.40
<b>CUSTOMER SERVICE REP LEAD WORKER</b>	\$1,691.12 \$21.14	\$2,147.88 \$26.85	\$1,708.03 \$21.35	\$2,169.35 \$27.12
<b>CUSTOMER SERVICE REPRESENTATIVE I</b>	\$1,398.40 \$17.48	\$1,776.51 \$22.21	\$1,412.38 \$17.65	\$1,794.28 \$22.43
<b>CUSTOMER SERVICE REPRESENTATIVE II</b>	\$1,537.38 \$19.22	\$1,953.83 \$24.42	\$1,552.75 \$19.41	\$1,973.37 \$24.67
<b>RECREATION SERVICES MANAGER</b>	\$3,000.00 \$37.50	\$3,811.47 \$47.64	\$3,030.00 \$37.88	\$3,849.59 \$48.12
<b>RECREATION SUPERVISOR</b>	\$2,475.66 \$30.95	\$3,146.54 \$39.33	\$2,500.42 \$31.26	\$3,178.00 \$39.77
<b>RECREATION COORDINATOR</b>	\$2,067.69 \$25.85	\$2,626.30 \$32.83	\$2,088.36 \$26.10	\$2,652.56 \$33.16
<b>RECREATION SPECIALIST</b>	\$1,549.98 \$19.37	\$1,968.89 \$24.61	\$1,565.48 \$19.57	\$1,988.57 \$24.86
<b>PROGRAM COORDINATOR - AQUATIC CENTER</b>	\$1,549.98 \$19.37	\$1,968.89 \$24.61	\$1,565.48 \$19.57	\$1,988.57 \$24.86
<b>PROGRAM SPECIALIST</b>	\$1,174.40 \$14.68	\$1,492.14 \$18.65	\$1,186.14 \$14.83	\$1,507.06 \$18.84
<b>PARK SERVICES MANAGER</b>	\$3,000.00 \$37.50	\$3,811.47 \$47.64	\$3,030.00 \$37.88	\$3,849.59 \$48.12
<b>PARK SUPERVISOR</b>	\$2,478.28 \$30.98	\$3,149.88 \$39.37	\$2,503.07 \$31.29	\$3,181.38 \$39.77
<b>PARK MAINTENANCE LEAD WORKER</b>	\$2,104.97 \$26.31	\$2,674.81 \$33.44	\$2,126.02 \$26.58	\$2,701.56 \$33.77
<b>LEAD PARK RANGER</b>	\$2,104.97 \$26.31	\$2,674.81 \$33.44	\$2,126.02 \$26.58	\$2,701.56 \$33.77
<b>MECHANIC</b>	\$2,104.97 \$26.31	\$2,674.81 \$33.44	\$2,126.02 \$26.58	\$2,701.56 \$33.77
<b>IRRIGATION SPECIALIST</b>	\$2,104.97 \$26.31	\$2,674.81 \$33.44	\$2,126.02 \$26.58	\$2,701.56 \$33.77
<b>GROUNDS/FACILITIES I</b>	\$1,583.59 \$19.79	\$2,012.38 \$25.15	\$1,599.42 \$19.99	\$2,032.50 \$25.41
<b>GROUNDS/FACILITIES II</b>	\$1,819.86 \$22.75	\$2,313.48 \$28.92	\$1,838.06 \$22.98	\$2,336.62 \$29.21

**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: May 3, 2017**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 573, DECLARING INTENTION TO LEVY ASSESSMENTS FOR FY 2017-2018, PRELIMINARILY APPROVING ENGINEER'S REPORT, AND PROVIDING FOR NOTICE OF HEARING FOR THE PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT FOR THE PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**RECOMMENDATION**

It is recommended the Board adopt Resolution No. 573, accepting the Engineer's Report and schedule the public hearing for June 7, 2017.

**BACKGROUND**

On February 1, 2017, the Board adopted Resolution No. 569, directing the preparation of an Engineer's Report for the District and initiating the procedures for the continuation of the Assessment District for FY 2017-2018. The next step in levying assessments for the upcoming fiscal year is the adoption of a Resolution of Intent to Levy the Assessments for FY 2017-2018 and setting the place and time for a Public Hearing to consider the assessments.

**ANALYSIS**

In order to continue to levy the assessments, the Board, on February 1, 2017, directed SCI Consulting Group to prepare an Engineer's Report for FY 2017-2018. This Engineer's Report, which includes the proposed budget for the assessments for FY 2017-2018 and the updated proposed assessments for each parcel in the District, was completed and filed with the District's attorney on April 19 2017.

The Board has the authority to approve an annual adjustment to the assessment rate by an amount equal to the change in the Los Angeles Consumer Price Index (CPI), not to exceed 3%. The Engineer's Report contains a proposed assessment rate adjustment of 1.96% for FY 2017-2018. The proposed 1.96% increase was attained through the CPI as of Dec 31, 2016. The increase will reflect a \$38.95 per single-family equivalent benefit unit assessment.

Pending Board approval, a public hearing for the continuation of the assessments will be scheduled for June 7, 2017 at the hour of 6:00 p.m. Notification of the hearing will be given by publishing a notice, at least ten (10) days prior to the date of the hearing specified, in a newspaper circulated in the District. After the public hearing, the Board can, by resolution, levy the assessments for FY 2017-2018.

### **FISCAL IMPACT**

There is no fiscal impact associated with this action.

Preliminary approval of the Engineer's Report and establishment of the hearing date allows for the development of the proposed budget and assessment rate. This information can then be released to District residents for comment at the June 7, 2017 hearing date.

### **RECOMMENDATION**

It is recommended the Board adopt Resolution No. 573, accepting the Engineer's Report and schedule the public hearing for June 7, 2017.

### **ATTACHMENT**

- 1) Resolution No. 573 (3 pages)
- 2) Preliminary Engineer's Report for FY 2017-2018 (39 pages)
- 3) Assessment Summary (1 page)



**RESOLUTION NO. 573**

**A RESOLUTION DECLARING INTENTION TO CONTINUE  
LEVYING ASSESSMENTS  
FOR FISCAL YEAR 2017-18,  
PRELIMINARILY APPROVING ENGINEER'S REPORT,  
AND PROVIDING FOR NOTICE OF HEARING FOR THE  
PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT  
FOR THE  
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

WHEREAS, on April 4th, 2001, by its Resolution No. 356, after receiving a weighted majority of 58.7% of ballots in support of the proposed assessment, which included an annual adjustment as described below under Section 5 hereof (the "Authorized Assessment"), the Board of Directors of the Pleasant Valley Recreation and Park District (the "Board") ordered the formation of and levied the first assessment within the Pleasant Valley Recreation and Park District, Park Maintenance and Recreation Improvement Assessment District (the "District") pursuant to the provisions of 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); and

WHEREAS, by Resolution No. 569, the Board ordered the preparation of an Engineer's Report for the District for fiscal year 2017-18; and

WHEREAS, pursuant to said Resolution, the Engineer's Report was prepared by SCI Consulting Group, Engineer of Work, in accordance with 22623, *et. seq.*, of the Streets and Highways Code (the "Report") and Article XIID of the California Constitution; and

WHEREAS, said Engineer's Report was filed with the Clerk of the Board of Directors and the Board of Directors has reviewed the Report and wishes to take certain actions relative to said Report.

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

SECTION 1. The Report for the "PARK MAINTENANCE AND RECREATION IMPROVEMENT ASSESSMENT DISTRICT", on file with the Clerk of the Board, has been duly considered by the Board of Directors and is hereby deemed sufficient and approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under, and pursuant to, the foregoing resolution.

SECTION 2. It is the intention of this Board to continue to levy and collect assessments within the Assessment District for fiscal year 2017-18. Within the District, the work and improvements (the "Improvements") proposed to be undertaken by the District, are generally 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 Improvement.

SECTION 3. The District consists of the lots and parcels shown on the boundary map of the District on file with the Clerk of the Board, and reference is hereby made to such map for further particulars.

SECTION 4. Reference is hereby made to the Engineer's Report for a full and detailed description of the Improvements, the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District. The Engineer's Report identifies all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed.

SECTION 5. The Authorized Assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the Los Angeles Area, as published by United States Department of Labor, Bureau of Labor Statistics, as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2015 to December 2016 was 1.96%. Therefore, the maximum authorized assessment rate for fiscal year 2017-18 is increased by 1.96% which equates to \$38.95 per single family equivalent benefit unit. Single family equivalent values for different property types, such as commercial and industrial land uses are described in the Engineer's Report. The estimate of cost and budget in the Engineer's Report proposes assessments for fiscal year 2017-18 at the rate of \$38.95.

SECTION 6. Notice is hereby given that on June 7, 2017, at the hour of 6:00 o'clock p.m. at the City of Camarillo, City Hall Council Chambers 601 Carmen Dr., Camarillo, California the Board of Directors will hold a public hearing to consider the ordering of the Improvements and the continuation of the proposed assessments.

SECTION 7. Prior to the conclusion of the hearing, any interested person may file a written protest with the Clerk of the Board, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a

property owner shall contain a description sufficient to identify the property owned by such owner. Such protest or withdrawal of protest should be mailed to Pleasant Valley Recreation and Park District, 1605 East Burnley Street, Camarillo, CA 93010.

SECTION 8. The Clerk of the Board shall cause a notice of the hearing to be given by publishing a copy of this resolution once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the Pleasant Valley Recreation and Park District.

**PASSED AND ADOPTED** this 3rd day of May, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

NEAL DIXON, CHAIRMAN  
PLEASANT VALLEY RECREATION AND PARK DISTRICT

ATTESTED:

---

ROBERT KELLEY, SECRETARY  
PLEASANT VALLEY RECREATION AND PARK DISTRICT



**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT**

**ENGINEER'S REPORT**

FISCAL YEAR 2017-18

APRIL 2017

PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972  
AND ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

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## INTRODUCTION

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### OVERVIEW

The Pleasant Valley Recreation and Park District (the "Park District") currently provides park facilities and recreational programs for its service area of 25,900 parcels. The Park District currently owns, operates and maintains 28 neighborhood, community, and regional parks which are distributed throughout the Park District. (For locations of the Park District's facilities, see the Diagram following in this Report.)

The Park District's facilities are summarized as follows:

### DISTRICT PARKS

- ❖ **ADOLFO PARK**, (3.0 acres), 3601 N. Adolfo.
- ❖ **ARNEILL RANCH PARK**, (5.0 acres), 1301 Sweetwater.
- ❖ **BIRCHVIEW PARK**, (0.7 acres), 5564 Laurel Ridge Lane, Birchview/Laurel Ridge.
- ❖ **CALLEGUAS CREEK PARK**, (3.0 acres), 675 Avenida Valencia.
- ❖ **CAMARILLO OAK GROVE PARK**, (24.55 acres), 6968 Camarillo Springs Road.
- ❖ **CARMENITA PARK**, (1.0 acres), 1506 Sevilla.
- ❖ **CHARTER OAK PARK**, (5.7 acres), 2500 Charter Oak Drive.
- ❖ **COMMUNITY CENTER PARK**, (12.9 acres), 1605 E. Burnley Street, Carmen/Burnley.
- ❖ **DOS CAMINOS PARK**, (4.4 acres), 2198 N. Ponderosa Road, Las Posas/Ponderosa.
- ❖ **ENCANTO PARK**, (3.0 acres), 5300 Encanto.
- ❖ **FOOTHILL PARK**, (2.3 acres), 1501 Cranbrook Street.
- ❖ **FREEDOM PARK**, (33.9 acres), 275 E. Pleasant Valley Road, Skyway/Eubanks.
- ❖ **HERITAGE PARK**, (9.0 acres), 1630 Heritage Trail, Joshua Trail/Heritage Trail.
- ❖ **LAS POSAS EQUESTRIAN PARK**, (2.0 acres), 2084 Via Veneto, El Tuaca/Via Veneto.
- ❖ **LAURELWOOD PARK**, (1.5 acres), 2127 Dexter, Mobil/Dexter.
- ❖ **LOKKER PARK**, (7.0 acres), 848 Vista Coto Verde, Calle Higuera/Avenida Sultura.
- ❖ **MISSION OAKS PARK**, (20.2 acres), 5501 Mission Oaks Boulevard, Mission Oaks/Oak Canyon.
- ❖ **MISSION VERDE PARK**, (2.0 acres), 5358 Mission Verde Drive.
- ❖ **NANCY BUSH PARK**, (3.4 acres), 1150 Bradford.

- ❖ **PITTS RANCH PARK**, (10.0 acres), 1400 Flynn Road.
- ❖ **BOB KILDEE COMMUNITY PARK**, (13.0 acres), 1030 Temple Avenue, Ponderosa/Temple.
- ❖ **QUITO PARK**, (5.0 acres), 7073 Quito Court, Calle Dia/Quito.
- ❖ **SPRINGVILLE PARK**, (5.0 acres), 801 Via Zamora.
- ❖ **TRAILSIDE PARK**, (0.5 acres), 5462 Cherry Ridge Drive, Willow View/Maple View.
- ❖ **VALLE LINDO PARK**, (10.0 acres), 889 Aileen Street, Valle Lindo/Aileen.
- ❖ **PLEASANT VALLEY FIELDS**, (55.0 acres), 3777 Village at the Park Drive.
- ❖ **WOODCREEK PARK**, (5.0 acres), 1200 Woodcreek Road, Lynwood/Woodcreek.
- ❖ **WOODSIDE PARK**, (5.0 acres), 247 Japonica Avenue, Ridgeview/Japonica.

