

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
September 7, 2017**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #580

- 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/FY 2016-17 Wrap-up
 - B. Mil Vet Expo
- 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 July 5, 2017 and Special Meeting of August 10, 2017**
Approval receives and files minutes.
 - B. Warrants, Accounts Payable & Payroll**
Approval of District's disbursements dated on or before August 17, 2017.
 - C. Financial Report**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for July 31, 2017.

8. NEW ITEMS-DISCUSSION/ACTION

A. Senior and Community Recreation Facility Needs Study Agreement

Approval authorizes the General Manager to proceed in an agreement with Greenplay LLC for the Needs Assessment Study.

Suggested Actions: A MOTION to Authorize the General Manager to enter into an agreement with Greenplay LLC to perform a Senior and Community Recreation Facility Needs Study.

B. Update Conversion of Tennis Courts to Pickleball Courts at Bob Kildee Park

Community interest in pickleball is increasing and staff has presented options for pickleball courts within the District.

Suggested Action: Provide direction to staff regarding outdoor pickleball courts.

C. Approval of the Bid Specifications for the Parks Maintenance Yard Driveway

The Parks Maintenance Yard Driveway is in need of repair and staff is recommending concrete in the bid specifications.

Suggested Actions: A MOTION to Approve the attached bid specifications for the Parks Maintenance Yard Driveway project and direct staff to solicit proposals for the approved bid specifications.

D. Approval of the Bid Specifications for Mission Oaks Park Building Roof Repair

Repair of the Mission Oaks Park concessions building roof is needed due to damaged roof tiles.

Suggested Actions: A MOTION to Approve the bid specifications for the roof repair needed at the Mission Oaks Park concessions building and direct staff to solicit proposals.

E. Consideration and Adoption of Resolution No. 579 Authorizing the General Manager to Apply for the Habitat Conservation Fund Wildlife Area Activities Grant for Nature Education Program

Adoption of this resolution will authorize the General Manager to apply for a Habitat Conservation Fund Wildlife Area Activities Grant to assist in funding the District's Nature Education Program.

Suggested Action: A MOTION to Adopt Resolution No. 579 authorizing the General Manager to apply for the Habitat Conservation Fund grant to assist in funding the District's Nature Education Program.

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 – Personnel, Finance, Liaison and Policy

E. Foundation for Pleasant Valley Recreation and Parks

F. General Manager's Report

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

11. ADJOURNMENT

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

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 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
Minutes of Regular Meeting
July 5, 2017**

1. CALL TO ORDER

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

Call to Order

2. PLEDGE OF ALLEGIANCE

Amy Stewart led the pledge.

3. ROLL CALL

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

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Recreation Services Manager Amy Stewart, Park Services Manager Bob Cerasuolo, Administrative Analyst and Clerk of the Board Mitchell Cameron, Customer Service Lead and Recording Board Secretary Karen Roberts, Recreation Supervisors Jane Raab and Macy Andersen, Human Resources Specialist Kathryn Drewry, Program Specialist Denise Cleric, Administrative Analyst Megan Hamlin, Senior Recreation Leader Anju Oza, Dan Rhymes, Karen Gatchel, Bennett Gill, James Driver, Bob Aaron, Art and Donna Roberts, Mike Wright, Conrad Bilodean, Wuhwa Hsu, Ron Dawson, and Matt Lorimer.

Roll Call

4. AMENDMENTS TO THE AGENDA

General Manager Mary Otten stated that Item 5.C. *Part-Time Employee Recognition* be moved before Item 5.B. *Camarillo Community Band*.

Agenda accepted as amended.

5. PRESENTATIONS

A. District Highlights

Recreation Supervisor Macy Andersen presented the highlights of the District's June/July activities, programs, and special events along with a spotlight on three of the District's parks - Camarillo Grove Park, Trailside Park and Lokker Park. Camarillo Grove Park is in a rustic setting with trail, a nature center, an enclosed dog park and several picnic areas for groups from 20 to 300 people. Trailside Park is a half-acre park with a small playground situated in the Mission Oaks vicinity and Lokker Park offers 7 acres of open space, basketball courts and a sand volleyball court. July is National Parks and Recreation Month and the Aquatic Center is offering a Family Float Night on July 28 with a dinner and swim. The Senior Center held their Independence Day Dance on June 27 and is gearing up for their Summer Tech Fair on July 20. The outdoor education camps at Camarillo Grove Park are filling up fast and Camp Funtastic has been very popular and will run through August 25. Movies in the Park will be held on Fridays at the Community Center through August and the Camarillo Community Band will be performing on Thursday nights in July at the Community Center Park.

B. Part-time Employee Recognition

Recreation Supervisor Jane Raab presented Senior Recreation Leader Anju Oza with the Part-Time Employee of the Year award for her cheerful and positive outlook, her

patience and assistance with teaching the computer classes and her assistance with new recreation leaders at the Senior Center.

C. Camarillo Community Band

Recreation Services Manager Amy Stewart introduced Dan Rhymes and Karen Gatchel with the Camarillo Community Band. Mr. Rhymes stated that they appreciate the support from PVRPD for the Thursday night concerts in July at the Community Center Park. Over 300 band members are on the mailing list and each week about 30 to 40 band members participate in the concerts which range from swing to Broadway show tunes to marches and contemporary music. The volunteers receive no pay and annual costs are about \$1200-\$1500.

D. Camarillo Cougars Youth Football/Cheer

Recreation Services Manager Amy Stewart introduced James Driver, current president of Camarillo Cougars Youth Football/Cheer who presented highlights of their past year. The Cougars are heading into their 13th year with about 250 participants and continued successes. The Seniors finished an undefeated season and the cheerleaders won the 2016 National Cheerleading Championships at Disneyland and the State JAMZ Championship at Pomona. The Cougars have been able to offer scholarships to 11 football players and 4 cheerleaders. They have ongoing safety education and have purchased new helmets and lowered registration costs for the younger ages.

6. PUBLIC COMMENT

Administrative Analyst Mitchell Cameron received 4 speaker cards and presented them to Chairman Dixon. The first speaker Art Roberts has been in the Camarillo community for over 45 years and stated that he would like to see lawn bowling in the area. His son is a national lawn bowling champion and the only green available in Ventura County is in Oxnard. Mr. Roberts provided material from USA Lawn Bowls and the Southwest Bowl regarding the popularity of the sport and the need for bowling greens in this area.

Donna Roberts of Camarillo stated that she and her husband are new to lawn bowling which is great exercise and is appropriate for all ages. An 18-year-old can play against an 80 year old. USA Bowls has contacted the US Olympics about including lawn bowling in the 2024 Olympics, so Ms. Roberts stated that she would like to see a new facility established in the local community.

Ron Dawson of Camarillo has only lawn bowled for over a year, but he runs tournaments and social events at the Oxnard lawn bowling club and thinks Camarillo would be a great location for local and national tournaments. Mr. Dawson stated that about 20,000 square feet are needed for about 8 rinks. Approximately 48 participants can be involved with 16 rinks.

Matt Lorimer of Camarillo has lived in Camarillo for over 20 years and has been an advocate for a new senior center to be built. Mr. Lorimer stated that he did not see any assessment surveys done when the City wanted to build a convention center or renovate the firehouse, so he asked why it is taking so long to get a senior center built. Mr. Lorimer asked that people consider who they are voting for at election time and to fight for what they believe in.

7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting June 7, 2017
- B. Warrants, Accounts Payable & Payroll thru June 22, 2017
- C. Financial Report
- D. Consideration and Adoption of Resolution No. 576 Declaring July as Park and Recreation Month
- E. Consideration and Approval of Resolution No. 577, Updating Authorized Signatures for Wire Transfers with Ventura County Treasury Pool

General Manager Mary Otten stated that the date of May 3, 2017 in Item 7.A. *Minutes for Regular Meeting* should be amended with June 7, 2017 as the correct date.

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

**Motion to
Approve
Amended
Consent Agenda**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

8. PUBLIC HEARING – A Public Hearing on the District Budget FY 2017-2018

A. Consideration and Adoption of Resolution No. 578 for FY 2017-18 Final Budgets

Administrative Services Manager Leonore Young provided a background of the FY 2017-2018 Operating Budget, Capital Improvement Program and the Assessment Budget which were preliminarily approved in June 2017.

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

Board discussion included the extensive budget workshops, the fact that the District budgets for emergencies and also budgets conservatively on the revenue side and that the District is currently over in revenue and under in the current year expenses.

Chairman Dixon called for a motion. A motion was made by Director Malloy and seconded by Director Magner to adopt Resolution No. 578 for FY 2017-18 Final Budgets.

**Motion to
Approve Reso 578
FY17-18 Budget**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

9. NEW ITEMS – DISCUSSION/ACTION

A. Increase in the District Contribution to Non-Represented Employee Health Benefits

Human Resources Specialist Kathryn Drewry reviewed the District's current contribution to non-represented employees health benefits and recommended an increase from 55% to 70%. Eleven of the 17 non-union positions currently receive benefits from the District. Discussion included the 2013 cuts in District paid employee benefits and the reasonable cost of the increase because the District does not have to pay more taxes on the increased benefits.

Chairman Dixon called for a motion. A motion was made by Director Malloy and seconded by Director Magner to approve the increase in District contribution to non-represented employee health benefits.

**Motion to Approve
Increase to
Non-Represented
Employee Benefits**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

B. Consideration and Approval of the Position Allocation for Fiscal Year 2017-2018

Human Resources Specialist Kathryn Drewry requested the Board consider and approve the updated position allocation for FY 2017-2018. The three positions of a year-round part-time program specialist, a year-round part-time administrative analyst and a full-time park supervisor are accounted for in the FY 2017-2018 budget that just passed.

Chairman Dixon called for a motion. A motion was made by Director Mishler and seconded by Director Magner to approve the updated position allocation for FY 2017-2018.

**Motion to
Approve Position
Allocation**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

C. Consideration and Approval of Bid Award for Parking Lot Resurfacing at Bob Kildee Park to United Paving Company

Park Services Manager Bob Cerasuolo presented seven submitted bids for the parking lot resurfacing at Bob Kildee Park. United Paving Company was the lowest bid at \$166,295. The project has a completion date of September 2017.

Chairman Dixon called for a motion. A motion was made by Director Mishler and seconded by Director Magner to award the contract for the parking lot resurfacing at Bob Kildee Park to United Paving Company in the amount of \$166,295.