### **ASSESSMENT PROCESS**

In 2001, due to the combination of limited revenues, a growing community and expanding park acreage, the Park District projected that it would not be able to adequately maintain its current and future parks and recreation facilities. Therefore, the Board proposed the establishment of an assessment district 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.

In February and March 2001 the Board conducted an assessment ballot proceeding pursuant to the requirements of Article XIII D of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Landscaping and Lighting Act of 1972. During this ballot proceeding, property owners in the District were provided with a notice and ballot for the proposed parks assessment ("the Parks Maintenance and Recreation Improvement District" or the "Improvement District"). A 45-day period was provided for balloting and a public hearing was conducted on March 21<sup>st</sup>, 2001. At the public hearing, all ballots returned within the 45-day balloting period were tabulated. It was determined at the public hearing that the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted). The final balloting result was 58.7% weighted support in favor of the benefit assessments for the Pleasant Valley Recreation and Park District's Park Maintenance and Recreation Improvement District.

As a result, the Board gained the authority to approve the levy of the assessments for the fiscal year 2001-02 and to continue to levy them in future years. The authority granted by the ballot proceeding includes an annual adjustment in the assessment levies equal to the annual change in the Consumer Price Index for the Los Angeles Area, not to exceed 3%.

## ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS

In each subsequent year for which the assessments will be continued, the Board must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the Board may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Board adopted on February 1, 2017.

This Engineer's Report ("Report") was prepared to establish the budget for the continued improvements and services ("Improvements") that would be funded by the proposed 2017-18 assessments, determine the benefits received by property from the improvements and services within the Park District and the method of assessment apportionment to lots and parcels within the Park District. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the *California Streets and Highways Code* (the "Act") and Article XIID of the California Constitution (the "Article").

If the Board preliminarily approves this Engineer's Report and the continuation of the assessments by resolution, a notice of public hearing must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 7, 2017. At this hearing, the Board would consider approval of a resolution confirming the continuation of the assessments for fiscal year 2017-18. If the assessments are so confirmed and approved, the levies would be submitted to the County Auditor/Controller by August 2017 for inclusion on the property tax roll for fiscal year 2017-18.

## LEGISLATIVE ANALYSIS

### PROPOSITION 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now codified as Articles XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including property-owner balloting, for the imposition, increase and extension of assessments, and these requirements are satisfied by the process used to establish this assessment.

### **SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V SANTA CLARA COUNTY OPEN SPACE AUTHORITY**

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA vs. SCCOSA"). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly specified and identified
- Special benefits are directly received by and provide a direct advantage to property in the assessment district
- The assessments must be proportional to the special benefits conferred

This Engineer's Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article 13C and 13D of the California Constitution because the improvements to be funded are clearly defined; the benefiting properties in the Improvement District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the Improvement District and such special benefits provide a direct advantage to property in the Improvement District that is not enjoyed by the public at large or other property; and the assessments are proportional to the special benefits conferred.

### **DAHMS V. DOWNTOWN POMONA PROPERTY**

On June 8, 2009, the 4<sup>th</sup> Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

### **BONANDER V. TOWN OF TIBURON**

On December 31, 2009, the 1<sup>st</sup> District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

### **BEUTZ V. COUNTY OF RIVERSIDE**

On May 26, 2010 the 4<sup>th</sup> District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park

maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

#### **GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO**

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

#### **COMPLIANCE WITH CURRENT LAW**

This Engineer's Report is consistent with the requirements of Article XIIC and XIID of the California Constitution and with the *SVTA* decision because the improvements to be funded are clearly defined; the improvements are directly available to and will directly benefit property in the Improvement District; and the improvements provide a direct advantage to property in the Improvement District that would not be received in absence of the assessments.

This Engineer's Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the improvements will directly benefit property in the Improvement District and the general benefits have been explicitly calculated and quantified and excluded from the assessments. The Engineer's Report is consistent with *Bonander* because the assessments have been apportioned based on the overall cost of the improvements and proportional special benefit to each property.



## PLANS & SPECIFICATIONS

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The Pleasant Valley Recreation and Park District maintains park facilities in locations throughout its boundaries.

The work and improvements (the "Improvements") proposed to be undertaken by the Pleasant Valley Recreation and Park District's Park Maintenance and Recreation Improvement District (the "Improvement District") and the cost thereof paid from the levy of the annual assessment provide special benefit to Assessor Parcels within the Improvement District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972, (the "Act") the work and improvements are generally described as follows:

Installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, turf and play areas, playground equipment, hard court surfaces, ground cover, shrubs and trees, irrigation and sprinkler systems, landscaping, park grounds and facilities, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, gymnasiums, senior centers, running tracks, swimming pools, landscape corridors, trails, other recreational facilities, security patrols to protect the Improvements, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the Pleasant Valley Recreation and Park District. Any plans and specifications for these improvements have been filed with the General Manager of the Pleasant Valley Recreation and Park District and are incorporated herein by reference.

As applied herein, "Installation" means the construction of recreational improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling) sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts, recreational facilities and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment. (Streets & Highways Code §22526).

The assessment proceeds will be exclusively used for Improvements within the Improvement District plus Incidental expenses. Reference is made to the Summary of District's Improvement Plans section in the following section of this Report and the more detailed budgets and improvement plans of the Park District, which are on file with the Pleasant Valley Recreation and Park District.

## FISCAL YEAR 2017-18 ESTIMATE OF COST AND BUDGET

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### INTRODUCTION

Following are the proposed Improvements, and resulting level of improved parks and recreation facilities, for the Improvement District. As previously noted, the baseline level of service included a declining level of parks and recreation facilities due to shortages of funds for the Park District. Improvements funded by the assessments are over and above the previously declining baseline level of service. The formula below describes the relationship between the final level of improvements, the existing baseline level of service, and the enhanced level of improvements to be funded by the proposed assessment.

$$\text{Final Level of Improvements} = \text{Baseline Level of Improvements} + \text{Enhanced Level of Improvements}$$

### SUMMARY OF DISTRICT'S IMPROVEMENT PLANS

Projects have been chosen throughout the Park District in order to ensure that all properties in the narrowly drawn Park District boundaries will receive improved access to better maintained and improved parks in their area. A detailed project improvement plan has been developed and is available for review at the Park District offices.



TABLE 1 - ESTIMATE OF COST, FY 2017-18

	<b>Total Budget</b>	
Installation, Maintenance & Servicing Costs		
Capital Improvements	\$1,164,859	
Equipment and Facility Replacement	\$0	
Services and Supplies	\$1,990,350	
Maintenance and Operations of Improvements <sup>1</sup>	<u>\$2,057,428</u>	
Subtotal - Installation, Maintenance and Servicing	\$5,212,637	
Administrative Costs:		
Assessment Administration and County Charges	\$28,441	
Allowance for Uncollectible Assessments	<u>\$1,825</u>	
Subtotals - Incidentals	\$30,266	
Total for Installation, Maintenance, Servicing and Administration	\$5,242,903	
<b>Total Benefit of Improvements</b>	<b>\$5,242,903</b>	
Single Family Equivalent Units (SFE)	27,530	
<b>Benefit Received per SFE Unit</b>	<b>\$190.44</b>	
Less:		
District Contribution for General Benefits <sup>2</sup>	(\$1,310,725.75)	
District Contribution for Special Benefits	(\$2,884,679.25)	
Beginning Fund Balance (July 1, 17)	(\$981,588)	
Contribution to Reserve Fund/Improvement Fund/Contingency <sup>3</sup>	<u>\$1,006,392</u>	
	(\$4,170,602)	
Net Cost of Installation, Maintenance and Servicing (Net Amount to be Assessed)	\$1,072,301	
<hr/>		
Budget Allocation to Property		
Total Assessment Budget*	\$1,072,301	
	<b>Unadjusted</b>	<b>Adjusted</b>
	<b>SFE</b>	<b>SFE</b>
Single Family Equivalent Benefit Units - Zone A	26,520.60	26,520.60
Single Family Equivalent Benefit Units - Zone B	404.64	101.16
Single Family Equivalent Benefit Units - Zone C	1,816.89	908.45
Adjusted SFE Units		<u>27,530.21</u>
Assessment per Single Family Equivalent Unit		\$38.95

\* All assessments are rounded to lower even penny. Therefore, the budget amount may slightly differ from the assessment rate

**Notes to Estimate of Cost:**

1. The item, Maintenance and Operation of Improvements provides funding for enhanced maintenance of all parks and recreation facilities on a daily basis, seven days per week. Improvements include mowing turf, trimming and caring for landscaping, fertilization and aeration of grounds and playfields, routine maintenance and safety inspections, painting, replacing/repairing broken or damaged equipment, trash removal and cleanup, irrigation and irrigation system maintenance, and other services as needed.
2. As determined in the following section, at least 25% of the cost of Improvements must be funded from sources other than the assessments to cover any general benefits from the Improvements. Therefore, out of the total cost of Improvements of \$5,242,903, the District must contribute at least \$1,310,725 from sources other than the assessments. The District will contribute much more than this amount, which more than covers any general benefits from the Improvements.
3. This amount is the projected ending fund balance as of June 30, 2018. The Fund Balance shown includes operating reserves and the Capital Improvement Reserve Fund.
4. The Act stipulates that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the Improvement District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, July 1, must be carried over to the next fiscal year. The funds shown under contribution to Reserve Fund / Improvement Fund / Contingency are primarily being accumulated for future capital improvement and capital renovation needs.

## METHOD OF APPORTIONMENT

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### METHOD OF APPORTIONMENT

This section of the Engineer's Report explains the special and general benefits to be derived from the Improvements to park facilities and District maintained property throughout the Park District, and the methodology used to apportion the total assessment to properties within the Improvement District.

The Improvement District consists of all Assessor Parcels within the boundaries of the Pleasant Valley Recreation and Park District. The method used for apportioning the assessment is based upon the proportional special benefits conferred to the properties over and above the general benefits conferred to real property in the Improvement District or to the public at large. Special benefit is calculated for each parcel in the Improvement District using the following process:

1. Identification of all benefit factors derived from the Improvements
2. Identification of the direct advantages (special benefits) received by property in the Improvement District
3. Calculation of the proportion of these benefits that are general
4. Determination of the relative special benefit within different areas within the Improvement District
5. Determination of the relative special benefit per property type
6. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes

### DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. Any and all general benefit must be funded from another source. This special benefit is received by property over and above any general benefits from the Improvements. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

*"The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000)) [of the Streets and Highways Code, State of California]."*

Proposition 218, as codified in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

*"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel, in contrast to a general benefit which provides indirect or derivative advantages. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

*the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

Finally, Proposition 218 twice uses the phrase "over and above" general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) The SVTA v. SCCOSA decision further clarifies that special benefits must provide a direct advantage to benefiting property and that examples of a special benefit include proximity to a park, expanded or improved access to open space or views of open space.

## **BENEFIT FACTORS**

The special benefits from the Improvements are listed below:

### **EXTENSION OF A PROPERTY'S OUTDOOR AREAS AND GREEN SPACES FOR PROPERTIES WITHIN CLOSE PROXIMITY TO THE IMPROVEMENTS**

In large part because it is cost prohibitive to provide large open land areas on property in the Improvement District, the residential, commercial and other benefiting properties in the Improvement District do not have large outdoor areas and green spaces. The parks in the Improvement District provide these larger outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

According to the industry-standard guidelines established by the National Park and Recreation Association (the "NPRA"), neighborhood parks in urban areas have a service

area radius of generally one-half mile and community parks have a service area radius of approximately two miles. The service radii for neighborhood parks and neighborhood green spaces were specifically established to give all properties within this service radii close proximity and easy access to such public land areas. Since proximate and accessible parks serve as an extension of the usable land area for property in the service radii and since the service radii was specifically designed to provide close proximity and access, the parcels within this service area clearly receive a direct advantage and special benefit from the Improvements - and this advantage is not received by other properties or the public at large.

Moreover, almost every neighborhood park in the Improvement District does not provide a restroom or parking lot. Such public amenities were specifically excluded from neighborhood parks because neighborhood parks are designed to be an extension of usable land area specifically for properties in close proximity, and not the public at large or other non-proximate property. The occupants of proximate property do not need to drive to their local park and do not need restroom facilities because they can easily reach their local neighborhood park and can use their own restroom facilities as needed. This is further tangible evidence of the effective extension of land area provided by the Improvements to proximate parcels in the Improvement District and the unique direct advantage the parcels within the Improvement District receive from the Improvements.

An analysis of the service radii for the Improvements finds that all properties in the Improvement District enjoy the distinct and direct advantage of being close and proximate to parks within the Improvement District. As noted in the following section, several Zones of Benefit have been specifically drawn within the Improvement District to further recognize the unique levels of proximity and special benefits to properties in the Improvement District. The benefiting properties in the Improvement District therefore uniquely and specially benefit from the Improvements and several unique areas of special benefits have been narrowly drawn.

#### **PROXIMITY TO IMPROVED PARKS AND RECREATIONAL FACILITIES**

Only the specific properties within close proximity to the Improvements are included in the Improvement District. Therefore, property in the Improvement District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the Improvement District do not share.

In absence of the assessments, the Improvements would not be provided and the parks and recreation areas in the Improvement District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the Improvement District, they provide a direct advantage and special benefit to property in the Improvement District.

**ACCESS TO IMPROVED PARKS, OPEN SPACE AND RECREATIONAL AREAS**

Since the parcels in the Improvement District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved parks, open space and recreation areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the Improvement District.

**IMPROVED VIEWS**

The Park District, by maintaining the landscaping at its park, recreation and open space facilities provides improved views to properties with direct line-of-sight as well as other local properties which benefit from improved views when is the Improvements are accessed or passed. Therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Improvement District.

**BENEFIT FINDING**

In summary, real property located within the boundaries of the Improvement District distinctly and directly benefits from closer proximity, access and views of improved parks, recreation facilities, open space, landscaped corridors, greenbelts, trail systems and other public resources funded by the Assessments. The Improvements are specifically designed to serve local properties in the Improvement District, not other properties or the public at large. The public at large and other properties outside the Improvement District receive only limited benefits from the Improvements because they do not have proximity, good access or views of the Improvements. These are special benefits to property in the Improvement District in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access.

**GENERAL VERSUS SPECIAL BENEFIT**

Article XIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

<b>Total Benefit</b>	<b>=</b>	<b>General Benefit</b>	<b>+</b>	<b>Special Benefit</b>
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There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular



and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

<b>General Benefit</b>	<b>=</b>	<b>Benefit to real property outside of improvement district</b>	<b>+</b>	<b>Benefit to real property inside of improvement district</b>	<b>+</b>	<b>Benefit to public at large</b>
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Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, as noted, properties in the Improvement District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements. Other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special, and is only minimally received by property outside the Improvement District or the public at large.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer’s Report and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer’s Report fund improvements and services directly provided within the Assessment District and every benefiting property in the Assessment District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this Report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

## CALCULATING GENERAL BENEFIT

In this section, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

### BENEFIT TO PROPERTY OUTSIDE THE IMPROVEMENT DISTRICT

Properties within the Improvement District receive almost all of the special benefits from the Improvements because properties in the Improvement District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the Improvement District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the Improvement District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

The properties outside the Improvement District and within the proximity radii for neighborhood parks in the Improvement District receive benefits from the Improvements. Since these properties are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is form of general benefit to the public at large and other property. A 50% reduction factor is applied to these properties because they are geographically on only one side of the Improvements and are over twice the average distance from the Improvements compared to properties in the Assessment District. The general benefit to property outside of the Improvement District is calculated as follows with the parcel and data analysis performed by SCI Consulting Group.

#### **Assumptions:**

3,616 parcels outside the district but within either 0.5 miles of a neighborhood park or 2.0 miles of a community park within the Improvement District.

25,370 parcels in the Improvement District.

50% relative benefit compared to property within the Improvement District.

#### **Calculation of General Benefit to Property Outside the Improvement District**

$$(3,616 / (25,370 + 3,615)) * 0.5 = 6.2\%$$

Although it can reasonably be argued that Improvements inside, but near the Park District boundaries are offset by similar park and recreational improvements provided outside, but near the Park District's boundaries, we use the more conservative approach of finding that 6.2% of the Improvements may be of general benefit to property outside the Improvement District.



### **BENEFIT TO PROPERTY *INSIDE* THE DISTRICT THAT IS *INDIRECT AND DERIVATIVE***

The “indirect and derivative” benefit to property within the Improvement District is particularly difficult to calculate. A solid argument can be presented that all benefit within the Improvement District is special, because the Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in the Improvement District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district”. A measure of the general benefits to property within the Assessment area is the percentage of land area within the Improvement District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2.0% of the land area in the Improvement District is used for such regional purposes, so this is a measure of the general benefits to property within the Improvement District.

### **BENEFIT TO THE PUBLIC AT LARGE**

The general benefit to the public at large can be estimated by the proportionate amount of time that the Park District’s parks and recreational facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the Park District<sup>1</sup>. A survey of park and recreation facility usage conducted by SCI Consulting Group found that less than 5% of the Park District’s facility usage is by those who do not live or work within District boundaries.<sup>2</sup> When people outside the Improvement District use parks, they diminish the availability of parks for people within the Improvement District. Therefore, another 5% of general benefits are allocated for people within the Improvement District. Combining these two measures of general benefits, we find that 10% of the benefits from the Improvements are general benefits to the public at large.

### **TOTAL GENERAL BENEFITS**

Using a sum of these three measures of general benefit, we find that approximately 18.2% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

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<sup>1</sup> . When District facilities are used by those individuals, the facilities are not providing benefit to property within the Park District. Use under these circumstances is a measure of general benefit. For example, a non-resident who is drawn to utilize the Park District facilities and shops at local businesses while in the area would provide special benefit to business properties as a result of his or her use of the Improvements. Conversely, one who uses Park District facilities but does not reside, work, shop or own property within the Park District boundaries does not provide special benefits to any property and is considered to be a measure of the general benefits.

<sup>2</sup> . A total of 200 park users were surveyed on different days and times during the months of November and December 2000. Nine respondents (4.5%) indicated that they did not reside or work within the Park District.

**General Benefit Calculation**

**6.2% (Outside the Assessment District)**  
**+ 2.0% (Inside the district – indirect and derivative)**  
**+ 10.0% (Public at Large)**  
**= 18.2% (Total General Benefit)**

Although this analysis finds that 18.2% of the assessment may provide general benefits, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 25%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

The Park District's total budget for maintenance and improvement of its parks and recreational facilities is \$5,267,706. Of this total budget amount, the Park District will contribute \$4,195,405 from sources other than the assessments for park maintenance and operation. This contribution by the Park District equates to approximately 80% of the total budget for maintenance and improvements and constitutes far more than the amount attributable to the general benefits from the Improvements.

### ZONES OF BENEFIT

The Pleasant Valley Recreation and Park District's parks and recreation facilities are generally concentrated in the areas encompassing the City of Camarillo. The outlying, generally more rural areas of the Park District have limited park and recreation facilities and properties in these areas (collectively "area") are generally less proximate to the Improvements. Therefore, this area receives relatively lesser special benefits from the assessments than properties located within the City of Camarillo. This area of lesser benefit is defined to include all parcels within District boundaries that are located outside of the City limits, excluding the upper northwest section of the unincorporated areas of the Park District, generally known as the Heights and Spanish Hills<sup>3</sup>. This area is hereinafter referred to as Zone of Benefit B or Zone B and is depicted on the Assessment Diagram included with this Report. All parcels within the City of Camarillo or within the unincorporated areas described as the Heights or Spanish Hills are classified into Zone of Benefit A or Zone A.

Relative proximity and access to the Park District's facilities is a measure of the level of special benefit conferred by the assessments. Parcels in Zone B are approximately four times farther removed from the Park District's facilities as those within Zone A; therefore

<sup>3</sup> The area of Heights and Spanish Hills is generally located in the northwest unincorporated section of the Park District. The Las Posas Equestrian Park and Springville Park is located within this area. In addition, this area has similar proximity to the Park District's parks and facilities as do other parcels within the City of Camarillo.

these properties are determined to receive 1/4 (25%) the level of benefit as those within Zone A.

Leisure Village and The Springs are two retirement communities generally located on the eastern side of the City of Camarillo. Both communities provide their own recreational facilities and programs to their residents, and the Park District does not own or maintain facilities within the two communities. Consequently, the recreational facilities and services offered by Leisure Village and The Springs offset some of the benefits provided by the Park District's facilities, so these properties receive lower levels of special benefit. Although the residents and employees of Leisure Village and The Springs use facilities within each community, they also can and do utilize the Park District's facilities and programs, such as the Senior Center, Community Center, and Pleasant Valley pool.

A survey of property owners conducted by Godbe Research and Analysis in August 2000, found that property owners in these communities utilized Park District facilities generally approximately at one-half the frequency of property owners outside these communities. Using relative frequency of use as a measure of benefit, the Engineer has determined that a benefit of 1/2 the level of benefit as those within Zone A is appropriate. Therefore, properties in Leisure Village and The Springs are classified into Zone of Benefit C or Zone C and are determined to receive a benefit of 1/2 (50%) the level of benefit as those within Zone A.

The summary of parcels and assessments by Zone of Benefit is listed in the following table.

**TABLE 2 - SUMMARY OF PARCELS AND ASSESSMENTS BY ZONE OF BENEFIT**

	<i>Zone of Benefit</i>			<i>Total</i>
	<i>A</i>	<i>B</i>	<i>C</i>	
Total Parcels	22,780	771	2,397	25,948
SFE Units (Unadjusted for Benefit Weighting)	26,520.60	404.64	1,816.89	28,742.13
Benefit Adjustment Factor	100%	25%	50%	
Assessment Rate per SFE	\$38.95	\$9.74	\$19.48	
Total Assessment	\$1,032,977.37	\$3,940.18	\$35,383.93	\$1,072,301.48

The Zones of Benefit are shown on the Assessment Diagram and are listed for each parcel on the Assessment Roll.

Assessed properties within the Improvement District are within the industry-accepted proximity/service area for parks and recreation facilities. As noted, these proximity radii were specifically established to only encompass properties with good proximity and access to local parks and in effect make local parks within the proximity radii an extension of

usable land area for the properties in the area. Since all parcels in the Improvement District have good access and proximity to the Improvements and the benefits to relatively closer proximity are offset by other factors, additional proximity is not considered to be a factor in determining benefit within each Zone of Benefit. In other words, the boundaries of the Improvement District and the Zones of Benefit have been narrowly drawn to include only properties that have good proximity and access and will specially benefit from the Improvements.

The SVTA vs. SCCOSA, 44 Cal.4<sup>th</sup> 431, 456, decision indicates:

*In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”*

*We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).*

In the Improvement District, the advantage that each parcel receives from the Improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the assessment. Therefore, the even spread of assessment throughout each narrowly drawn Zone of Benefit is indeed consistent with the SVTA vs. SCCOSA decision and satisfies the “direct relationship to the ‘locality of the improvement.’” standard.

#### **METHOD OF ASSESSMENT AND PROPORTIONALITY**

As previously discussed, the assessments provide specific Improvements that confer direct and tangible special benefits to properties in the Improvement District. These benefits can partially be measured by the occupants on property in the Improvement District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. Therefore, the apportionment of benefit is partially based the population density of parcels.

It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population

density of the parcels assessed. Moreover, assessments have a long history of use in California and are in large part based on the principle that benefits from a service or improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred directly to the underlying property.<sup>4</sup>

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated a SFE value, which is each property's relative benefit in relation to a single family home on one parcel. In this case, the "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, an assessment only for all residential improved property was considered but was determined to be inappropriate because commercial, industrial and other properties also receive direct benefits from the Improvements.

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from proximity and improved access to well maintained and improved parks and recreational facilities. So the potential population of employees or residents is a measure of the special benefits received by the property.) Larger parcels, therefore, receive an increased benefit from the assessments.

Finally, the special benefits derived from the assessments are conferred on property and are not based on a specific property owner's use of the improvements, or a specific property owner's occupancy of property or the property owner's demographic status such

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<sup>4</sup> For example, in *Federal Construction Co. v. Ensign* (1922) 59 Cal.App. 200 at 211, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: "Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city's sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense."



as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the Park District's park and recreational facilities. In other words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, its relative population and usage potential, its location and its proximity to parks and recreational facilities. Furthermore, the proportional special benefit derived by each identified parcel is apportioned based upon the following:

1. The entirety of the capital cost of the Improvements;
2. The maintenance and operation expenses of the Improvements;
3. And the cost of the property-related service being provided.

This method is further described below.

Pursuant to the Landscape and Lighting Act of 1972 and Article XIID of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the Improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the Improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

Each parcel's benefit is determined by the difference between the general and special benefits being conferred on the properties by the Improvements; and the proportion of the special benefit conferred on the various land uses within the Assessment District. This method is further depicted below.

#### EQUATION 1 – SPECIAL BENEFIT APPORTIONMENT FACTORS

$$\text{Special Benefit} \approx \Sigma \text{ (Special Benefit apportionment factors including use property type, size, location, and proximity to Improvements)}$$

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a "benchmark" property, a single family detached dwelling on one parcel (one "Single Family Equivalent Unit" or "SFE"). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefits and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. In this Engineer's Report, all properties are assigned an SFE value, which is each property's

relative special benefit in relation to a single family home on one parcel (the benchmark parcel). The formula for this special benefit assignment is as follows.