Voting was as follows:

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

Noes:

Absent:

**Motion to Approve
Contract Award
to United Paving**

Carried

Motion: Carried

D. Comparison of California Association for Parks & Recreation Indemnity (CAPRI) General Liability Insurance and Workers Compensation Versus Special District Risk Management Authority (SDRMA) General Liability and Workers Compensation

Administrative Analyst Mitchell Cameron introduced Megan Hamlin, an administrative analyst with the District who compared current general liability and workers compensation coverage with CAPRI with proposals from SDRMA. Discussion included the large difference in quotations for liability, dividend amount comparison, SDRMA training, variation in yearly dividends, whether dividends come back from liability and/or workers compensation, and approval for this year with CAPRI since renewal is due in July. Direction was given to further research general liability and workers compensation and assess where the rebates or dividends are generated.

E. Consideration and Approval of an Amendment to the General Manager's Employment Contract

Human Resources Specialist Kathryn Drewry presented an amended employment agreement between the District and Mary Otten to serve as the District's General Manager and to receive a 3% merit increase and a 3% bi-weekly contribution to a deferred compensation plan. Discussion included Ms. Otten's last merit increase in August 2015, her positive influence on the District and the effective date of July 8, 2017 for the merit increase.

Chairman Dixon called for a motion. A motion was made by Director Magner and seconded by Director Malloy to approve the amended Employment Agreement between the District and Mary Otten to serve as the District's General Manager, along with a 3% merit increase and 3% bi-weekly contribution towards deferred compensation.

**Motion to
Approve Amended
Employment
Agreement with
GM Otten**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

10. INFORMATIONAL ITEMS

A. Chairman Dixon –Chairman Dixon commented that the items that were voted on and approved had increased costs which were already approved within the conservative FY 2017-2018 budget.

B. Ventura County Special District Association/California Special District Association- Director Mishler reported that the next VCSDA meeting will be held on August 1 at the Conejo Recreation and Park District.

C. Santa Monica Mountains Conservancy – Director Mishler reported that in the June 26 meeting, SMMC purchased a 2 acre lot Malibu on a creek. The neighbors of the

area voiced their concerns that they wanted the property to be developed and not left as open space because they did not want the public to have access to the area.

- D. Standing Committees – Finance – Director Malloy reported the District is under in expenses and over in revenue and will complete the FY 2016-2017 under budget. Liaison – Chairman Dixon stated the committee met with Miracle League representatives who are interested in developing a specialized baseball field for children and adults with special needs while making it open to the general public as well.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Magner reported that the August 26th Starlit Summer’s Night fundraiser at Camarillo Grove Park is looking for more sponsors and people to attend.
- F. General Manager’s Report – General Manager Otten reported that Camarillo Grove Park lost a big oak tree due to insect damage and recent renovations in the Nature Center area. A fire off of Camarillo Springs Road closed the park on July 4th and there is limited access due to CAL FIRE still working in the area. The trail will remain closed until it is repaired. A Special Board Meeting will be held on August 10 to cover capital projects which are starting up. The City of Camarillo passed the cooperative agreement with the District and the RFP for the needs assessment went out on June 23. Upcoming is the Camarillo Community Band on Thursdays in July and Movies in the Park on Fridays at the Community Center Park.

11. ORAL COMMUNICATIONS

Director Magner stated that the audience may not have seen much discussion on the budget that was passed, but there have been months of behind the scenes work that has been done. Ms. Magner thanked the staff for all of the detail and preparation. Director Kelley stated that the Board is well prepared because there have been many meetings and workshops to cover the material. Director Malloy thanked General Manager Otten for attending the City Council meetings and assisting with questions so that the cooperative agreement with the District went through with the City. Director Kelley commented that the Board was pleased to be able to restore some of the health benefit contributions that had been cut at a time when they had to be cut.

12. ADJOURNMENT

Chairman Dixon adjourned the meeting at 8:22 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Neal Dixon
Chairman**

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
August 10, 2017**

1. CALL TO ORDER

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

2. PLEDGE of ALLEGIANCE

Matt Parker led the pledge.

3. ROLL CALL

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

Roll Call

Absent:

Also present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Administrative Analyst Mitchell Cameron, Customer Service Lead and Board Recording Secretary Karen Roberts, Park Supervisor Matt Parker, Recreation Supervisors Jane Raab and Lanny Binney, Karen Riggan, CeCe Casey and Bill Hulfish.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATIONS/PUBLIC FORUM

Chairman Dixon accepted 3 speaker cards from Administrative Analyst Mitchell Cameron. The first speaker, CeCe Casey of Camarillo stated that residents have enjoyed playing tennis at Bob Kildee Park because it provides health benefits, an improved quality of life and the seniors have a chance to socialize. With regards to the new pickleball courts at the park, Ms. Casey is asking that they be placed in the caged area and then they can also use the back two courts if they expand. Ms. Casey would like the front 3 courts left to just tennis and hopes that the courts will be resurfaced sometime.

Karen Riggan of Camarillo stated that the tennis group uses the three front courts in rotation during their games every day. Ms. Riggan asked why no one spoke to the tennis players before they placed down the tape for the pickleball courts.

Bill Hulfish of Camarillo stated that they have been playing tennis at Bob Kildee Park for decades and he does not understand why the pickleball courts were chosen as they were without contacting anyone who regularly uses the tennis courts. The pickleball lines mess up his playing tennis and the height of the nets are different for each sport. Mr. Hulfish would like the pickleball courts to be moved to the back courts or caged area.

6. NEW ITEMS-DISCUSSION/ACTION

A. Approval of the Bid Specifications for the Administration Office and Rooms 6-7 Roofs

Park Services Manager Bob Cerasuolo presented bid specifications for roof repair for the Administration Office and Rooms 6-7. Discussion included sturdiness of the roof wood deck, checking with a solar company for roofing requirements, complying with OSHA and the regular service life of the roofs.

Chairman Dixon called for a motion. A motion was made by Director Mishler and seconded by Director Malloy to approve the bid specifications for the Administration Office and Rooms 6-7 roof repair project and direct staff to solicit proposals for the approved bid specifications.

Motion to Approve Bid Specs for Roofs of Admin Office

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

B. Consideration and Approval of Bid Award for the Auditorium Ducting Repairs

Park Services Manager Bob Cerasuolo presented bids received for the Community Center auditorium roof ducting. The 48 year old roof is in good condition, but the HVAC ducting is causing leaking. Discussion included the range of bids, the repair needed to the ducts, curbs and drains, prevailing wages and recent Department of Industrial Relations registration requirements.

Chairman Dixon called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve and authorize the General Manager to enter into an agreement with Commercial Cool Roof Systems to repair the ducting located at the Community Center auditorium.

Motion to Authorize GM to Enter Agrmnt for Aud Ducting

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

C. Approval of the Bid Specifications for Mission Oaks Park Building Roof Repair

Park Services Manager Bob Cerasuolo presented the bid specifications for the roof repair of the Mission Oaks Park concessions building. The concrete tile roof would be replaced with asphalt shingles. Discussion included the City corridor, concern with the durability of asphalt shingles, if the asphalt warranty includes damage from softballs, possible use of sheet metal or another material, denting with a metal roof, possible netting with CGSA, and the need for more information. Staff will research and compare roof materials and present the information at the September Board meeting.

D. Approval of Bid with Great Western Recreation/Game Time for Repair of Rubberized Surfacing at Bob Kildee Park Playground

Park Supervisor Matt Parker presented a bid received from Great Western Recreation/Game Time for the repair of the rubberized surfacing at the Bob Kildee Park playground. Discussion included degradation of the rubber surfacing in the high use areas, final elevation of the surfacing, density of material used in the patching and the utilization of U.S. Communities Purchasing Alliance.

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 the contract with Great Western Recreation/Game Time to patch and repair the unitary rubberized surfacing and apply a re-binder top coat at Bob Kildee Park playground.

**Motion for
GM to Enter into
Agrmnt with
Great Western
At Bob Kildee**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

E. Approval of Bid with Pioneer Golf Inc. to Install Synthetic Turf within Enclosed Dog Park at Camarillo Grove Park

Park Supervisor Matt Parker presented bids received for the installation of synthetic turf within the enclosed dog park at Camarillo Grove Park. Discussion included local use of turf, coverage within the dog park, Pioneer as a contractor and distributor of synthetic turf, size of bidding companies, research and cost of job in comparison to bidding proposals, use of turf in dog parks, infill system, maintenance, sprinklers, temporary fencing and starting with a trial basis and then working with FCDP.

Chairman Dixon called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve and authorize the General Manager to enter into an agreement with Pioneer Golf Inc. to install 2,200 square feet of synthetic turf within the enclosed dog park at Camarillo Grove Park.

**Motion for GM
To Enter into
Agrmnt with
Pioneer Golf
At CG Dog Park**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

F. Administration Office Redesign Update

Administrative Analyst Mitchell Cameron presented an update on the progress of the Administration Office redesign. Hard walls (Phase 1) have been added around the General Manager's and the Recreation Manager's offices and a new office was added for the Human Resources Specialist. Various firms are taking care of the carpet installation, the reconfiguration of the workstation modules and moving the server.

The carpet installation should take place in September when all the modular pieces are in. Customer Service will be move to the conference room and Recreation staff will move to the Senior Center during this phase.

7. ORAL COMMUNICATIONS

General Manager Mary Otten reported that the End of Summer Camp is coming up on August 18, Liaison Committee interviews on August 17, the Mil Vet Expo on August 26 and the Foundation's Starlit Summer's Night fundraiser at Camarillo Grove Park on August 26. Chairman Dixon read a letter from the City of Camarillo thanking the District for the use of the stage on July 4th. Mr. Dixon also mentioned that the Thousand Oaks *Acorn* had a letter to the editor that stated that the dog parks in Thousand Oaks were not as nice as Camarillo's dog parks.

8. ADJOURNMENT

Chairman Dixon adjourned the meeting at 6:34 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: September 7, 2017

SUBJECT: FINANCE REPORT JULY 2017

RECOMMENDATION

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

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH JULY 31, 2017

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2017 through July 31, 2017 with a year-to-date comparison for the period of July 1, 2016 through July 31, 2016. The percentage rate used for the 2017-2018 fiscal year budget is 8.33% for Period 1 of the fiscal year.

REVENUES

Total revenue for the 1st month ending July 31, 2017 for Fund 10 (General Fund) has an overall decrease of \$8,941. The majority of the decrease is due to the following items: 1) ROPS Reimbursement (\$5,853) and 2) Swim Passes (\$3,038).

Total revenue for the 1st month ending July 31, 2017 for Fund 20 (Assessment District) is at 0.0% of budget. The first installment of tax apportionment for fiscal year 2017-2018 will arrive around December 28, 2017. At that time the Assessment District will receive approximately 60% of their budgeted tax apportionment. Until then the finance reports will reflect minimal activity in the revenue section of the report.

EXPENDITURES

Personnel Expenditures have increased by \$204,891 for FY 2017-2018 in comparison to personnel expense for the same time period last year. This increase will be a constant for the first few months of the fiscal year as the District paid the CalPERS Unfunded Liability in full for fiscal year 2017-2018; the amount paid to CalPERS was \$232,344.

Service and Supply Expenditures have increased \$4,753 in comparison to the same time period as last year. This increase is primarily due to the following items: 1) Business Services (\$11,203) and decreases in various Service and Supplies accounts.

Capital projects for fiscal year 2017-2018 are currently underway and the upcoming finance reports will reflect more activity in the months to come.

Fund 20 is at 4.59% in Personnel and 3.54% 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 1.38% and Fund 20 by 4.66%. 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 July 31, 2017 for Fund 10 and Fund 20.

ATTACHMENTS

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

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
July 2017 8.33%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport Cur Year Secured	5510-5240	\$ -	\$ -	\$ -	\$ 6,126,646.00	\$ 6,126,646.00	0.00%
Interest Earnings	5310	\$ -	\$ 480.69	\$ -	\$ 18,690.00	\$ 18,690.00	0.00%
Quimby Interest Earnings	5320	\$ -	\$ 1,942.76	\$ -	\$ -	\$ -	0.00%
Park Patrol Citations	5506	\$ -	\$ -	\$ -	\$ 3,025.00	\$ 3,025.00	0.00%
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Contract ClassesPublic Fees	5510	\$ 21,044.78	\$ 62,310.80	\$ 21,044.78	\$ 235,111.00	\$ 214,066.22	8.95%
Public Fees	5511	\$ 40,295.15	\$ -	\$ 40,295.15	\$ 413,610.00	\$ 373,314.85	9.74%
Certificates	5512	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Swim Passes	5513-5529	\$ 4,701.04	\$ 7,739.46	\$ 4,701.04	\$ 65,445.00	\$ 60,743.96	7.18%
Rental	5530	\$ 27,867.75	\$ 32,033.75	\$ 27,867.75	\$ 347,727.00	\$ 319,859.25	8.01%
Cell Tower Revenue	5535	\$ 4,340.48	\$ 2,630.55	\$ 4,340.48	\$ 82,272.00	\$ 77,931.52	5.28%
Annual Passes	5536	\$ 579.05	\$ 162.00	\$ 579.05	\$ -	\$ 579.05	0.00%
Parking Fees	5540	\$ 2,593.63	\$ -	\$ 2,593.63	\$ 12,024.00	\$ 9,430.37	21.57%
Dues	5550	\$ -	\$ 108.00	\$ -	\$ 2,208.00	\$ 2,208.00	0.00%
Activity Guide Revenue	5555	\$ 1,500.00	\$ 400.00	\$ 1,500.00	\$ 8,800.00	\$ 7,300.00	17.05%
Gain/(Loss) LAIF Investments	5565	\$ -	\$ 1,703.98	\$ -	\$ -	\$ -	0.00%
Donations	5570	\$ 143.00	\$ 3,085.00	\$ 143.00	\$ 80,620.00	\$ 80,477.00	0.18%
Other/Purchase Discount Taken	5575	\$ 9,118.69	\$ 6,092.20	\$ 9,118.69	\$ 53,133.00	\$ 44,014.31	17.16%
Cash Over/Under	5580	\$ 10.00	\$ -	\$ 10.00	\$ -	\$ 10.00	0.00%
Incentive Income	5585	\$ -	\$ -	\$ -	\$ 3,340.00	\$ 3,340.00	0.00%
Reimbursement ROPS	5600	\$ 108,346.56	\$ 114,200.16	\$ 108,346.56	\$ 90,000.00	\$ 18,346.56	120.39%
Revenue		\$ 220,540.13	\$ 229,481.39	\$ 220,540.13	\$ 7,542,751.00	\$ 7,322,210.87	2.92%
YTD Comparison				\$ (8,941.26)			

Personnel							
Full Time Salaries	6100	\$ 139,191.36	\$ 124,224.53	\$ 139,191.36	\$ 2,235,781.00	\$ 2,096,589.64	6.23%
Overtime Salaries	6101	\$ 1,492.96	\$ 868.74	\$ 1,492.96	\$ 32,225.00	\$ 30,732.04	4.63%
Car Allowance	6105	\$ 462.67	\$ 462.69	\$ 462.67	\$ 10,800.00	\$ 10,337.33	4.28%
Cell Phone Allowance	6108	\$ 1,049.32	\$ 1,024.79	\$ 1,049.32	\$ 17,550.00	\$ 16,500.68	5.98%
PartTime Salaries	6110	\$ 52,323.67	\$ 52,647.78	\$ 52,323.67	\$ 707,997.00	\$ 655,673.33	7.39%
Retirement	6120	\$ 22,003.50	\$ 20,942.32	\$ 22,003.50	\$ 399,353.00	\$ 377,349.50	5.51%
457 Pension	6121	\$ 135.22	\$ 135.22	\$ 135.22	\$ 7,945.00	\$ 7,809.78	1.70%
Employee Insurance	6130	\$ 10,377.99	\$ 13,523.81	\$ 10,377.99	\$ 330,067.00	\$ 319,689.01	3.14%
Workers Compensation	6140	\$ 8,564.06	\$ 8,475.19	\$ 8,564.06	\$ 145,957.00	\$ 137,392.94	5.87%
Unemployment Insurance	6150	\$ -	\$ 1,040.45	\$ -	\$ 9,000.00	\$ 9,000.00	0.00%
Loan Pension Obligation	6160	\$ -	\$ 22,887.84	\$ -	\$ 238,043.00	\$ 238,043.00	0.00%
OPEB Expense	6161	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
PERS Unfunded Liability	6170	\$ 232,344.00	\$ 16,820.66	\$ 232,344.00	\$ 245,195.00	\$ 12,851.00	94.76%
Personnel		\$ 467,944.75	\$ 263,054.02	\$ 467,944.75	\$ 4,384,913.00	\$ 3,916,968.25	56.21%
YTD Comparison				\$ 204,890.73			

Service and Supplies							
Telephone	6210	\$ 783.52	\$ 1,147.39	\$ 783.52	\$ 11,556.00	\$ 10,772.48	6.78%
Internet Services	6220	\$ 595.00	\$ 427.00	\$ 595.00	\$ 33,882.00	\$ 33,287.00	1.76%
Pool Chemicals	6310	\$ 146.24	\$ -	\$ 146.24	\$ 12,000.00	\$ 11,853.76	1.22%
Janitorial Supplies	6320	\$ 2,540.32	\$ 256.71	\$ 2,540.32	\$ 48,325.00	\$ 45,784.68	5.26%
Kitchen Supplies	6330	\$ -	\$ -	\$ -	\$ 1,510.00	\$ 1,510.00	0.00%
Food Supplies	6340	\$ -	\$ -	\$ -	\$ 8,811.00	\$ 8,811.00	0.00%
Water Maint & Service	6350	\$ -	\$ -	\$ -	\$ 1,380.00	\$ 1,380.00	0.00%
Laundry/Wash Service	6360	\$ -	\$ -	\$ -	\$ 680.00	\$ 680.00	0.00%
Insurance Liability	6410	\$ -	\$ -	\$ -	\$ 125,434.00	\$ 125,434.00	0.00%
Fuel	6510	\$ -	\$ 3,078.63	\$ -	\$ 41,000.00	\$ 41,000.00	0.00%
Vehicle Maintenance	6520	\$ -	\$ 1,139.05	\$ -	\$ 34,200.00	\$ 34,200.00	0.00%
Office Equipment Maintenance	6530	\$ -	\$ -	\$ -	\$ 900.00	\$ 900.00	0.00%
Computer Equip Maintenance	6540	\$ -	\$ -	\$ -	\$ 2,800.00	\$ 2,800.00	0.00%
Building Repair	6610	\$ 110.32	\$ 71.65	\$ 110.32	\$ 78,315.00	\$ 78,204.68	0.14%
Bldg Equip Maint/Repair	6620	\$ -	\$ -	\$ -	\$ 35,700.00	\$ 35,700.00	0.00%
Improvements/Maintenance	6630	\$ -	\$ -	\$ -	\$ 31,200.00	\$ 31,200.00	0.00%
Grounds Maintenance	6710	\$ 818.68	\$ 962.98	\$ 818.68	\$ 88,980.00	\$ 88,161.32	0.92%
Contracted Pest Control	6730	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Rubbish & Refuse	6740	\$ -	\$ -	\$ -	\$ 56,800.00	\$ 56,800.00	0.00%
Vandalism/Theft	6750	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
July 2017 8.33%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Memberships	6810	\$ 150.00	\$ 3,194.50	\$ 150.00	\$ 14,310.00	\$ 14,160.00	1.05%
Office Expense	6900	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Office Supplies	6910	\$ 110.30	\$ 255.40	\$ 110.30	\$ 23,314.00	\$ 23,424.30	0.47%
Postage Expense	6920	\$ -	\$ 4,735.00	\$ -	\$ 26,100.00	\$ 26,100.00	0.00%
Advertising Expense	6930	\$ -	\$ 575.95	\$ -	\$ 15,592.00	\$ 15,592.00	0.00%
Printing Charges	6940	\$ -	\$ -	\$ -	\$ 19,543.00	\$ 19,543.00	0.00%
Bank & ActiveNet Charges	6950	\$ 1,167.38	\$ 1,752.25	\$ 1,167.38	\$ 45,990.00	\$ 44,822.62	2.54%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 369,470.00	\$ 369,470.00	0.00%
Minor Furn Fixture & Equip	6980	\$ 258.44	\$ 261.23	\$ 258.44	\$ 1,683.00	\$ 1,424.56	15.36%
Comp Hardware/Software Exp	6990	\$ -	\$ 1,628.75	\$ -	\$ 13,564.00	\$ 13,564.00	0.00%
Fingerprint Fees (HR)	7010	\$ -	\$ -	\$ -	\$ 2,440.00	\$ 2,440.00	0.00%
Fire & Safety Insp Fees	7020	\$ -	\$ -	\$ -	\$ 3,140.00	\$ 3,140.00	0.00%
Permit & Licensing Fees	7030	\$ 1,225.00	\$ -	\$ 1,225.00	\$ 4,400.00	\$ 3,175.00	27.84%
Professional Services	7100	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00	0.00%
Legal Services	7110	\$ -	\$ 1,058.00	\$ -	\$ 69,150.00	\$ 69,150.00	0.00%
Typeset and Print Services	7115	\$ -	\$ 11.46	\$ -	\$ 50,147.00	\$ 50,147.00	0.00%
Instructor Services	7120	\$ 4,902.98	\$ 3,928.05	\$ 4,902.98	\$ 169,925.00	\$ 165,022.02	2.89%
PERS Admin Fees	7125	\$ 145.61	\$ -	\$ 145.61	\$ 1,550.00	\$ 1,404.39	9.39%
Audit Services	7130	\$ -	\$ 5,640.00	\$ -	\$ 22,260.00	\$ 22,260.00	0.00%
Medical & Health Svcs (HR)	7140	\$ -	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	0.00%
Security Services	7150	\$ 497.64	\$ 497.64	\$ 497.64	\$ 3,600.00	\$ 3,102.36	13.82%
Entertainment Services	7160	\$ -	\$ -	\$ -	\$ 3,450.00	\$ 3,450.00	0.00%
Business Services	7180	\$ 27,238.65	\$ 16,035.88	\$ 27,238.65	\$ 67,375.00	\$ 40,136.35	40.43%
Umpire/Referee Services	7190	\$ -	\$ -	\$ -	\$ 1,640.00	\$ 1,640.00	0.00%
Subscriptions	7210	\$ -	\$ -	\$ -	\$ 4,322.00	\$ 4,322.00	0.00%
Rents & Leases Equip	7310	\$ 123.45	\$ -	\$ 123.45	\$ 27,610.00	\$ 27,486.55	0.45%
Bldg/Field Leases & Rental	7320	\$ -	\$ 5.00	\$ -	\$ 11,466.00	\$ 11,466.00	0.00%
Event Supplies	7410	\$ -	\$ 40.19	\$ -	\$ 2,310.00	\$ 2,310.00	0.00%
Supplies	7420	\$ -	\$ 53.88	\$ -	\$ 7,175.00	\$ 7,175.00	0.00%
Bingo Supplies	7430	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00	0.00%
Sporting Goods	7440	\$ -	\$ 3.20	\$ -	\$ 8,085.00	\$ 8,085.00	0.00%
Arts and Craft Supplies	7450	\$ -	\$ 129.86	\$ -	\$ 4,820.00	\$ 4,820.00	0.00%
Training Supplies	7460	\$ -	\$ -	\$ -	\$ 3,095.00	\$ 3,095.00	0.00%
Camp Supplies	7470	\$ -	\$ 401.52	\$ -	\$ 1,080.00	\$ 1,080.00	0.00%
Small Tools	7500	\$ 156.38	\$ -	\$ 156.38	\$ 6,400.00	\$ 6,243.62	2.44%
Safety Supplies	7510	\$ -	\$ 573.99	\$ -	\$ 7,289.00	\$ 7,289.00	0.00%
Uniform Allowance	7610	\$ 278.70	\$ -	\$ 278.70	\$ 12,426.00	\$ 12,147.30	2.24%
Safety Clothing	7620	\$ -	\$ 410.14	\$ -	\$ 3,150.00	\$ 3,150.00	0.00%
Conference&Seminar Staff	7710	\$ 1,020.00	\$ 350.00	\$ 1,020.00	\$ 20,745.00	\$ 19,725.00	4.92%
Conference&Seminar Board	7715	\$ -	\$ -	\$ -	\$ 2,240.00	\$ 2,240.00	0.00%
Conference&Seminar Travel Exp	7720	\$ 2,377.92	\$ 580.00	\$ 2,377.92	\$ 13,573.00	\$ 11,195.08	17.52%
Out of Town Travel Board	7725	\$ -	\$ -	\$ -	\$ 6,615.00	\$ 6,615.00	0.00%
Private Vehicle Mileage	7730	\$ -	\$ -	\$ -	\$ 4,190.00	\$ 4,190.00	0.00%
Transportation Charges	7740	\$ -	\$ -	\$ -	\$ 750.00	\$ 750.00	0.00%
Buses/Excursions	7750	\$ -	\$ 595.00	\$ -	\$ 22,870.00	\$ 22,870.00	0.00%
Utilities Gas	7810	\$ -	\$ -	\$ -	\$ 26,431.00	\$ 26,431.00	0.00%
Utilities Water	7820	\$ -	\$ -	\$ -	\$ 757,800.00	\$ 757,800.00	0.00%
Utilities Electric	7830	\$ -	\$ -	\$ -	\$ 226,374.00	\$ 226,374.00	0.00%
Awards and Certificates	7910	\$ -	\$ 444.35	\$ -	\$ 16,490.00	\$ 16,490.00	0.00%
Meals for Staff Training	7920	\$ -	\$ 65.51	\$ -	\$ 2,710.00	\$ 2,710.00	0.00%
Employee Morale	7930	\$ -	\$ -	\$ -	\$ 9,974.00	\$ 9,974.00	0.00%
COP Debt PV Fields	7950	\$ -	\$ -	\$ -	\$ 246,409.00	\$ 246,409.00	0.00%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ -	\$ 833.33	\$ 10,000.00	\$ 9,166.67	8.33%
Reserve Computer Fleet	7971	\$ 416.67	\$ -	\$ 416.67	\$ 5,000.00	\$ 4,583.33	8.33%
Reserve Designated Project	7972	\$ 1,666.67	\$ -	\$ 1,666.67	\$ 20,000.00	\$ 18,333.33	8.33%
Reserve Dry Period	7973	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 90,000.00	\$ 82,500.00	8.33%
Service and Supplies		\$ 55,063.20	\$ 50,310.16	\$ 55,063.20	\$ 3,141,115.00	\$ 3,086,272.40	1.75%
YTD Comparison				\$ 4,753.04			