#### EQUATION 2 – RELATIVE SPECIAL BENEFIT (SFE)

$$\text{Relative Special Benefit} \approx \frac{\text{Special Benefit for a Specific Parcel}}{\text{Special Benefit for the Benchmark Parcel}}$$

Finally, to apportion the cost of Improvements to each parcel the total cost of the Improvements funded by the Assessments is divided by the total SFE benefit units assigned to all parcels. The resulting rate per SFE unit is then multiplied by the SFE units assigned to a parcel to determine the proportional assessment for each parcel.

#### EQUATION 3 – ASSESSMENT APPORTIONMENT

$$\text{Assessment for Parcel} = \frac{\text{Entire Cost of Improvements}}{\text{Total SFE Benefit Units}} * (\text{SFE Benefit Units for Parcel})$$

### METHOD OF APPORTIONMENT

#### RESIDENTIAL PROPERTIES

Certain residential properties in the Improvement District that contain a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses and townhomes are included in this category.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property and the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home. The population density factors for the Pleasant Valley Recreation and Park District, as depicted below, provide the basis for determining the SFE factors for residential properties. Using the total population in a certain property type in the area of the Park District from the 1990 Census and dividing it by the total number of such households, finds that approximately 3.32 persons occupy each single family residence, whereas an average of 2.16 persons occupy each multi-family residence. Using the ratio of one SFE for each single-family residence, which equates to one SFE for every 3.32 persons, 0.65 SFE would equate to one multi-family unit or 0.65 SFE for every 2.16 residents. Likewise, each condominium unit receives 0.71 SFE and each mobile home receives 0.51 SFE.

**TABLE 3 - RESIDENTIAL DENSITY AND ASSESSMENT FACTORS**

	<i>Total Population</i>	<i>Occupied Households</i>	<i>Persons per Household</i>	<i>SFE Factor</i>
Single Family Residential	34,333	10,343	3.32	1.00
Condominium	9,464	4,030	2.35	0.71
Multi-Family Residential	5,633	2,602	2.16	0.65
Mobile Home on Separate Lot	1,712	1,014	1.69	0.51

Source: 1990 Census, city of Camarillo (the most recent data available when the Improvement District was established).

The single family equivalency factor of 0.65 per dwelling unit for multifamily residential properties applies to such properties with 20 or fewer units. Properties in excess of 20 units typically offer on-site recreational amenities and other facilities that tend to offset some of the benefits provided by the improvements. Therefore the benefit for properties in excess of 20 units is determined to be 0.65 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

#### **COMMERCIAL/INDUSTRIAL PROPERTIES**

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single family residential property and the average commercial/industrial property. The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously can be measured by the average number of people who work at commercial/industrial properties.

In order to determine employee density factors, the findings from the San Diego Association of Governments Traffic Generators Study (the "SANDAG Study") are used because these findings were approved by the State Legislature as being a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24.

In comparison, the average number of people residing in a single family home in the area is 3.32. Since the average lot size for a single family home in the Park District is approximately 0.27 acres, the average number of residents per acre of residential property is 12.30.

The employee density per acre is generally 2 times the population density of single family residential property per acre (24 employees per acre / 12.3 residents per acre). Therefore, the average employee density can be used as the basis for allocating benefit to commercial or industrial property since a commercial/industrial property with 2 employees receives generally similar special benefit to a residential property with 1 resident. This factor of equivalence of benefit between 1 resident to 2 employees is the basis for



allocating commercial/industrial benefit. Table 4 shows the average employees per acre of land area or portion thereof for commercial and industrial properties and lists the relative SFE factors per quarter acre for properties in each land use category.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per quarter acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres.

Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate.

**TABLE 4 - COMMERCIAL/INDUSTRIAL DENSITY AND ASSESSMENT FACTORS**

<i>Type of Commercial/Industrial Land Use</i>	<i>Average Employees Per Acre <sup>1</sup></i>	<i>SFE Units per 1/4 Acre <sup>2</sup></i>
Commercial	24	1.00
Office	68	2.83
Shopping Center	24	1.00
Industrial	24	1.00
Self Storage or Parking Lot	1	0.04

1. Source: San Diego Association of Governments Traffic Generators Study.
2. The SFE factors for commercial and industrial parcels are applied by the quarter acre of land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

**VACANT PROPERTIES**

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties; however, at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. An analysis of the Fiscal Year 2000-01 assessed valuation data from the County of Ventura, found that 35% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore; that approximately 35% of the benefits are related to the underlying land and 65% are related to the improvements and the day to day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.35 per parcel.

As properties are approved for development, their value increases. Likewise, the special benefits received by vacant property increases as the property is approved for development, or becomes closer to being improved. When property is approved for development with a final map, the property has passed the final significant hurdle to development and can shortly undergo construction. Since the property is nearing the point

of development, its special benefits increase. In addition, these properties are generally sold soon after completion of improvements, so the properties receive the additional benefit of desirability from prospective buyers due to the special benefits provided by proximity to improved parks and recreational facilities of the Park District. It is therefore determined that property with final map approval receives 50% of the relative benefit to improved property of similar use-type.

### **OTHER PROPERTIES**

Article XIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

All properties that are specially benefited are assessed. Other publicly owned property that is used for business purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the Improvements and are assessed an SFE benefit factor of 0.

### **DURATION OF ASSESSMENT**

It is proposed that the Assessment be levied for fiscal year 2001-02 and continued every year thereafter, so long as the parks and recreational areas need to be improved and maintained. Pleasant Valley Recreation and Park District requires funding from the Assessments for its Improvements in the Improvement District. As noted previously, the Assessment can continue to be levied annually after the Pleasant Valley Recreation and Park District Board of Directors approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the District Board of Directors must hold an annual public hearing to continue the Assessment.

### **APPEALS AND INTERPRETATION**

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the General Manager or her or his designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the General Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the General Manager or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the General Manager or his or her designee is

authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the General Manager or her or his designee, shall be referred to the Board of the Pleasant Valley Recreation and Park District and the decision of the Board of the Pleasant Valley Recreation and Park District shall be final.

## ASSESSMENT

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**WHEREAS**, on February 1, 2017 the Pleasant Valley Recreation and Park District Board of Directors adopted its Resolution Designating Engineer of Work, and Directing Preparation of the Engineer's Report for the Pleasant Valley Recreation and Park District, County of Ventura, California;

**WHEREAS**, said Resolution directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the Improvement District and an assessment of the estimated costs of the improvements upon all assessable parcels within the Improvement District, to which Resolution and the description of the Improvements therein contained, reference is hereby made for further particulars;

**NOW, THEREFORE**, the undersigned, by virtue of the power vested in me under said Act and the order of the Board of said Pleasant Valley Recreation and Park District, hereby make the following assessment to cover the portion of the estimated cost of the improvements, and the costs and expenses incidental thereto to be paid by the Improvement District.

The amount to be paid for the Improvements and the expense incidental thereto, to be paid by the Improvement District for the fiscal year 2017-18 is generally as follows:

**TABLE 5 - SUMMARY COST ESTIMATE**

	<i>F.Y. 2017-18</i>
	<u><i>Budget</i></u>
Parks Maintenance	\$4,047,778
Parks Improvements	\$1,164,859
Contingency and Reserve	\$1,006,392
Incidental Expenses	\$30,266
<b>TOTAL BUDGET</b>	<u>\$6,249,295</u>
Less:	
Beginning Fund Balance (July 1, 17)	(\$981,588)
Park District Contribution	(\$4,195,405)
<b>NET AMOUNT TO ASSESSMENTS</b>	<u>\$1,072,301</u>

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Improvement District. The distinctive number of each parcel or lot of land in the said Improvement District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion said net amount of the cost and expenses of said improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within said Improvement District, in accordance with the special benefits to be

received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the Los Angeles Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2015 to December 2016 was 1.96%. Therefore, the maximum authorized assessment rate for fiscal year 2017-18 is increased by 1.96% which equates to \$38.95 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2017-18 at the rate of \$38.95.

The assessment is made upon the parcels or lots of land within the Improvement District in proportion to the special benefits to be received by the parcels or lots of land, from said improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Ventura for the fiscal year 2017-18. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2017-18 for each parcel or lot of land within the Improvement District.

Dated: April 20, 2017

Engineer of Work



A handwritten signature in blue ink, appearing to read "John W. Bliss".

By \_\_\_\_\_  
John Bliss, License No. C52091

## ASSESSMENT DIAGRAM

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The Improvement District includes all properties within the boundaries of the Pleasant Valley Recreation and Park District. The boundaries of the Improvement District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Improvement District are those lines and dimensions as shown on the maps of the Assessor of the County of Ventura, for fiscal year 2017-18, and are incorporated herein by reference, and made a part of this Diagram and this Report.

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FILED IN THE OFFICE OF THE GENERAL MANAGER OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, COUNTY OF VENTURA, CALIFORNIA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

GENERAL MANAGER

RECORDED IN THE OFFICE OF THE GENERAL MANAGER OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, COUNTY OF VENTURA, CALIFORNIA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

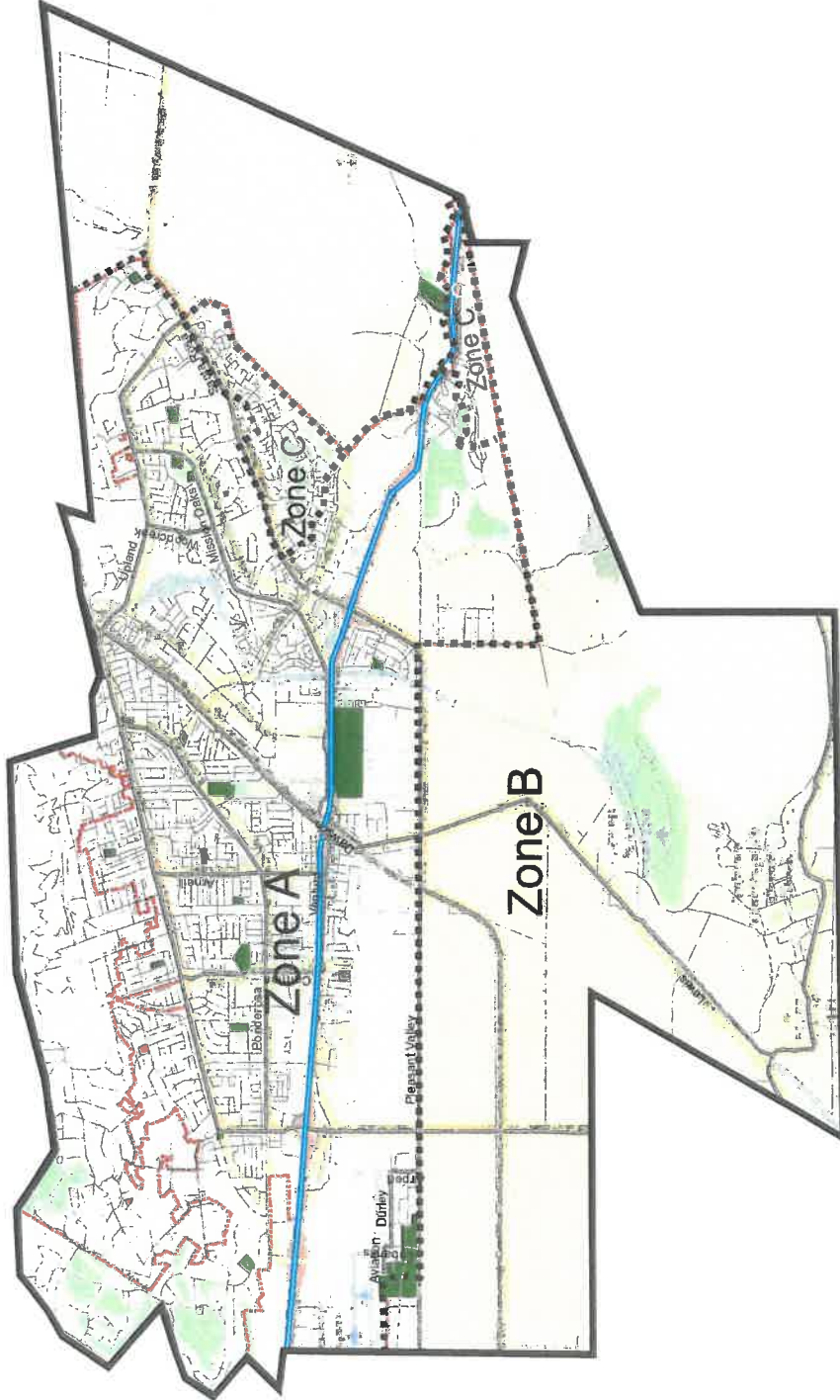
GENERAL MANAGER

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 FOR FISCAL YEAR 2017-18 AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF VENTURA ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

GENERAL MANAGER

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AT THE REQUEST OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT.

COUNTY AUDITOR, COUNTY OF VENTURA



Note: REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF VENTURA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.