Capital							
Capital	8400	\$ -	\$ -	\$ -	\$ 667,210.00	\$ 667,210.00	0.00%
HCF Grant Trails	8403	\$ -	\$ 72.38	\$ -	\$ -	\$ -	0.00%
HCF Grant Wildlife Programs	8405	\$ -	\$ 768.87	\$ -	\$ -	\$ -	0.00%
Needs Assessment	8422	\$ -	\$ -	\$ -	\$ 68,790.00	\$ 68,790.00	0.00%

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
July 2017 8.33%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Hardwalls GM/HR Offices	8425	\$ 9.20	\$ -	\$ 9.20	\$ -	\$ 9.20	0.00%
Expense		\$ 9.20	\$ 841.25	\$ 9.20	\$ 736,000.00	\$ 736,009.20	0.00%
YTD Comparison				\$ (832.05)			

Expense w/out Capital		\$ 523,007.95	\$ 313,364.18	\$ 523,007.95	\$ 7,526,028.00	\$ 7,003,240.65	6.95%
YTD Comparison				\$ 209,643.77			

**Fund 20 Assessment District
Statement of Revenues and Expenditures
Fund 20 Assessment District
July 2017 8.33%**

Description	Account	Period	Amount	One Year Prior	Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue									
Interest Earnings	5310	\$	-	\$	126.22	\$	-	\$ 389.00	\$ 389.00 0.00%
Assessment Revenue	5500	\$	-	\$	3,170.86	\$	-	\$ 1,072,301.00	\$ 1,072,301.00 0.00%
Revenue		\$	-	\$	3,297.08	\$	-	\$ 1,072,690.00	\$ 1,072,690.00 0.00%
YTD Comparison						\$	(3,297.08)		
Personnel									
Full Time Salaries	6100	\$	4,010.10	\$	4,663.35	\$	4,010.10	\$ 91,142.00	\$ 87,131.90 4.40%
Overtime Salaries	6101	\$	-	\$	-	\$	-	\$ -	\$ - 0.00%
Car Allowance	6105	\$	370.24	\$	370.29	\$	370.24	\$ -	\$ 370.24 0.00%
Cell Phone Allowance	6108	\$	60.16	\$	60.18	\$	60.16	\$ -	\$ 60.16 0.00%
PartTime Salaries	6110	\$	-	\$	-	\$	-	\$ -	\$ - 0.00%
Retirement	6120	\$	703.16	\$	796.47	\$	703.16	\$ 15,247.00	\$ 14,543.84 4.61%
457 Pension	6121	\$	-	\$	-	\$	-	\$ -	\$ - 0.00%
Employee Insurance	6130	\$	408.74	\$	647.37	\$	408.74	\$ 14,910.00	\$ 14,501.26 2.74%
Workers Compensation	6140	\$	412.85	\$	393.64	\$	412.85	\$ 8,695.00	\$ 8,282.15 4.75%
Unemployment Insurance	6150	\$	-	\$	-	\$	-	\$ -	\$ - 0.00%
Loan Pension Obligation	6160	\$	-	\$	-	\$	-	\$ -	\$ - 0.00%
OPEB Expense	6161	\$	-	\$	-	\$	-	\$ -	\$ - 0.00%
PERS Unfunded Liability	6170	\$	-	\$	-	\$	-	\$ -	\$ - 0.00%
Personnel		\$	5,965.25	\$	6,931.30	\$	5,965.25	\$ 129,994.00	\$ 124,889.55 4.59%
YTD Comparison						\$	(966.05)		
Service and Supplies									
Incidental Costs Assess	6709	\$	-	\$	-	\$	-	\$ 29,204.00	\$ 29,204.00 0.00%
Tree Care Assess	6719	\$	-	\$	-	\$	-	\$ 40,000.00	\$ 40,000.00 0.00%
Contracted LS Services	6720	\$	-	\$	-	\$	-	\$ 415,596.00	\$ 415,596.00 0.00%
Park Amenities Assess	6722	\$	-	\$	-	\$	-	\$ 40,000.00	\$ 40,000.00 0.00%
Bank & ActiveNet Charges	6950	\$	-	\$	-	\$	-	\$ 60.00	\$ 60.00 0.00%
Approp Redev/Collection Fees	6960	\$	-	\$	-	\$	-	\$ 7,500.00	\$ 7,500.00 0.00%
COP Debt PV Fields	7950	\$	32,738.25	\$	-	\$	32,738.25	\$ 392,859.00	\$ 360,120.75 8.33%
Service and Supplies		\$	32,738.25	\$	-	\$	32,738.25	\$ 925,219.00	\$ 892,480.75 3.54%
YTD Comparison						\$	32,738.25		
Total Expense		\$	38,703.50	\$	6,931.30	\$	38,703.50	\$ 1,055,213.00	\$ 1,017,370.30 3.67%

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

TO: BOARD OF DIRECTORS

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

DATE: September 7, 2017

**SUBJECT: SENIOR AND COMMUNITY RECREATION FACILITY
NEEDS STUDY AGREEMENT**

RECOMMENDATION

It is recommended the Board authorize the General Manager to enter into an agreement with Greenplay LLC to perform a Senior and Community Recreation Facility Needs Study.

BACKGROUND

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

In June of 2017 the District entered into an agreement (Attachment 1) to complete a Senior and Community Recreation Facility Needs Study (Study) in conjunction with the City of Camarillo (City). This agreement also established a Joint Needs Study Ad Hoc Committee (Committee) consisting of the City's and District's Liaison Committees. This Study will further the efforts identified three (3) years ago and will further outline mechanisms to meet the facility needs within the community.

ANALYSIS

The purpose of the Study is to evaluate the current shortage of recreational and educational space. The District and the City are seeking to better understand the recreational and educational needs of the community with an emphasis on the senior population. With information from the Study, the District and the City will be able to better plan for the expansion of existing facilities and/or the construction of new facilities to accommodate the indoor recreation needs of the District's and City's constituents. The RFP includes six different tasks to develop a comprehensive recreation facility needs study that addresses current gaps in recreation and park

facilities, as well as project needs that will enable future planning efforts. The six different tasks staff identified to accomplish this goal include:

- 1) Evaluate Current Indoor Programming and Facilities
- 2) Determine Current and Future Indoor Recreation and Facility Needs
- 3) Perform a Gap Analysis
- 4) Identify Solutions to Meet the Recreation Needs of the Community
- 5) Identify Specific Funding Strategies to Implement and Maintain Proposed Solutions
- 6) Final Report Preparation and Presentation

A key component of the Needs Assessment will be a systematic approach to data collection. Collecting data from people in the community provides the community with the opportunity to gain a voice in the process of policy making. Having reliable citizen input serves an extremely important procedural purpose since many policy decisions could be adjusted by what the citizens might say and/or want as the District makes choices between different kinds of recreation options. The methods which Greenplay will use to gain citizen input are: a minimum of 8 stakeholder interviews, a statistically valid survey, 2 community wide meetings, and at least 3 separate presentations. In the event the Needs Assessment confirms the need for a facility, Greenplay will partner with an architect firm to provide cost estimates and basic conceptual plans.

A methodology report (Attachment 2) compares the three firms and the methods they intended to use to accomplish the goal of this study. Three proposals were received and evaluated by the Committee utilizing the following eight criteria:

- 1) Past Performance Record
- 2) Staffing Capabilities/Technical Competence
- 3) Approach to Work
- 4) Quality Control
- 5) Ease of Use
- 6) Creativity
- 7) References
- 8) Fees

This comparison resulted in the Committee recommending Greenplay to the District Board. The proposal by Greenplay is included as Attachment 3; all other proposals as well as examples are available at <http://pvrpd.org/administration/directors/agenda/default.asp>.

FISCAL IMPACT

The District Budget for FY 17/18 allocated \$68,790 to perform the Study. The not to exceed price proposal from Greenplay is \$89,315; this cost will be shared with the City of Camarillo. Both the District as well as the City have agreed to pay for half the cost. The anticipated fiscal impact to the District is \$44,658. In the event the actual costs were to exceed \$68,790, staff would come back to the Board to seek approval.

RECOMMENDATION

It is recommended that the Board authorize the General Manager to enter into an agreement with Greenplay LLC to perform a Senior and Community Recreation Facility Needs Study.

ATTACHMENTS

- 1) Cooperative Agreement (4 pages)
- 2) Methodology Comparison (1 page)
- 3) Greenplay Proposal (84 pages)

**COOPERATIVE AGREEMENT BETWEEN THE PLEASANT VALLEY
RECREATION AND PARK DISTRICT AND THE CITY OF CAMARILLO
REGARDING SENIOR AND COMMUNITY RECREATION FACILITY
NEEDS STUDY**

This Cooperative Agreement Regarding Senior and Community Recreation Facility Needs Study ("Agreement") is entered into by and between the Pleasant Valley Recreation and Park District ("District") and the City of Camarillo ("City") and shall be effective on the date signed by the last party to sign the Agreement. The District and City are collectively referred to here as the "Parties".

RECITALS

A. The District owns property at 1605 E. Burnley Street in Camarillo which houses the District's administrative offices and many of the District's indoor recreational and educational classes (known as the "Community Center"), including those used for senior citizen recreation and education. Additional facilities used by the community are located across the District.

B. The community of Camarillo is experiencing a shortage of recreational and educational space. The District and the City are seeking to better understand the recreational and educational needs of the community with an emphasis on the senior population within the city limits of Camarillo and within the District's service area.

C. The City serves a growing and increasingly active senior population, and desires to assist the District in providing for the recreational and educational needs of this population.

D. The Parties are entering into this Agreement for the purpose of jointly funding a Senior and Community Recreation Facility Needs Study ("Study") to provide recommendations to the District in regard to current District activities and any new proposed activities that would benefit Camarillo seniors and the community as a whole.

WHEREFORE, the Parties hereby agree to the following terms:

1. **RECITALS.** The foregoing Recitals are true and correct and are hereby incorporated by this reference.

2. **REQUEST FOR PROPOSALS.**

a. District staff and City staff will collaborate on the drafting of a Request for Proposals ("RFP") to select a Consultant ("Consultant") for the Study.

b. The draft RFP will be submitted for review to the Joint Needs Study Ad Hoc Committee ("Committee") which shall make a recommendation to the District Board regarding the issuance of the RFP. The "Committee" will consist of the Liaison Committees of the Parties.

c. The RFP will be issued by the District once the RFP has been approved by the District and the Committee.

d. The Committee will review all responses to the RFP, interview qualified firms, and recommend to the District Board: (1) the preferred Consultant to perform the Study; (2) any needed adjustments to the proposed Scope of Work; and (3) the not-to-exceed cost of the Consultant to provide the Scope of Work.

3. CONTRACT.

a. Upon selection of a Consultant, the contracting parties for the contract ("Contract") for the preparation of the Study will be the District and the Consultant.

b. The Contract will be administered by the District.

4. COST SHARING.

a. The Parties agree to pay, in equal amounts, the Consultant's not-to-exceed cost to prepare the Study.

b. The District will pay the Consultant and the City will reimburse the District for half of the Consultant's costs to prepare the Study within 30 days of the presentation of the Consultant's invoice to the City Manager. Invoices from the Consultant are expected monthly.

c. The District may only issue a Notice to Proceed to the Consultant to begin work on the Contract after such time as the City approves the expenditure of monies for its half of the not-to-exceed costs of the Contract.

d. The Parties recognize that additional work may be desired of the Consultant beyond the approved Scope of Work, leading to an additional cost to be equally borne by each Party, and therefore each Party will approve an initial project appropriation in an amount equal to 120% of that Party's half of the Contract. In such an event, the District Board, after consultation with the Committee, will approve an amendment to the Contract and any additional funding necessary. Prior to the commencement of such additional work, the City must consent to the change in additional funding needed.

5. SUPPORT. The District staff and City staff will provide technical assistance as needed to support the Consultant's work, including the gathering of available data

necessary to support the Consultant as a part of the Contract, scheduling and advertising community outreach meetings, reviewing and commenting upon drafts of the Consultant's work, and generally supporting the effort to produce the Study.

6. ACTION BY BOARD. The Committee will review the final draft of the Study and recommend that the District Board receive and file the Study. The City's Liaison Committee will then present the Study's recommendations to the City Council. The Ad Hoc Committee will then discuss potential implementation strategies for District and City consideration and action.

7. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties hereto with respect to the matters contained herein, and supersedes any prior agreement or understanding, oral or written. This Agreement may not be amended except in writing and signed by both parties.

8. NOTICES.

All notices must be given in writing and transmitted by email and U.S. Mail addressed to the parties at the following addresses, unless changed by a written notice delivered to the other party.

Pleasant Valley Recreation and Park District
Attention: Mary Otten, General Manager
1605 E. Burnley Street
Camarillo, CA 93010
Email: motten@pvrsd.org

City of Camarillo
Attention: Dave Norman, City Manager
601 Carmen Drive
Camarillo, CA, 93010
Email: dnorman@cityofcamarillo.org

9. INTERPRETATION. This Agreement will be construed under the laws of the State of California, and will not be strictly construed for or against either party as a result of their joint preparation of this Agreement.


IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

By: 
Neal Dixon, Board President

Dated: 7/17 2017

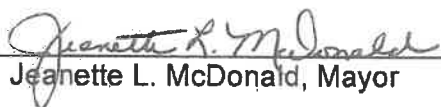
ATTEST:


Mitchell Cameron, Clerk of the Board

APPROVED AS TO FORM:


Tiffany J. Israel, District Counsel

CITY OF CAMARILLO


By: 
Jeanette L. McDonald, Mayor

Dated: July 14, 2017

ATTEST:


Jeffrie Madland, City Clerk

APPROVED AS TO FORM:


Brian A. Pierik, City Attorney

Summary of Firm Methodologies and Deliverables Relative to Specifications of Facility Needs Study

KEY	
+	Item is in Addition to Specifications
-	Item from Specifications Not Included in Proposal
*	Represents Methodology to Obtain Community Input
**	Optional Service/Deliverable

RFP Specifications and Facilities:	Ballard King	GreenPlay	PROS Consulting
1. Evaluate Current Indoor Programming and Facilities:	Meets Specifications	+ Strategic Kick Off Meeting + GIS files for Current facilities + Indoor and outdoor program assessment	+ Strategic Kick Off Meeting
A. Deliverable	Meets Specifications	Meets Specifications	Meets Specifications
2. Determine Current and Future Indoor Recreation and Facility Needs of the Community:	* (1) Community Meeting * (1) Statistically Valid Survey performed by ETC * (8) Stakeholder/User group interviews ** option for online survey \$5,500	* (2) Community Meetings * (1) Statistically Valid Mail Survey performed by RRC * (3) Board meeting/Presentations * (8+) Stakeholder/User group interviews	* (2) Community Meetings * (8-12) Stakeholder/User group interviews * (1) Online Survey * (1) Statistically Valid Survey performed by ETC 350 residents 5.2% at 95% confidence
A. Deliverable	Meets Specifications	Meets Specifications	Meets Specifications
3. Perform a Gap Analysis	Meets Specifications	+ Demographic Projection + Trend Analysis + SWOT Analysis + Development of short-term and long-term strategy for planning of potential programs + Ranking and prioritization of demands and opportunities	+ Demographic analysis + Trend Analysis + Level of service standardization + Facility and program prioritization + Benchmarking and comparative analysis
A. Deliverable	- A report that summarizes future needs in the community, the ability of existing facilities to meet these needs. And the identification of potential facility improvements that will be needed - Proposal did not include architectural services	- Summary Report of SWOT analysis, as well as an identification of needs, and an indication of potential responses to duplication and opportunities for collaboration. Conceptual plan to meet community needs; construction and operational cost estimates	Meets Specifications
4. Identify Solutions to Meet the Recreation Needs of the Community	Meets Specifications	+ Operational assessment + Operational budget and a Five-Year Pro Forma + Proposal included the use of an architect	+ Develop vision and core programming + Development of operational standards + Proposal Included the use of Williams Architects ** option for space allocation linkage diagram \$3,700 ** option for conceptual building design and illustration \$13,750
A. Deliverable	Meets Specifications	Meets Specifications	Meets Specifications
5. Identify Specific Funding Strategies to Implement and Maintain Proposed Solutions	Meets Specifications	+ Identification of Partnerships + 5-10 year funding sources **option for detailed financial analysis	Meets Specifications
A. Deliverable	- Proposed deliverable does not include visual aids; e.g. plans and conceptual drawings + Will utilize the services of LPA Architectural firm if study indicates need	Meets Specifications	+ Will provide a functional financial modeling tool + Will provide a financial plan
6. Final Report	Meets Specifications	Meets Specifications	Meets Specifications
A. Deliverable	- Does not include cost to print draft and final versions of documents	- Does not include cost to print draft and final versions of documents	+ Will provide an immediate, short, and long-term implementation plan(2017-2023)
Price Proposal	\$66,000	\$89,315	\$79,798