**Legend**

- Interstate
- Major Road
- Local Road
- Parks
- District Boundary Line
- City boundaries
- Zone of Benefit Boundary

N  
W E  
S

SCI Consulting Group  
4745 Wangsels Blvd  
Felipfield, Ca 94534  
707-430-4300

**Pleasant Valley Recreation and Park District  
Park Maintenance and Recreation Improvement District  
Assessment Diagram**

**APPENDIX A - 2017-18 ASSESSMENT ROLL**

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Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this report. These records shall govern for all details concerning the description of the lots or parcels.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
ASSESSMENT DISTRICT  
LEVIES AND % INCREASE  
SINCE INCEPTION**

<b>YEAR</b>	<b>LEVY</b>	<b>BOARD APPROVED INCREASE \$</b>	<b>BOARD APPROVED INCREASE %</b>	<b>ALLOWED 3%</b>	<b>LA REGION CPI URBAN ALL CONSUMERS</b>
2001-2002	27.00	N/A	N/A	27.00	N/A
2002-2003	27.56	0.56	2.10%	27.81	2.07%
2003-2004	28.40	0.84	3.00%	28.64	3.73%
2004-2005	29.10	0.70	2.50%	29.50	1.80%
2005-2006	29.10	-	0.00%	30.39	4.39%
2006-2007	30.88	1.78	6.00%	31.30	4.46%
2007-2008	31.80	0.92	3.00%	32.24	3.29%
2008-2009	32.76	0.96	3.00%	33.21	4.16%
2009-2010	33.74	0.98	3.00%	34.20	0.11%
2010-2011	34.76	1.02	3.00%	35.23	1.83%
2011-2012	35.30	0.54	1.58%	36.29	1.34%
2012-2013	36.06	0.76	2.11%	37.37	2.11%
2013-2014	36.76	0.70	1.90%	38.50	1.90%
2014-2015	37.18	0.42	1.14%	39.65	1.14%
2015-2016	37.44	0.26	0.72%	40.84	0.72%
2016-2017	38.20	0.76	2.03%	42.07	2.03%
2017-2018	38.95	0.75	1.96%	43.33	1.96%

**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: May 3, 2017**

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

**RECOMMENDATION**

It is recommended the Board approve bid specifications for asphalt replacement work needed at the Bob Kildee Park parking lot and direct staff to solicit proposals for the approved bid specifications.

**BACKGROUND**

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

This Capital Improvement Project was identified in the FY 2013/2018 Capital Improvement Plan. The project was approved as part of the Capital Budget for FY 2016/2017. Staff sent out an RFP and five (5) companies responded to the mandatory job walk. Of the five (5), only one (1) submitted a bid. During a special board meeting held on October 20, 2016, staff recommended that the Board reject the only bid received as it was not completed to the bid specifications. The funding and project are designed to repair and maintain asphalt parking lots, pathways, and surfaces throughout the Park District.

A major section of the Bob Kildee Park parking lot had a row of six pine trees that, over the years, had roots protrude through the asphalt causing a safety concern for the public and District. These trees were approximately 48 years old and due to the limited space and watering source, the asphalt grew together and created one large tree mass. On March 29-30, 2017 these trees were cut down and removed. Currently, the tree roots are lifting the asphalt which has created both safety and liability issues for park patrons and their vehicles.

**ANALYSIS**

As part of this project the Board asked staff to examine the possibilities of expanding parking as well as the potential costs associated with this project. Currently, there are two options: 1) Leave the current design of the parking lot and address the maintenance or 2) Redesign the parking lot and expanding the ½ circle near the restrooms and address the maintenance.

The first option is to address the current needs of the parking lot which includes the following items: 1) remove approx. 7000 square feet (sq ft.) of raised asphalt, 2) grade and compact

subgrade, 3) install approximately 105 Linear feet of 2"x4" header board and pave back with 3" of hot mix asphalt, 4) pulverize approximately 85,000 square feet of asphalt 5) clean approx. 42,000 sq. ft. of asphalt and apply Type 1 road slurry. The last step will be to restripe the parking lot to match the existing parking pattern.

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

Staff met with Mark Petit of Lauterbach & Associates Architects who designed the Boys and Girls Club addition and additional parking in 1995. As part of the original process he met with the Boys and Girls Club as well as with John Williamson, the District's General Manager at the time. It was determined not to change the overall flow of the parking lot due to the following items: 1) removing the Monterey Pines would only gain one parking space, 2) Engineers report would need to address potential drainage issues with the slope difference, and 3) maintaining a safe entrance and exit.

Option two would be to examine the following: 1) expand the circular driveway and design 8-10 additional parking stalls, 2) place ballards in the driveway closest to the restroom which would gain 3 to 4 spots. If the District chooses to move forward with this option, it would require removing approximately 800 square feet of walkway and 900 square feet of turf, the removal of 2 to 3 trees, and could cost approximately \$75,000 to \$90,000. These costs would include: 1) Civil Engineer to design, 2) MS-4 report for drainage, 3) City permits and plan check, and 4) Construction costs. This process would take approximately 2 to 3 months. This would be in addition to the current cost of fixing the parking lot.

#### **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 asphalt replacement work needed at the Bob Kildee Park Parking Lot and direct staff to solicit proposals for the approved bid specifications.

#### **ATTACHMENTS**

- 1) Bid Specification (59 pages)
- 2) RFP (6 pages)
- 3) Photo (1 page)

SPECIFICATIONS FOR

BOB KILDEE PARKING LOT AND WALKWAYS

PULVERIZE APPROXIMATELY 85,000 SQUARE FEET OF ASPHALT RE-GRADE TO EXISTING LEVELS FOR DRAINAGE, THEN COMPACT SUBGRADE TO 90% OR GREATER AND PAVE BACK 3 INCHES OF HOT MIX ASPHALT, REMOVE AND REPLACE APPROXIMATELY 7000 SQ FT OF RAISED ASPHALT DUE TO TREE ROOTS, INSTALL APPROXIMATELY 105 LINEAR OF 2X4 HEADER BOARD REMOVE ANY EXISTING TREE ROOTS, CLEAN APPROX 42,000 SQ FT OF ASPHALT SOUTH OF THE BOYS AND GIRLS CLUB AND USE TYPE 1 ROAD SLURRY. FOG SEAL UNDER THE BLEACHERS. RE-STRIPE TO MATCH EXISTING PARKING PATTERNS

AT

BOB KILDEE PARK

1030 TEMPLE AVENUE

CAMARILLO, CALIFORNIA 93010

MAY 3, 2017

PLEASANT VALLEY RECREATION AND PARK DISTRICT

Camarillo, California

**Project Number:  
BK-2017 AB**

PLEASANT VALLEY RECREATION AND PARK DISTRICT  
REMOVING, REPLACING, PATCHING, SLURRYING AND STRIPING  
SPECIFICATION NUMBER BK-2017 AB  
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# PLEASANT VALLEY RECREATION & PARK DISTRICT

1605 East Burnley Street  
Camarillo, California  
93010

## NOTICE INVITING BIDS

For the Construction to pulverize, grade, compact subgrade to 90% or greater and pave back 3 inches of hot mix asphalt, remove and replace approximately 7000 Sq. Ft of asphalt do to tree root damage and dispose of debris, install approximately 105 linear feet of 2x4 header board, clean approximately 42,000 Sq. Ft of asphalt parking lot and walkways south of the Boys and Girls Club and apply type 1 road slurry and fog seal berms and under bleachers and restripe to match existing markings.

[Specification No. Bk-2017-AB]

N-1 NOTICE IS HEREBY GIVEN that sealed bids will be received by Pleasant Valley Recreation & Park District, a public agency (hereinafter "District"), at its office, 1605 East Burnley Street, Camarillo, California 93010, until 2:00 p.m. on Tuesday, June 13, 2017 at which time and place the bids will be publicly opened and read aloud for the construction (including the furnishing of all labor, materials, tools, services, materials, supplies, transportation, equipment, utilities, and other necessary items and facilities) of the work and all appurtenances thereto as described in Section N-3. All Work must be performed in strict accordance with the specifications and drawings on file at the office of District. Bids shall be submitted in sealed envelopes marked as directed in Section 5 of the Instructions to Bidders. **Bids received after the deadline specified will be returned unopened to the bidder.**

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

N-3 DESCRIPTION OF WORK - The work contemplated under this project is furnishing all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees, and other costs incidental to the Work) required for pulverizing approximately 85,000 sq ft of asphalt, re-grade to existing levels, compact to 90% or greater and pave back with 3 inches of hot mix asphalt, remove and replace approximately 7000 Sq Ft of raised asphalt caused by tree roots, remove tree roots and dispose of debris, install 105 linear feet of 2x4 header board, grade and compact subgrade to 90% or greater and pave back with 3" inches of hot mix asphalt, clean approximately 42,000 Sq. Ft. of existing asphalt parking lot and walkways south of the boys and girls club and apply Type 1 road slurry, fog seal all asphalt berms and under the bleachers, then re-stripe to match existing striping plan to include red curbs and blue handicap as well. (the "Work").

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

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

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

N-7 PREBID CONFERENCE AND SITE INSPECTION. Interested bidders and third parties shall attend a Prebid Conference and Site Inspection on **Monday June 5, 2017 commencing at 10:00 a.m., at Bob Kildee Park project site.** The Prebid Conference and Site Inspection are **mandatory** for submission of a bid. The Prebid Conference and Inspection shall begin promptly at the listed time.

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

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

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

N-11 PREVAILING WAGE RATES - Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for the locality where the work is to be performed. A copy of the wage rate schedule is on file at the office of District and shall be made available upon request. The Contractor shall post a copy of the schedule at the Work site. The Contractor and any of

its subcontractors shall pay not less than the specified prevailing rate of per diem wages for general, holiday and overtime work to all workers employed in the execution of this contract.

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

N-13 CONTRACT DOCUMENTS -- A full set of Contract Documents is available for inspection without charge from the District's web site and are hereby made a part of this Notice Inviting Bids.

DATED: \_\_\_\_\_

PLEASANT VALLEY RECREATION & PARK  
DISTRICT

BY  
MARY OTTEN, GENERAL MANAGER

## INSTRUCTIONS TO BIDDERS

### 1. SCOPE OF WORK

The work contemplated under this project is furnishing all materials, labor, equipment, tools services, transportation utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees and other costs incidental to the Work) required for pulverizing approximately 85,000 sq ft of asphalt, re-grade to existing levels, compact to 90% or greater and pave back with 3 inches of hot mix asphalt, remove and replace approximately 7000 Sq Ft of raised asphalt caused by tree roots, remove tree roots and dispose of debris, install 105 linear feet of 2x4 header board, grade and compact subgrade to 90% or greater and pave back with 3" inches of hot mix asphalt, clean approximately 42,000 Sq. Ft. of existing asphalt parking lot and walkways south of the boys and girls club and apply Type 1 road slurry, fog seal all asphalt berms and under the bleachers, then re-stripe to match existing striping plan to include red curbs and blue handicap as well. (the "Work").

### 2. INTERPRETATION OF DRAWINGS AND DOCUMENTS

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

### 3. ADDENDA OR BULLETINS

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

### 4. PROPOSALS

Proposals (bids) shall be made on a form included in these Specifications. Numbers shall be stated both in writing and in figures and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Proposals should not contain any recapitulation of the work to be done, and alternative proposals will not be considered unless called for. No oral, telegraphic, fax, email or telephonic

proposals or modifications will be considered. Proposals shall be mailed or delivered in a sealed envelope, clearly marked "Bid #BK-2017-AB" to the Pleasant Valley Recreation and Park District, Parks Service Manager, 1605 East Burnley Street, Camarillo, CA 93010 (District office), and shall arrive no later than **2:00 p.m. on Tuesday June 13, 2017** in the District office, whereupon the bids will be opened at 2:15 p.m. Bidders or their representative or other interested parties may be present at the opening of the bids. inclusive, of the Public Contract Code of the State of California, every bidder shall in his bid set forth:

- 4.1. The name and location of the place of business of each subcontractor who will perform the work or labor, or render service to the bidder in or about the work, in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidders' total bid.
- 4.2. The portion of the work which will be done by each such subcontractor.
- 4.3. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2 of 1%) of the Bidders' total bid, he agrees to perform that portion himself. The successful Bidder shall not without consent of the District either:
- 4.4. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
- 4.5. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
- 4.6. Sublet or subcontract any portion of the work in excess of one-half of one percent (1/2 of 1%) of the total bid as to which his original bid did not designate the subcontractor.
- 4.7. Proposals must be accompanied with a certified check, cashier's check or bidder's bond (in the mandatory form provided within these Contract Documents), for an amount not less than ten percent (10%) of the total bid amount proposed by the Bidder, made payable to the order of the District. Said check or bond shall be given as a guarantee that the Bidder will timely enter into a contract if awarded the work, and in case of refusal or failure to enter into said contract, the check or bond as the case may be, shall be forfeited to the District.
- 4.8. The Contract will be awarded to the lowest responsible, responsive bidder on the basis of the total cost for all work indicated.
- 4.9. Each bid must conform and be responsive to the Contract Documents. Failure to conform to the bid instructions may render a bid non-responsive. Submission of the following Bid forms is required:

4.9.1. Bid Form

4.9.2. Bid Schedule of Work and Prices

4.9.3. Designation/List of Subcontractors (if none, indicate N/A)

4.9.4. Non-Collusion Declaration

4.9.5. Bidders Questionnaire

4.9.6. Bid Security Form

5. WITHDRAWAL OF BID

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

6. OPENING OF BIDS

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

7. AWARD OR REJECTION OF BIDS

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

8. PREVAILING WAGES

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

bid proposal for a public works project, or perform work on a public works project.