PROPOSAL FOR PROFESSIONAL PLANNING SERVICES



**Senior and Community Recreation Facility
Needs Study
Pleasant Valley Recreation and Park District
COST PROPOSAL**

Submitted Date: July 24, 2017





Pleasant Valley Recreation and Park District Needs Assessment for Senior and Indoor Recreation Tasks and Key Milestones				
	GreenPlay	RRC	Architect	Total
A. Strategic Kick-Off and Determination of Critical Success Factors	\$8,400			\$8,400
B. Evaluate Current Inventory and Facilities	\$5,250		\$1,500	\$6,750
C. Community and Stakeholder Engagement	\$13,230	\$15,500		\$28,730
D. Gap Analysis	\$9,030		\$6,000	\$15,030
E. Solutions to Meet Community Needs	\$9,765			\$9,765
F. Funding Strategies	\$3,780			\$3,780
G. Draft and Final Plans, Presentations, and Deliverables	\$13,860		\$3,000	\$16,860
Total	\$63,315	\$15,500	\$10,500	\$89,315

This project is billed as Firm-Fixed Fee, meaning that all travel, reimbursables, and deliverables are built into the per task cost.

Fee Basis

GreenPlay does not bill on an hourly basis. We have established an inclusive fee schedule that covers the salaries of our professional project staff and of support staff who enable them to function effectively and efficiently. We consider the prevailing rates in our industry and the level of specialized expertise that we provide.

For projects such as this, which require more than 100 hours of work, GreenPlay typically recommends and proposes using a Firm-Fixed Price model for compensation. This means that the contract is based on a projected number of hours, but the compensation is actually based on the completion of pre-determined contracted tasks identified in the Scope of Work and within a pre-specified timeline.

This typically works well for the client, ensuring that all work is accomplished regardless of the time required to complete each task. In the event that the contracted Scope of Work is changed by the client during the project, GreenPlay can adjust total contract fees accordingly based on our regular hourly rates. This project is proposed as a Firm-Fixed Fee project; therefore, individual hourly rates and projected number of hours are not applicable.

Our rates include:

- All deliverables as outlined in the Scope of Work.
- Professional staff, sub-consultant, and administrative salaries.
- All office overhead, equipment, utilities, and consulting insurances.
- Taxes, employee benefits, and Worker's Compensation.
- Administrative support staff and supplies, and local travel.
- Work Products and meetings as outlined in the Scope of Work.
- All travel costs are built into the firm-fixed fee.

Rates do not include:

- Materials and services outside of the pre-specified Scope of Work (may include extra meetings, requested copies and printing of work products).
- Geotechnical services and reports.
- Topographic and boundary surveys (site surveys).
- Site Testing.
- Project related legal and safety consultant services.
- Permits and fees borne by the agency.
- Detailed schematic and construction documents.

As a baseline:

GreenPlay's rate for additional services is based on an average of \$150 per hour if not proposed as "firm-fixed fee." For sub-consultants, hourly rates range from \$60 to \$150 per hour, depending on the task. As this project is based on a firm-fixed fee, our consultants will dedicate the necessary time to complete the project. Our sub-consultant team members set their hourly rates according to their individual firm fee schedules. While the hourly rates may sound high, when considering the costs for implementing additional experienced and professional full-time staff, benefits, insurances, office space, computers and equipment, support staff, utilities, etc., we find that this rate is usually comparable to or lower than what an agency would spend for in-house staff. An additional benefit is that when the project is finished, the expense ends. GreenPlay typically submits an invoice for payment to the project manager/primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month. Other structures for compensation and payment can be negotiable prior to contract award.

GreenPlay Policy on Project Delays

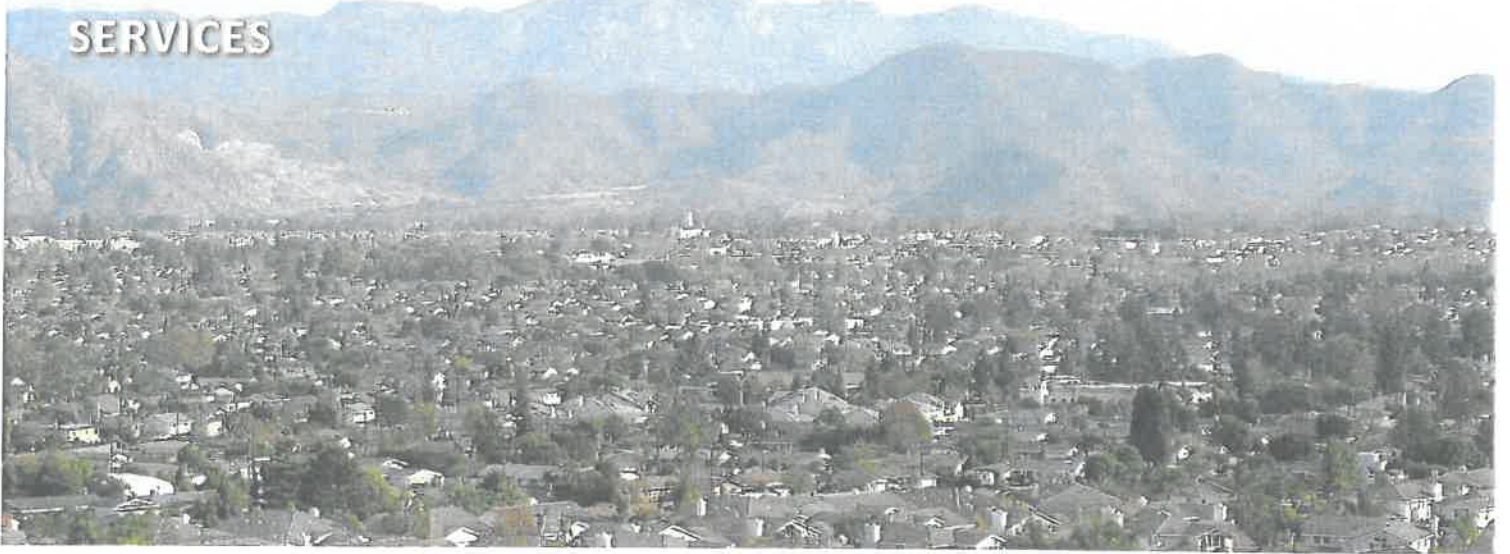
GreenPlay team members strive to complete our projects in a timely and efficient manner. We will work with your Project Manager to set an expedient and realistic "contracted end date" during our Strategic Kick Off session. This policy takes into consideration delays due to operational and approval constraints, scheduling, and other internal and external factors.

There is an added cost for GreenPlay when projects are extended beyond a contracted end date, including staff reassignment, loss of capacity to perform other work, and administrative schedule changes that may impact other projects. Our policy on project delays can be discussed during the Contract Negotiations phase.

Pleasant Valley Recreation and Park District Needs Assessment for Senior and Indoor Recreation										
Name Title Responsibilities	Chris Drolinski Contracting Principal Creation and management of contracts	Art Thatcher Principal in Charge Oversight of team, editing and review of documents and work products	Tom Diehl Project Manager Staff/team management, client interaction, writing documents, presentation of plans and recommendations to clients, stakeholders and public	Gareth Jones Project Consultant GIS Mapping	Administrative	GP	RRC	Architect	Sub-Total	Travel
Labor Category										
Pay Rate (salary only)	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150		
Task										
A. Strategic Kick-Off and Determination of Critical Success Factors	3	4	6	0	3			0	\$2,400	\$3,000
Document preparation		8	10						\$2,700	
Meeting coordination		0	2						\$300	
B. Evaluate Current Indoor Programming and Facilities	0	4	2	0	1		10		\$2,550	\$0
An overview of the District and City offerings and standards			2						\$300	\$0
Gather readily available government demographic data			2		1				\$2,400	\$0
Indoor Asset inventory and analysis			2						\$300	\$0
Indoor Facility inventory and analysis			2		13				\$300	\$0
Indoor Program inventory and analysis			2						\$300	\$0
Inventory of facilities and indoor programs offered by other government and private organizations			2						\$300	\$0
C. Determine Current and Future Indoor Recreation and Facility Needs of the Community	0	14	20	0	4			0	\$8,730	\$3,000
Perform at least 1 Community Wide Meeting		4	6						\$1,500	\$0
Perform at least 1 formal community survey or questionnaire							103		\$15,500	\$0
Perform at least 8 stakeholder/user group interviews		4	8						\$1,800	\$0
Review and evaluate industry standards and trends		2	8						\$1,500	\$0
D. Perform a Gap Analysis		4	4	33	3			40	\$12,629	\$0
Identify staffing requirements and budget necessary to fulfill current and future needs			4						\$600	\$0
Identify program changes necessary to fulfill current and future needs			4						\$600	\$0
Identify operational requirements necessary to fulfill current and future needs			4						\$600	\$0
Identify facility requirements necessary to fulfill current and future needs			4						\$600	\$0
Findings Presentation		4	24		2				\$4,485	\$1,500

F. Identify Solutions to Meet the Recreation Needs of the Community	\$1,280	0	4	4	1	0	\$1,280	\$0
Identify staffing requirements and budget necessary to fulfill needs	\$600		4				\$600	\$0
Identify program changes necessary to fulfill needs	\$600		4				\$600	\$0
Identify operational requirements necessary to fulfill needs	\$600		4				\$600	\$0
Identify facility requirements necessary to fulfill needs	\$600		4				\$600	\$0
F. Identify Specific Funding Strategies to Implement and Maintain Proposed Solutions	\$2,280	0	4	10	1		\$2,280	\$0
Private funding including donations, volunteers and foundations	\$750		5				\$750	\$0
Provide case studies of funding mechanisms and construction of similar facilities within Southern California cities that have Special Districts	\$750		5				\$750	\$0
G. Draft and Final Plans, Presentations, and Deliverables	\$16,860	17	8	40	4	13	\$15,360	\$1,500
TOTAL HOURS		20	64	198	20	27	\$35	\$9,000
SUBTOTAL COSTS		\$3,000	\$9,600	\$29,700	\$3,015	\$4,000	\$15,500	\$10,500
PROJECT COST (PER FIRM)		\$54,315				\$15,500	\$80,314	\$9,000
TOTAL PROJECT COST		\$89,315					\$80,315	\$9,000

PROPOSAL FOR PROFESSIONAL PLANNING SERVICES



Senior and Community Recreation Facility
Needs Study
Pleasant Valley Recreation and Park District
Submittal Date: July 24, 2017

GREENPLAY LLC

*The Leading Edge In Parks, Recreation,
And Open Space Consulting*

Table of Contents

I. Qualifications and Experience 3

II. Proposed Project Team 5

III. Proposed Project Approach 11

IV. Representative Project Experience 19

V. Conflict of Interest 25

July 24, 2017

Pleasant Valley Recreation and Park District
Mr. Mitchell Cameron
1605 E. Burnley St.
Camarillo, CA 93010

Dear Mr. Cameron and Members of the Selection Committee:

GreenPlay, LLC, is pleased to submit a proposal to develop a Senior and Community Recreation Facility Needs Study. We understand that the Pleasant Valley Park and Recreation District, in conjunction with the City of Camarillo, would like to conduct a needs assessment for senior programming and other indoor recreation. We know that the District currently operates a senior center and recreation center for its service area, which is comprised of the City of Camarillo and the surrounding area. This study will include a market assessment and ample public input to determine whether or not there are gaps in indoor recreation programming for seniors and other members of the community. This information will be used to make recommendations about how the District can fill these gaps.

Since 1999, GreenPlay has provided professional management and operations consulting and related services for diverse communities and agencies in southern California and across the United States. GreenPlay has successfully completed such projects for over 450 communities of all sizes. Our team has extensive expertise in:

- Market demand analysis.
- Comprehensive needs assessment.
- Senior center and indoor recreation facility capital and operating cost estimating.
- Operations and management planning (Pro Forma, rate sensitivity assessment, projected demand, etc.).
- Broad knowledge of cost and performance characteristics of similar facilities.

Our team will consist of **Tom Diehl, CPRP**, as Project Manager, **Gareth Jones, PhD**, as Project Consultant, **Art Thatcher, MPA, CPRP**, as Principal-in-Charge, and **Chris Dropinski, CPRE**, as Contracting Principal-in-Charge. **RRC Associates** will design and implement the statistically-valid survey, and we will work with a District-approved architect for concept design and conceptual costing. GreenPlay serves as an unbiased, objective third party with no inherent benefit in making certain recommendations. Along with experience in evaluating the need for similar facilities, GreenPlay team members have direct experience managing them as well.

We pride ourselves on being available and accessible to your agency, and partnering with you to help achieve your goals. If you have any additional questions, please feel free to contact me at the number listed below. I am authorized to represent GreenPlay.

Sincerely,



Teresa Penbrooke, MAOM, CPRE
CEO and Founding Managing Member
GreenPlay LLC
(303) 870-3884 (direct)
TeresaP@GreenPlayLLC.com



I. Qualifications and Experience

FIRM HISTORY

COMPANY OVERVIEW

GreenPlay, LLC, is a purposefully small and nimble limited liability company headquartered in Louisville, Colorado. Founded in 1999, we operate as a **CONSORTIUM OF EXPERTS** to provide management and consulting services for park, recreation, open space, and related quality of life agencies. We serve as a resource for agencies by organizing teams that are responsive, experienced in the field, and who understand the needs of individual communities. Our firm works nation-wide with 16 employees and over 75 technical consortium affiliates and sub-consultants to complete projects for large and small agencies throughout the nation. GreenPlay has successfully completed over **450** projects, working with local, state, and national government agencies, as well as with private sector organizations.



Administrative Headquarters
1021 E. South Boulder Rd., Suite N
Louisville, CO 80027

Project Specific Experience

A Proven Record of Experience and Expertise in Parks and Recreation Planning

These types of projects are not an adjunct service for our firm! This is what we do at GreenPlay, everyday, successfully, for small and large communities of all types, all over the United States. We also regularly teach others around the country how to complete similar projects. We have a strong national reputation based on many years of experience with staff who will help you to develop a community-specific plan that will be easily implemented, help gain engagement and consensus, and will determine the recreation needs of the District and its senior population.

Relevancy of Similar Work Experience

Our firm has experience that is directly relevant to this project. We have completed similar studies for many other communities in Southern California and throughout the United States, including the Desert Recreation District, Palm Desert, Palm Springs, San Gabriel, Encinitas, Santee, San Diego County, the City of San Diego, the Riverside Regional Park and Open Space District, and many others. We will be able to quickly discern key issues in your community and help you plan to address them in an effective manner.

Experience Working With Governmental Agencies

Ninety-five percent (95%) of our projects have been performed for public clients. Collectively, the GreenPlay Team offers a comprehensive set of skills built on a foundation of excellent verbal and written communication abilities. We are known for our proven experience in dealing with adjacent and associated public and private entities. Our experience allows us to effectively manage our time while producing plans that are detailed, customized, and implementable.

Unique Qualities of the Firm

Management Approach and Philosophy Toward Parks and Recreation Planning

We believe that parks and recreation assets contribute to the quality of life that makes a community a desirable place to work, live, and play. GreenPlay consultants are all passionate about developing plans and documents that work conceptually and are implementable in each individual community. Our staff members are effective in leading a comprehensive public process to accurately reflect your community's needs. We develop planning and operational options that establish a balance between innovation and experience, conservation and active recreation, design excellence and cost control, and creativity and functional accommodation. We also understand the need to create a delicate balance between economic benefits and provision of equitable service, along with an appropriate mix of active and passive elements for all types of service demands.

Negative History

We have no negative history to report.

MANAGEMENT STRUCTURE

GreenPlay operates with two Managing Members and two additional Principals.

Teresa Penbrooke, PhDc, CPRE, CEO and Founding Managing Member (Owner)
Founded GreenPlay in 1999

Teresa brings substantial career experience and planning expertise to projects for large and small communities on a national level. She founded GreenPlay in 1999, and has been integral in the research, quality, recommendations, and implementation of the innovations that GreenPlay contributes to the field. In addition to leading projects and the firm, she teaches and researches best practices around the country. She is an Official Visitor Chair for the Commission on Accreditation for Parks and Recreation Agencies (CAPRA). Teresa also co-founded GP RED in 2008. She now divides her time between special projects, research endeavors, and administration of the firm. Teresa has specifically managed needs assessments and senior center studies.

Chris Dropinski, Senior Principal and Managing Member (Owner)
Joined GreenPlay in 2001

Chris is a Certified Parks and Recreation Executive who has 24 years of Parks and Recreation administration and management and over 40 years in the field to support her current consulting role. Her passion for teaching and moving the field forward has led to many successful master planning and feasibility projects across the country. She served as Director of the City of Boulder, Colorado, Parks and Recreation Department for over a decade, providing leadership for the development and provision of parks, open space, trails and recreation services. Chris has a unique and respected approach toward addressing such challenging areas as needs assessments, policy development, organizational development, strategic management, revenue philosophy in the public setting, building relationships with alternative providers, partnership building, cost benefit analysis, developing board/staff relationships, and establishing an effective public engagement process. Chris is a well known speaker at the local, state, and national level on many of these topics.

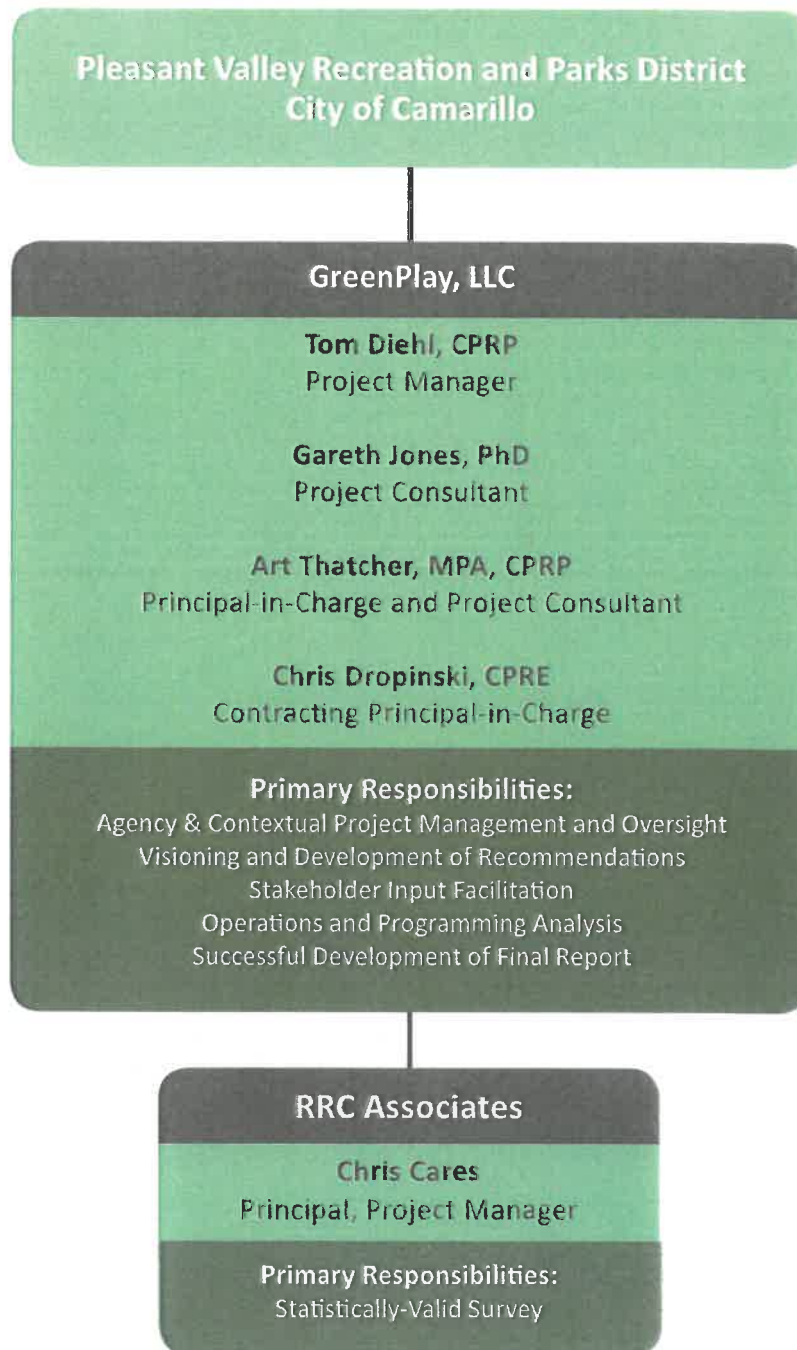
Pat O'Toole, Principal
Joined GreenPlay in 2003

Pat brings more than 30 years of management planning for parks and recreation agencies, and has led projects for GreenPlay since 2003. Prior to joining GreenPlay, Pat was President of OATS LLC, a private park and recreation consulting firm, and worked for many years as a Principal for Leon Younger and PROS. Pat also has previous management experience as both a director and an assistant director for several progressive agencies in four different states. He brings to GreenPlay extensive expertise in planning, operations, budgeting, pro formas, cost recovery and activity-based costing, funding sources, customer service, partnerships, efficiencies, public process, and all other facets of park and recreation agency management. He is skilled at leading forward-focused projects and teams, specifically related to creating vision and implementation.