- b. The successful bidder and any of its subcontractors shall review and comply with the Assembly Bill 219.

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

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

10. PLAN HOLDER REQUIREMENTS **NO PLANS FOR THIS PROJECT**

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

11. CLASSIFICATION OF CONTRACTORS' LICENSE(S)

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

12. TIME IS OF THE ESSENCE

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

13. SECURITIES WITHHELD TO ENSURE PERFORMANCE

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



**BID FORM**

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

June 13, 2017 @ 2:00 P.M.

Board of Directors:

Ladies/Gentlemen:

Having carefully examined the Notice Inviting Bids, Instructions to Bidders, the General Conditions, the Special Conditions, and Plans and Specifications, any addenda thereto, and any other Contract Documents, and having examined the Site of the Work, the locality where the Work is to be performed and local conditions thereto, the legal requirements (applicable federal, state and local laws, ordinances, rules and regulations) for the Work, the conditions affecting cost, progress and performance (including but not limited to bid quantities and specifications.) The work contemplated under this project is furnishing all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees, and other costs incidental to the Work) required for pulverizing approximately 85,000 sq ft of asphalt, re-grade to existing levels, compact to 90% or greater and pave back with 3 inches of hot mix asphalt, remove and replace approximately 7000 Sq Ft of raised asphalt caused by tree roots, remove tree roots and dispose of debris, install 105 linear feet of 2x4 header board, grade and compact subgrade to 90% or greater and pave back with 3" inches of hot mix asphalt, clean approximately 42,000 Sq. Ft. of existing asphalt parking lot and walkways south of the boys and girls club and apply Type 1 road slurry, fog seal all asphalt berms and under the bleachers, then re-stripe to match existing striping plan to include red curbs and blue handicap as well. (the "Work"). Located at the Bob Kildee Park, 1030 Temple Ave, Camarillo, California 93010, and to accept in full payment thereof the Base Bid Grand Total Bid Price (based on the Lump Sum) set forth in the attached Bid Schedule of Work and Prices, upon which award of this Contract will be made. The contract price includes the costs of bonds, insurance, license and permit fees, taxes and any other item. Cost or expense incidental to this Contract. In the case of discrepancies between words and figures, the words shall prevail.

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

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

MANDATORY FORM

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

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

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

Bidder Acknowledges Receipt of the Following Bid Addenda:

No. 1 \_\_\_ Date \_\_\_\_\_

No. 2 \_\_\_ Date \_\_\_\_\_

No. 3 \_\_\_ Date \_\_\_\_\_

No. 4 \_\_\_ Date \_\_\_\_\_

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

Name of Surety \_\_\_\_\_

Address \_\_\_\_\_

Surety Company Agent \_\_\_\_\_

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

Bidder (Business) Name \_\_\_\_\_ Federal Taxpayer ID No. \_\_\_\_\_

Contractor's License(s) No. \_\_\_\_\_ Type \_\_\_\_\_ Expiration Date \_\_\_\_\_

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

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

Date: \_\_\_\_\_, 2017

**AUTHORIZED SIGNATURES**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Bidder's Business Address:

\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

**BIDDER'S NAME:** \_\_\_\_\_

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

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

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

**BASE BID GRAND TOTAL (Bid Prices in Words)** \_\_\_\_\_

**DEDUCTIVE ALTERNATES**

N/A

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

## DESIGNATION OF SUBCONTRACTORS

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

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

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

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

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

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

**LIST OF SUBCONTRACTORS**  
(Add sheets as necessary)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Telephone: ( \_\_\_\_\_ )

State License No. \_\_\_\_\_ Expiration Date (State License) \_\_\_\_\_

Type of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Telephone: ( \_\_\_\_\_ )

State License No. \_\_\_\_\_ Expiration Date (State License) \_\_\_\_\_

Type of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Telephone: ( \_\_\_\_\_ )

State License No. \_\_\_\_\_ Expiration Date (State License) \_\_\_\_\_

Type of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Telephone: ( \_\_\_\_\_ )

State License No. \_\_\_\_\_ Expiration Date (State License) \_\_\_\_\_

Type of Work: \_\_\_\_\_

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

[Must Be Notarized]

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_

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

**BID SECURITY FORM**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of \_\_\_\_\_, 2017

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Seal and Notarial Acknowledgement of Surety)

\_\_\_\_\_  
Principal (Signature)

\_\_\_\_\_  
Surety (Signature)



## **MANDATORY FORM**

### **NOTE:**

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

**BOB KILDEE PARK RENOVATION**

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

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

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

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

9	Has Bidder or Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition		
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**EVALUATION ELEMENTS**

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

Contractor Officer's Signature:

\_\_\_\_\_

Title

\_\_\_\_\_

Date

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

# AGREEMENT

## Bob Kildee Parking Lot and Walkways

THIS AGREEMENT, made and entered into on \_\_\_\_\_ 2017 by  
and between Pleasant Valley Recreation & Park District, a public entity, hereinafter referred to  
as "Owner," and

---

---

Hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined in Article 1.1 of the General Conditions, are hereby incorporated in and made a part of this Agreement as though fully set forth herein. If there exist any provisions of local, state or federal laws, ordinances or regulations which are required to be expressly set forth in the Contract Documents and have not been included therein, such provisions are incorporated herein as if expressly set forth.
2. For and in consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to perform the Work generally described as all materials, labor, equipment, tools, services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees and other costs incidental to the Work) required for pulverizing approximately 85,000 sq ft of asphalt, re-grade to existing levels, compact to 90% or greater and pave back with 3 inches of hot mix asphalt, remove and replace approximately 7000 Sq Ft of raised asphalt caused by tree roots, remove tree roots and dispose of debris, install 105 linear feet of 2x4 header board, grade and compact subgrade to 90% or greater and pave back with 3" inches of hot mix asphalt, clean approximately 42,000 Sq. Ft. of existing asphalt parking lot and walkways south of the boys and girls club and apply Type 1 road slurry, fog seal all asphalt berms and under the bleachers, then re-stripe to match existing striping plan to include red curbs and blue handicap as well. (the "Work"). Located at 1030 Temple Ave, Camarillo, California 93010, as specifically set forth in said Contract Document entitled Bob Kildee Parking Lot for which award of contract was made; to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees by acquisition of workers' compensation insurance or by qualification as a self-insurer. Contractor shall perform the Work in accordance with any local, state and federal ordinances, laws and regulations applicable to the Work, including but not limited to those pertaining to the safety of workers performing the Work, payment of prevailing wages to workers employed on the Work, and compliance with all provisions of the California Labor Code. Applicable to the Work, which (consistent with Section 1 hereto) are incorporated by reference hereto as if specifically set forth.

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

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

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

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

"OWNER"

"CONTRACTOR"

By: \_\_\_\_\_

License No(s). \_\_\_\_\_

Its: \_\_\_\_\_  
[TITLE]

Expiration Dates(s) \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_  
[TITLE]

Its: \_\_\_\_\_  
[TITLE]

Address: For Giving Notice to Owner

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Its: \_\_\_\_\_  
[TITLE]

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



## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for performance of Work generally described as all materials, labor, equipment, tools services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees and other costs incidental to the Work) required for pulverizing approximately 85,000 sq ft of asphalt, re-grade to existing levels, compact to 90% or greater and pave back with 3 inches of hot mix asphalt, remove and replace approximately 7000 Sq Ft of raised asphalt caused by tree roots, remove tree roots and dispose of debris, install 105 linear feet of 2x4 header board, grade and compact subgrade to 90% or greater and pave back with 3" inches of hot mix asphalt, clean approximately 42,000 Sq. Ft. of existing asphalt parking lot and walkways south of the boys and girls club and apply Type 1 road slurry, fog seal all asphalt berms and under the bleachers, then re-stripe to match existing striping plan to include red curbs and blue handicap as well. (the "Work"). Located at 1030 Temple Ave, Camarillo, California 93010, as specifically set forth in said Contract Document entitled Bob Kildee Park, and is required under the terms of the Contract Documents to give this bond in connection with the execution of said contract:

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

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

WITNESS on this day \_\_\_\_\_ day of \_\_\_\_\_, 20

Contractor:  
By: \_\_\_\_\_

Surety:  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Home Office Address: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Attorney-in-Fact \_\_\_\_\_

Address: \_\_\_\_\_

SEAL

Phone: \_\_\_\_\_

## FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No. \_\_\_\_\_

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

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for performance of the Work generally described as all materials, labor, equipment, tools services, transportation utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds license and permit fees and other costs incidental to the Work) required for pulverizing approximately 85,000 sq ft of asphalt, re-grade to existing levels, compact to 90% or greater and pave back with 3 inches of hot mix asphalt, remove and replace approximately 7000 Sq Ft of raised asphalt caused by tree roots, remove tree roots and dispose of debris, install 105 linear feet of 2x4 header board, grade and compact subgrade to 90% or greater and pave back with 3" inches of hot mix asphalt, clean approximately 42,000 Sq. Ft. of existing asphalt parking lot and walkways south of the boys and girls club and apply Type 1 road slurry, fog seal all asphalt berms and under the bleachers, then re-stripe to match existing striping plan to include red curbs and blue handicap as well. (the "Work"). Located at 1030 Temple ave, Camarillo, California 93010, as specifically set forth in said Contract Document entitled Bob Kildee Parking Lot and is required under the terms of the Contract Documents to give this bond in connection with the execution of said contract;

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

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

FURTHER PROVIDED, that, as provided in Article 15 of the General Conditions entitled "Termination of Contract," and upon termination in accordance with said Article 15, if the direct and indirect costs of completing the Work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the Work, exceed the balance due the Contractor, on failure of Contractor to pay, the Surety

shall pay on demand by Owner. Any portion of such difference not paid by Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of ten percent (10%) per annum or the maximum rate authorized by California law, whichever is lower.

## ALTERNATE BID

### A. ALTERNATE BID PROCEDURE

- a. The District shall determine which alternates are selected for inclusion in the Contract.
- b. The District reserves the right to select any, all, or none of the alternates. The selection of alternates shall not affect the selection of the lowest responsible bidder.
- c. Alternates are described briefly in this section.
- d. Coordinate alternates with related work to ensure that the work affected by each selected alternate is properly accomplished.
- e. Award of the CONTRACT will be made based on funding identified in the budget process.

### B. ALTERNATE BID ITEM

- a. Remove asphalt driveway and turf to expand the parking lot on the round-a-bout. The following items must be included in alternate item a:
  - i. Remove approximately 800 square feet of asphalt.
  - ii. Remove approximately 900 square feet of turf.
  - iii. Stripe approximately 8-10 stalls also handicap stalls.
  - iv. Save all trees if possible.

## GENERAL CONDITIONS

### ARTICLE 1 CONTRACT DOCUMENTS

#### 1.1 CONTRACT DOCUMENTS

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

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

## **1.2 EXECUTION OF CONTRACT**

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

### **1.3 DRAWINGS AND SPECIFICATIONS**

1.3.1 The specifications, for convenience, are arranged in the several sections indicated, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the Contractor and the Subcontractors.

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

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

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

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

### **1.4 COPIES FURNISHED**

- 1.4.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work. All drawings, specifications and copies thereof furnished by the District are and shall remain his property. They are not to be used on any other project and are to be returned to the District on request at the completion of the work.

## **ARTICLE 2 DISTRICT**

### **2.1 ADMINISTRATION OF THE CONTRACT**

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



programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

2.1.10 Based on such observations and the contractor's Applications for Payment, the District will determine the amounts owing to the contractor and will issue Certificates for Payment.

2.1.11 The District will not be responsible for the acts or omissions of the Contractor, any subcontractors, or any of their agents or employees, or any other person performing any of the work.

### **ARTICLE 3 INSPECTOR**

#### **3.1 INSPECTOR**

3.1.1 The District may assign one or more inspectors to the Work. Substitutes may be used during absence of the assigned Inspector. The Inspector has the following authority:

3.1.2 To view the Work, sample and test components (at the site, off-site and at manufacturing locations), and discuss the Work with the Contractor's field representative.

3.1.3 To determine compliance with the Plans and Specifications and other Contract Documents. The Inspector may issue warnings of non-compliance.

3.1.4 To issue stop work notices in the following two instances only:

- a. Where a safety hazard exists that has an immediate potential for serious injury or death.
- b. Where the operation in progress, if continued, could be averse to the District's interest.

### **ARTICLE 4 CONTRACTOR**

#### **4.1 CONTRACTOR**

4.1.1 The Contractor shall not be deemed or construed to be an employee of

the District but shall always be deemed to be an independent Contractor and shall have all the privileges and rights and be charged with all duties and obligations accorded to and placed by law on independent contractors.

## **4.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

4.2.1 The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

4.2.2 The Contractor warrants to the District that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents.

4.2.3 Whenever any materials, apparatus, equipment, or process is indicated or specified by patent or proprietary name, and/or by the name of the manufacturers, the name so indicated or specified shall be deemed and construed to be followed by the words "or equivalent in quality and utility." Within thirty (30) days after the award of the Contract the Contractor may submit to the District for approval proposed substitutions for items specified with all data required to make a complete analysis. If a substitute offered by the Bidder shall not be deemed by the District to be equal to that so indicated or specified, then the successful bidder, as Contractor, shall furnish, erect, or install the material, apparatus, equipment, or process indicated or specified by name.

## **4.3 COMPLIANCE WITH LAWS; NOTICES; PERMITS AND FEES**

4.3.1 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work, especially those relating to the safety of workers and all persons who may come into contact with the job. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the District in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District, he shall assume full responsibility therefore and shall bear all cost and liabilities attributable thereto.

4.3.2 The Contractor shall make application for and secure the General Building Permit from the City or County, in which the work is located, if such permit is required. The Contractor shall pay all other fees and secure all other permits required and necessary to complete the work.

**4.4 CASH ALLOWANCES N/A**

**4.5 RESPONSIBILITY FOR THOSE PERFORMING THE WORK**

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

**4.6 PROGRESS SCHEDULE**

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

**4.7 SHOP DRAWINGS AND SAMPLES**

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

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

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

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

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

#### **4.8 INDEMNIFICATION**

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

- 4.8.2 In any and all claims against the District or any of their agents directors, officers or employees, by any employee of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by an of them or anyone for whose acts any of them may be liable, the indemnification obligation in the Agreement (Contract) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefits acts or other employee benefit acts.
- 4.8.3 The obligations of the Contractor shall NOT extend to the liability of the District, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the District, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- 4.8.4 Consistent with Public Contract Code Section 9201, the District shall timely notify Contractor if it receives any third-party claims attributable to the Work, and Contractor shall reimburse District for its reasonable costs in connection therewith. Contractor shall also timely notify District in the event Contractor receives such notice of third-party claims attributable to the Work.

## **ARTICLE 5**

### **SUBCONTRACTORS**

#### **5.1 SUBCONTRACTORS**

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

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

#### **5.2 SUBCONTRACTS**

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

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

#### **5.3 RELATION OF CONTRACTOR AND SUBCONTRACTOR**

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

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

## **5.4 PAYMENTS TO SUBCONTRACTORS**

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

## **ARTICLE 6 SEPARATE CONTRACTS**

### **6.1 DISTRICT'S RIGHT TO AWARD SEPARATE CONTRACTS**

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

### **6.2 MUTUAL RESPONSIBILITY OF CONTRACTORS**

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

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

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

## **ARTICLE 7**

### **MISCELLANEOUS PROVISIONS**

#### **7.1 SUCCESSORS AND ASSIGNS**

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

#### **7.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK**

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



### **7.3 ROYALTIES AND PATENTS**

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

### **7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

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

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

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

### **7.5 OCCUPANCY**

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

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

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

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

### **7.6 GUARANTEE**

7.6.1 The Contractor shall be held responsible for and must make good any defects, through faulty, improper or inferior workmanship or materials, arising or discovered in any part of his Work for a minimum of one-year (1),

or longer if specified or required elsewhere, after completion and acceptance of his work. The Bond for Faithful Performance, furnished by the Contractor, shall cover such defects and protect the District against them.

7.6.2 The Contractor shall be responsible for all damage to any part of the project Work caused by leaks, breaks, or other failure due to faulty material or workmanship within a period of one-year (1) after completion and final acceptance.

7.6.3 All guarantees must be submitted to the District before the final installment of the Contract will be approved for payment.

## **7.7 TESTS**

7.7.1 The District shall select the testing laboratory to perform required inspections and tests.

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

## **7.8 DISPUTE RESOLUTION**

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

## **ARTICLE 8**

### **TIME**

#### **8.1 TIME**

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

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

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

#### **8.2 PROGRESS AND COMPLETION**

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

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

#### **8.3 DELAYS AND EXTENSIONS OF TIME**

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

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

**ARTICLE 9  
PAYMENTS AND COMPLETION**

**9.1 SCHEDULE OF VALUES**

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

**9.2 PROGRESS PAYMENTS**

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

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

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

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

### **9.3 CERTIFICATES FOR PAYMENT**

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

### **9.4 PAYMENTS WITHHELD**

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

### **9.5 SUBSTANTIAL COMPLETION**

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

## **FINAL PAYMENT**

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

## **9.6 LIENS**

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

## **ARTICLE 10**

### **EMPLOYMENT AND WAGES**

#### **10.0 EMPLOYMENT QUALIFICATIONS**

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

#### **WAGE RATES**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 12 INSURANCE**

### **LIABILITY INSURANCE**

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

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

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

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

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

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

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



Coverage shall be at least as broad as:

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

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

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

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

Contractor, and its employees, agents and subcontractors.

- e. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to the district.
- f. Contractor shall furnish District with original certificates and endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on forms otherwise acceptable to the District, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- g. Contractor's compliance with these provisions does not modify or eliminate in any way Contractor's indemnity and defense obligations as set forth elsewhere in these Contract Documents.

## **ARTICLE 13**

### **CHANGES IN THE WORK**

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

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

### **COST DETERMINATION**

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

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

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

Six percent (6%) of the net extra cost (including any overhead and profit allowed by the Contractor to the Subcontractor within the percentages above prescribed) to the Contractor of all subcontracted work involved in the change.

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

#### **MINOR CHANGE IN THE WORK**

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

#### **CLAIMS FOR EXTRA COST**

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

### **ARTICLE 14**

#### **CORRECTION OF WORK**

##### **UNCOVERING OF WORK**

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

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

## **CORRECTION OF WORK**

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

If, within one year (1) after the Date of Substantial Completion any of the work is found to be defective or to in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the District to do so unless the District has previously given the Contractor a written notice of such condition. The District shall give such notice promptly after discovery of the condition.

## **ARTICLE 15 TERMINATION OF CONTRACT**

### **STOPPAGE OF WORK**

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

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

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

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

## **ARTICLE 16**

### **MISCELLANEOUS PROVISIONS**

#### **ADDITIONAL MISCELLANEOUS PROVISIONS**

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

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

#### **END OF SECTION**

#### **SPECIAL CONDITIONS**

##### **1.1 SCOPE OF WORK**

The work contemplated under this project is furnishing all materials, labor, equipment, tools services, transportation, utilities, supervision and other necessary items and facilities (and including payment of all taxes, insurance, bonds, license and permit fees and other costs incidental to the work) ) required for pulverizing approximately 85,000 sq ft of asphalt, re-grade to existing levels, compact to 90% or greater and pave back with 3 inches of hot mix asphalt, remove and replace approximately 7000 Sq Ft of raised asphalt caused by tree roots, remove tree roots and dispose of debris, install 105 linear feet of 2x4 header board, grade and compact subgrade to 90% or greater and pave back with 3" inches of hot mix asphalt, clean approximately 42,000 Sq. Ft. of existing asphalt parking lot and walkways south of the boys and girls club and apply Type 1 road slurry, fog seal all asphalt berms and under the bleachers, then re-stripe to match existing striping plan to include red curbs and blue handicap as well. (the "Work"). Located at 1030 Temple Ave, Camarillo, California 93010, This job is on a tight schedule and the project will start on AUGUST 28, 2017 and finish before SEPTEMBER 22, 2017.

## 2.1 TIME OF COMPLETION

The work shall start on AUGUST 28, 2017, exact date to be determined, and completion will be sixty (60) days from Notice to Proceed.

## 3.1 LIQUIDATED DAMAGES AND EXTENSION OF TIME

Notwithstanding any liquidated damages provisions as specified in the Agreement, the Contractor and his surety shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, (including but not restricted to) Acts of God, or of the Public Enemy, Acts of the Government, Acts of the District, or Acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delay of subcontractors due to such causes. The Contractor shall within ten (10) days from the beginning of any such delay (unless the District shall grant a further period of time to the date of final settlement of the contract) notify the District, in writing, of the cause of delay, whereupon the District may extend the time for completing the work when in its judgement the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive on the parties hereto.

## 4.1 SURVEY OF EXISTING CONDITIONS

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

## 5.1 WATER AND ELECTRIC SERVICE

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

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

## 6.1 TEMPORARY FENCING

The Contractor shall provide all materials, equipment, tools, and labor as

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

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

#### 7.1 TOILET FACILITIES

The Contractor shall install temporary toilet facilities for use by the workmen during the entire construction period.

#### 8.1 WATCHMAN SERVICES

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

#### 9.1 ENUMERATION OF DRAWINGS

This section left blank.

#### 10.1 ENUMERATION OF SPECIFICATIONS **N/A**

The specifications (Project Manual) comprise sheets marked "Grading, AC Paving and Striping, Bob Kildee Parking Lot dated June 13, 2017, Inclusive of Division 1- General Requirements with assembly section numbers as listed:

DESCRIPTION	SPECIFICATION SECTION
Grading	31 22 00
Excavation	31 23 16
Fill	31 23 23
Asphalt Paving	32 12 16
Parking Bumpers	32 17 13
Painted Pavement Markings	32 17 23
Tactile Warning Surfacing	32 7 26

## 11.1 PLANS, SPECIFICATIONS, AND DETAILS

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

If a discrepancy exists, the governing ranking is:

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

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

## 12.1 SURVEYS

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

END OF SPECIAL CONDITIONS



**Bob Kildee Parking Lot  
Refurbishment**

**Request for Proposal:  
Due June 13, 2017, 2:00 pm**



**[www.pvrpd.org](http://www.pvrpd.org) • 805-482-1996**

**Bob Cerasuolo**  
**Park Services Manager**  
Pleasant Valley Recreation  
and Park District, Camarillo, CA  
805-482-5396  
[bobc@pvrpd.org](mailto:bobc@pvrpd.org)  
[www.pvrpd.org](http://www.pvrpd.org)

The Pleasant Valley Recreation and Park District (PVRPD) is soliciting proposals from qualified Asphalt Companies to pulverize the existing parking lot and re-use as base and add 3” inches of hot asphalt.

### **SCOPE OF WORK**

The District is seeking responsible bidder for the work required for pulverizing approximately 85,000 sq ft of asphalt, re-grade to existing levels, compact to 90% or greater and pave back with 3 inches of hot mix asphalt, remove and replace approximately 7000 Sq Ft of raised asphalt caused by tree roots, remove tree roots and dispose of debris, install 105 linear feet of 2x4 header board, grade and compact subgrade to 90% or greater and pave back with 3” inches of hot mix asphalt, clean approximately 42,000 Sq. Ft. of existing asphalt parking lot and walkways south of the boys and girls club and apply Type 1 road slurry, fog seal all asphalt berms and under the bleachers, then re-stripe to match existing striping plan to include red curbs and blue handicap as well. (the “Work”).

### **BASIC OF SPECIFICATIONS**

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

### **PROPOSAL PROCESS**

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

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

### **EVALUATION OF PROPOSALS**

District staff will review the proposals. The selected Contractor will be contacted 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 license and a City of Camarillo business license and the proper insurance and bonding
- Ability to possess a D.I.R number

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 seven (10) days of the District's Contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the various items of work.

**Contract award July 5, 2017**

**Project start date August 28, 2017**

**Project completion date no later than September 22, 2017**

## **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)

## **DESCRIPTION**

The work to be performed under this Specification, No. BK-2017-AB consists of furnishing, by the Contractor in accordance with the contract drawings and specifications and subject to the terms and conditions of the Contract, all materials, equipment, tools, labor and incidentals necessary for the construction of the proposed project, complete and in place.

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

## TIME LINE

Request for Proposals released, May 3, 2017  
Proposals must be received by Wednesday June 13, 2017, 2:00 p.m.  
Contract award July 5, 2017  
Project start date August 28, 2017  
Project completion date no later than September 22, 2017

## PROPOSAL DEADLINE

The deadline for the proposal is **Wednesday June 13, 2017, 2:00 p.m.** Proposal must be submitted in a sealed envelope marked **RFP Bob Kildee Parking Lot**, by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

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

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

FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

## ADDITIONAL INFORMATION

For questions contact: **Bob Cerasuolo**, Park Services Manager  
805-482-5396 ext 301  
[bobc@pvrrpd.org](mailto:bobc@pvrrpd.org)

**Bob Kildee Parking Lot**

1030 Temple Ave.

Legend

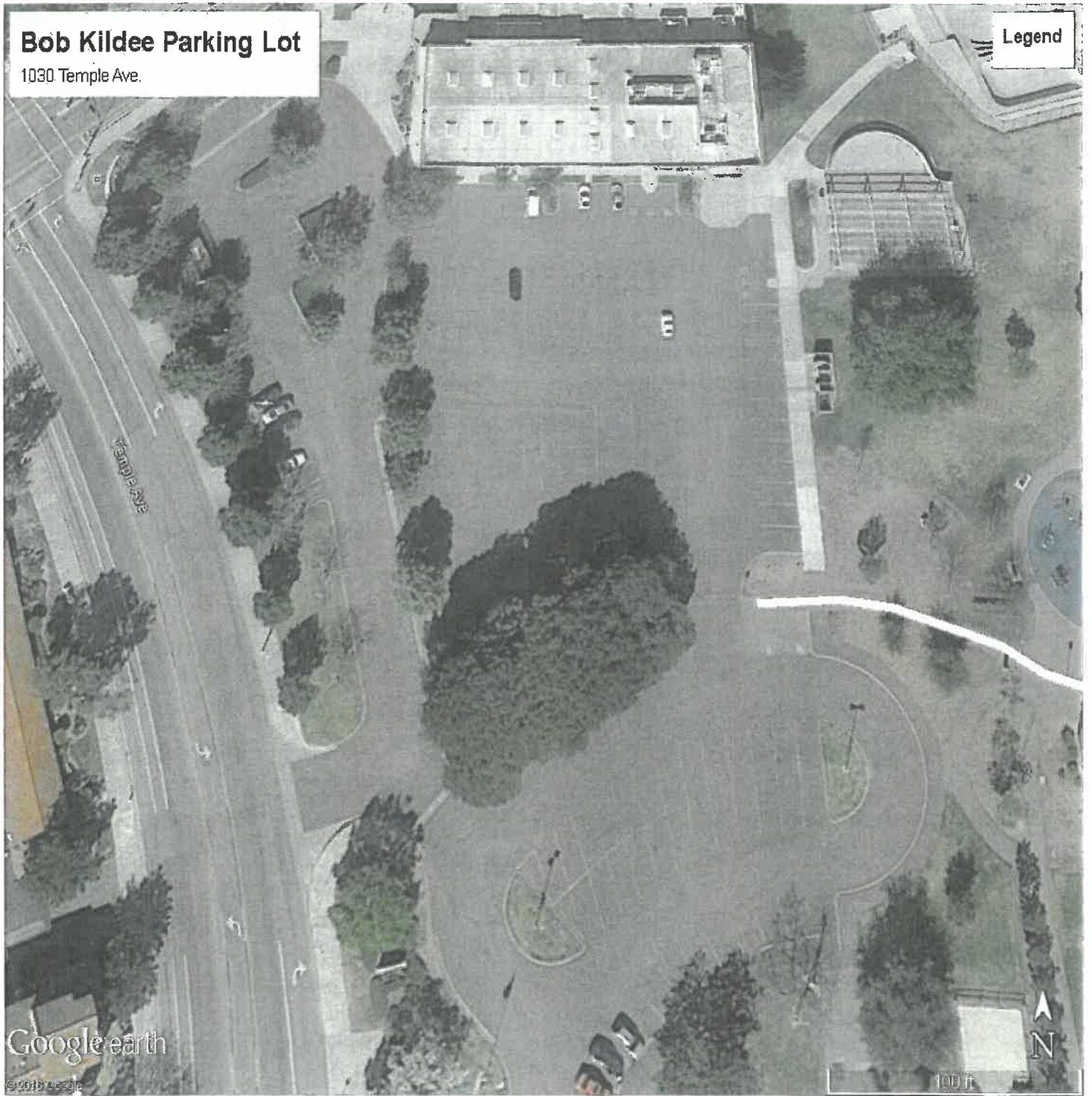




# Bob Kildee Parking Lot

1030 Temple Ave.

Legend





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

**TO: BOARD OF DIRECTORS**

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

**DATE: May 3, 2017**

**SUBJECT: CONSIDERATION, SELECTION, AND VOTE IN 2ND  
RUNOFF ELECTION FOR ALTERNATE SPECIAL  
DISTRICT MEMBER TO THE VENTURA LAFCO**

**RECOMMENDATION**

It is recommended the Board approve selection and vote for a Ventura Local Agency Formation Commission (LAFCo) special district alternate member.

**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.

LAFCo is seeking an individual to serve in the capacity as the Special District Alternate to fill a four-year term ending January 1, 2019. Alternate members only serve in the absences of a regular member. The names of the candidates for each position appear on the attached ballot along with candidate statements.

At the October meeting the Board voted for Mike Mishler to serve as the alternate member and because a majority vote was not obtained in the prior election a run off was required to determine the alternate member.

At the December meeting the Board voted for Mike Mishler to serve as the alternate member and because a majority vote was not obtained in the first run off election, a 2<sup>nd</sup> run off is now required to determine the alternate member.



**ANALYSIS**

According to requirements developed by LAFCo, the Board must select a candidate and by motion, cast the Board's vote for the selected candidate. The Board cannot divide its vote nor can it select multiple candidates. Once a candidate is selected and approved by a motion, the ballot will be submitted.

**FISCAL IMPACT**

There is no fiscal impact.

**RECOMMENDATION**

It is recommended the Board approve selection and vote for a Ventura Local Agency Formation Commission (LAFCo) special district alternate member.

**ATTACHMENT**

- 1) Runoff Election Special District Alternate Member Memo (2 pages)
- 2) Candidate Information (2 pages)
- 3) Ballot (1 page)



## VENTURA LOCAL AGENCY FORMATION COMMISSION

COUNTY GOVERNMENT CENTER • HALL OF ADMINISTRATION

800 S. VICTORIA AVENUE • VENTURA, CA 93009-1850

TEL (805) 654-2576 • FAX (805) 477-7101

HTTP://WWW.VENTURA.LAFCO.CA.GOV

### 2<sup>nd</sup> RUNOFF ELECTION SPECIAL DISTRICT ALTERNATE MEMBER

## EXTENSION OF DEADLINE TO SUBMIT 2<sup>nd</sup> RUNOFF BALLOTS

April 4, 2017

Chair of the Board  
Pleasant Valley Recreation and Park District  
1605 E. Burnley Street  
Camarillo, CA 93010

**RE: 2<sup>nd</sup> RUNOFF ELECTION – Ventura LAFCo Independent Special District Alternate Member**

Dear President/Chair of the Board:

As you know, the Ventura LAFCo conducted a second runoff election to fill an anticipated vacancy in the special district alternate member seat on the Commission. For an election to be valid, ballots must be submitted by a quorum of the independent special districts. However, a quorum of districts did not submit ballots by the April 3 deadline. Therefore, pursuant to Govt. Code section 56332(f)(6), the deadline by which to return ballots has been extended 60 days to **Friday, June 2, 2017.**

Please note that LAFCo special district members are to be selected by the *Independent Special District Selection Committee*, which is defined by state law as the “presiding officer of the legislative body of each independent special district” (Government Code §56325 and §56332). Neither LAFCo law nor the Brown Act requires that the presiding officer of the legislative body of a special district make his or her selection under Government Code section 56332 at a public meeting or obtain the approval of the legislative body before making the selection. Therefore, unless your district’s enabling statutes or other laws or local rules and policies require it, you as the presiding officer may be able to cast your vote in the runoff election without first holding a public meeting. Thus, if you determine that this option is available to you, it would allow for a more expeditious way to cast your ballot.

### INSTRUCTIONS

- Your district was sent an Official 2<sup>nd</sup> Runoff Ballot in February to vote for only one candidate (please contact our office if you need a replacement ballot).
- If your district has already submitted an Official 2<sup>nd</sup> Runoff Ballot, there is no need to submit another ballot.
- The Ballot must be signed by the district president/chair or presiding officer.
- All ballots being returned via US Mail must be returned via CERTIFIED MAIL to the Ventura LAFCo at the address listed above. Districts that have previously consented to conduct this election via email can email a copy of the signed ballot to: [kai.luoma@ventura.org](mailto:kai.luoma@ventura.org).
- **BALLOTS MUST BE RECEIVED BY 5:00 p.m. Friday, June 2, 2017. (Ballots received after 5:00 p.m. will not be counted.)**

There are 30 independent special districts eligible to vote in this 2<sup>nd</sup> runoff election and at least 16 districts must return completed Ballots to achieve a quorum.

The election results will be mailed to each district no later than Friday, June 9, 2017. Please let us know if you have questions.

Sincerely,



Kai Luoma  
Executive Officer

c: General Manager

AL FOX

Served 21 years in the Navy, advancing through the ranks from Airman Recruit to Lieutenant.

Served aboard three aircraft carriers, all operating in the Gulf of Tonkin during the Vietnam War.

The last assignment was Aircraft Scheduling Officer for the Squadron that supported the National Science Foundation, including 17 countries in the Antarctica. In addition to that responsibility, I was a volunteer on the Navy's Parachute Rescue Team in the Antarctica.

Since retiring from the Navy in 1977, my wife Cindy and I have made our home in Camarillo.

I have four decades of experience as a Broker/Owner of a real estate company in Ventura County. While managing my multi-office operation, I also served on many of the Realtor Association's committees and served as President of the Camarillo Association of Realtors. I was voted as "Realtor of the Year" in 1984.

Elected as a Director on the Camrosa Water District in 1997, with continuous service to present, serving two terms as President.

I served on the Fox Canyon Groundwater Management Agency.

I am a former President of the Association of Water Agencies of Ventura County, and currently serving as Secretary of the Association. I was honored as "Director of the Year" for this association in 2014.

Former President of the Ventura County Special Districts Association.

As I have stated above, I am not only concerned about my District, but am concerned about Ventura County, therefore I am soliciting your Districts vote for the LAFCo position.

Al E. Fox



## Andy Waters

*Director Waters would bring knowledge of the community, agriculture, and water resources to LAFCo.*

*He wants to see agriculture and water resources operated sustainably for generations to come.*

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### Community

Director Waters was born in Thousand Oaks and grew up in Moorpark. He is a fourth generation farmer, with a family tradition of community service. His grandfather was on the committee that formed Calleguas Municipal Water District in the early 1950s to bring imported water into Ventura County. His father served on water agency boards in the Moorpark area and brought Director Waters to Fox Canyon Groundwater Management Agency meetings when he was still a teenager.

### Agriculture

After graduating from Moorpark High School, Director Waters attended Cal Poly San Luis Obispo, majoring in agriculture. Knowing that farming was his lifelong passion, he returned to work for the family farm in Ventura County. He and his wife Heather have settled in Moorpark with their two daughters and their dog, Goose. He currently works with his brother managing the family business, growing berries, avocados, and vegetables in the unincorporated areas near Moorpark and Oxnard. He also serves as a board member for a commercial packing house.

### Water Resources

Director Waters is continuing the family tradition of leadership in water resources. He serves as a board member for Thermic Mutual Water Company and Berylwood Heights Mutual Water Company. He is a member of the advisory committee for Ventura County Waterworks District No. 1 and chairs the Las Posas Basin Users Group. He represents mutual water agencies as an alternate member of the Fox Canyon Groundwater Agency Board of Directors. At Calleguas, he serves as Treasurer and is a member of the Groundwater and Finance Committees.



2100 Olsen Road  
Thousand Oaks, CA 91360  
(805) 579-7111

# OFFICIAL 2<sup>nd</sup> RUNOFF BALLOT

INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE  
Alternate Special District Member to the Ventura LAFCo

## Pleasant Valley Recreation and Park District

This is the Official Ballot for the Independent Special Districts Selection Committee for the purpose of electing **one** special district alternate member to the Ventura LAFCo. The 2<sup>nd</sup> runoff election consists of two candidates (listed below in alphabetical order) for special district alternate member of the Ventura LAFCo to fill the unexpired four-year term ending January 1, 2019.

### **VOTE FOR ONLY ONE CANDIDATE**

A minimum of 16 qualified votes must be returned by the deadline to establish a quorum of the Independent Special Districts. In the event of a tie, the Rules and Regulations of the Ventura County Independent Special District Selection Committee (ISDSC) provide that a random drawing shall be conducted by the LAFCo Executive Officer and the Secretary/Recording Officer of the ISDSC or his/her designee to select the winning candidate.

**PLEASE RETURN THIS SIGNED BALLOT, VIA CERTIFIED MAIL to the Ventura LAFCo, 800 S. Victoria Avenue, Ventura, CA 93009-1850, or if previous consent has been given to conduct this election via e-mail, send your signed ballot to [kai.luoma@ventura.org](mailto:kai.luoma@ventura.org). All Ballots **MUST** be signed by the district president/chair or presiding officer of the board and received by 5 P.M. Monday, April 3, 2016, to be considered.**

As the District President, Chair or Presiding Officer of Pleasant Valley Recreation and Park District, I hereby cast this ballot as follows:

*(Please mark the box next to the name of **one** candidate to cast the District's vote)*

- |                          |             |                                    |
|--------------------------|-------------|------------------------------------|
| <input type="checkbox"/> | Al Fox      | Camrosa Water District             |
| <input type="checkbox"/> | Andy Waters | Calleguas Municipal Water District |

\_\_\_\_\_  
Board President/Chair/Presiding Officer (print name)

\_\_\_\_\_  
Board President/Chair/Presiding Officer (Signature)

\_\_\_\_\_  
Date

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

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