Art Thatcher, MPA, CPRP, Principal
Joined GreenPlay in 2013

Art is a Certified Parks and Recreation Professional with 30 years of experience in public parks and recreation operations, programming and administration, volunteer board leadership, facility design and operations, and community engagement. Throughout his career, Art has concentrated on strategic and master planning, youth civic engagement and teen comprehensive planning, operations and facility management planning, outdoor adventure recreation development and programming, and community engagement facilitation. Art also has extensive experience working with local, state, and national legislators as a subject matter expert and an advocate for the profession. Art is a well known speaker at the local, state, and national level, and lecturer in the Parks, Recreation and Tourism Department at Old Dominion University.

II. Proposed Project Team



Identified team members will be available to complete this project. We understand that this plan is primarily an assessment of, and solutions for, community needs, programming options, and facility operating costs and potential revenues. An architect will be chosen after award of the project in consultation with the Park District and the City.



Tom Diehl, CPRP

Project Consultant



Work Experience

Tom is a Recreation and Athletics Management Professional with over 30 years of experience at both public and private institutions. While Tom has concentrated on program and facility enhancement, his general expertise includes strategic and master planning, feasibility studies, capital and operational planning, budgeting, resource management, procurement/contract administration, equipment specifications, construction management and historical renovations. He has extensive experience with community needs assessments, recreation programming, community relations, and special events management. He has successfully overseen capital projects valued up to \$60 million.

Education

Master of Science,
Syracuse University,
August 1990

Bachelor of Science,
Syracuse University,
December 1982

Select Professional Affiliations and Development

- Long time NIRSA and NRPA member
- The Grace E. Harris Leadership Institute – VCU Leadership Development - October 2013
- NIRSA School of Recreational Sports Management - June 1997
- Has been CPR/First Aid/AED certified, Certified Pool Operator, Certified Emergency Shelter Operator
- Active Shooter Training

Representative Positions

- Project Consultant/Manager for GreenPlay with a focus on site operational planning and management, along with integration of stakeholder needs into overall systems success.
- Director and Associate Director of Recreational Sports at Virginia Commonwealth University.
- Assistant Athletic Director for Facilities at Marist College
- Intramural Director, Facility Director, HPE Instructor and Lacrosse Coach at Le Moyne College.
- Played Division I Lacrosse at Syracuse University.
- 13 years of experience coaching at the university level, high school coaching experience and experience coaching almost all sports at various youth levels.

Representative Facility Project Management Experience

Similar GreenPlay Projects

- Aspen, CO – Recreation Center Fitness Center Expansion Feasibility Study
- Colchester, VT – Health and Wellness Ctr. Needs Assessment and Master Plan
- Redmond, OR – Recreation Center Feasibility Study
- Santee, CA – Parks and Recreation Master Plan Update
- Superior, CO – Pool Feasibility Study
- Vancouver, WA – Maintenance TCO and Alternative Analysis
- Waukesha, WI – Recreation Center Feasibility Study
- Walnut, CA – Ranch Park Expansion Project Aquatics Center Operations Study
- Wilsonville, OR – Parks and Recreation Master Plan

University Recreation Projects

- \$56 million Cary Street Gym and Jonah L. Larrick Student Center Construction/Renovation Project
- Cary Street Gym Historic Restoration Project after 3 alarm fire

Areas of Expertise

- Master/Strategic Planning & Needs Assessments
- Feasibility Studies & Operational Programming
- Pricing Philosophy
- Organizational Structuring
- Special Projects Promotions and Marketing
- Alternative Funding & Partnerships
- Business Planning
- Policy Development
- Research Studies
- Marketing & Public Relations Strategies
- Information Technology Plans
- Retreat Facilitation & Seminar Planning
- Accessibility Assessments
- Transition Plans
- Cost-Benefit Analysis



Art Thatcher, MPA, CPRP

Principal



Work Experience:

Art is a Certified Parks and Recreation Professional with 30 years of experience in public parks and recreation operations, programming and administration, volunteer board leadership, facility design and operations, and community engagement. Throughout his career, Art has concentrated on strategic and master planning, youth civic engagement and teen comprehensive planning, operations and facility management planning, outdoor adventure recreation development and programming, and community engagement facilitation. Art is a well known speaker at the local, state, and national level, and lecturer in the Parks, Recreation and Tourism Department at Old Dominion University. He was the 2014 President and Chair of the Board of the Virginia Recreation and Parks Society. He has become known as a national expert in working with coastal communities, including those that manage beaches as part of their parks and recreation systems.

- GreenPlay LLC, Project Consultant: 2013 - Present
- Bureau Manager of Recreation and Human Development – City of Norfolk, VA
- Information Technology Project Coordinator – City of Hampton, VA
- Manager of Parks & Recreation – City of Hampton, VA
- Operations Director, Norfolk FestEvents Ltd. – Norfolk, VA
- Director of Parks and Recreation – City of Poquoson, VA

Education & Certification

- Old Dominion University, Masters of Public Administration, 2005
- Christopher Newport University, Bachelors of Science, 1981
- Certified Parks and Recreation Professional, National Recreation & Parks Association (NRPA)
- NRPA Director School, 2010; NRPA
- Aquatic Facilities Operator, 2010; NRPA
- Certified Pool Operator, 2013; National Swimming Pool Foundation
- Aquatic Supervisor, 2009; Boy Scouts of America
- School of Sports Management, 1990; NRPA
- Leadership Training Institute, 2014; VRPS
- The Business Institute for Parks, Recreation and Leisure Services, 2002; NRPA
- LEAD, Weldon Cooper Center for Public Service (UVA), 1999
- Lifeguarding/Waterfront, American Red Cross
- CPR/AED/First Aid, American Red Cross
- Wilderness First Aid, Wilderness Safety Council

Representative Project Experience

Project Manager

- Arlington County, VA – Sports Fields Use Study
- Bethlehem, NY – Parks and Recreation Master Plan
- Carbon Valley Recreation District, CO – Interim Executive Director
- Carbon Valley Recreation District, CO – Parks and Recreation Master Plan
- Caswell County, NC – Parks and Recreation Master Plan
- Darien, CT – Parks Master Plan
- Encinitas, CA – Parks and Recreation Master Plan
- Encinitas, CA – Financial Sustainability Project
- Erie County, NY – Parks and Recreation Master Plan
- Glenwood Springs, CO – Park, Recreation, Open Space and Trails Master Plan
- Gloucester County, VA – Needs Assessment for Parks, Recreation, and Tourism
- Maitland, FL – Parks and Recreation Master Plan
- Martin County, FL – Parks and Recreation Master Plan
- Rolesville, NC – Comprehensive Plan, Recreation Component
- San Diego County, CA – Parks and Recreation Master Plan
- San Gabriel, CA – Parks, Recreation, and Open Space Master Plan
- Sioux Falls, ND – Parks and Recreation Master Plan
- Wake Forest, NC – Parks, Recreation, and Cultural Arts Master Plan
- West Palm Beach, FL – Parks and Recreation Master Plan
- Winchester, VA – Needs Assessment

Principal-in-Charge

- Amherst, NY – Recreation and Parks Master Plan Update
- Clovis, CA – Parks Master Plan
- Manassas, VA – Parks, Recreation, and Culture Needs Assessment and Facilities Plan
- New Hanover County, NC – Department of Parks and Gardens Master Plan
- Santee, CA – Parks and Recreation Master Plan Update
- Wilsonville, OR – Parks and Recreation Comprehensive Master Plan



Gareth Jones, PhD

Special Project Consultant

Education:

Gareth Jones graduated in 2016 from North Carolina State University (NCSU) with a Doctor of Philosophy (PhD) in Parks, Recreation, and Tourism Management. While at NCSU, he also earned his graduate certificate in Geospatial Information Science (GIS). Prior to entering NCSU in the Fall of 2013, Gareth earned his Bachelor of Science (BS) and Master of Science (MS) degrees in Sport and Recreation Management from Temple University. As an undergraduate at Temple University, he also earned a minor in General Business Studies.

Work Experience

Gareth has experience with youth and community development efforts in a variety of sectors. He served as a regional representative for Play Rugby USA, a national non-profit organization pioneering the development of youth through rugby. As a research assistant at Temple University, he also provided summative assessment services for other non-profit organizations promoting positive youth development through sport. He has also interned and worked with parks and recreation departments in the public sector, functioning primarily within the areas of youth sport and youth development. In the private sector, Gareth has worked as a private contractor with SP Plus Gameday, a global event planning organization that specializes in mega-sport events including the Winter and Summer Olympics, Super Bowl, and Gold Cup. He is currently an Assistant Professor of Sport and Recreation Management with the School of Sport, Tourism, and Hospitality Management at Temple University.

Research And Spatial Analysis

Gareth's research focuses on how sport and recreation contributes to youth and community health outcomes. In particular, he utilizes geospatial analysis to study the distribution of supportive recreation services. By gathering, classifying, and symbolizing spatial features and their categorical attributes, Gareth provides visual inventories of community assets and programs. He also utilizes analytical techniques such as hot spot analysis, grouping analysis, and high/low clustering to study the spatial distribution and locational characteristics of services and assets.

GreenPlay Project Experience

- Calvert County, MD – Land Preservation, Parks and Recreation Plan
- Charles County, MD – Land Preservation, Parks and Recreation Plan
- Fraser Valley, CO – Parks, Recreation and Golf Master Plan Update
- St. Mary's County, MD – Land Preservation, Parks, and Recreation Plan Update

Analytical Software Proficiencies

- ArcGIS Desktop
- UCINET Software
- R: The R Project for Statistical Computing
- SAS
- SPSS
- QSR Nvivo

Membership in Professional Organizations

- Academy of Leisure Sciences (ALS)
- National Recreation and Parks Association (NRPA)
- Society of Outdoor Recreation Professionals (SORP)
- North American Society for Sport Management (NASM)
- European Association for Sport Management (EASM)
- Ro Phi Lambda Honorary Society



Chris Dropinski, CPRE

Senior Principal and Managing Member



Work Experience:

Chris is a Certified Parks and Recreation Executive who has 24 years of Parks and Recreation administration and management and over 40 years in the field to support her current consulting role. Her passion for teaching and moving the field forward has led to many successful master planning and feasibility projects across the country. She served as Director of the City of Boulder, Colorado, Parks and Recreation Department for over a decade, providing leadership for the development and provision of parks, open space, trails and recreation services. Chris has a unique and respected approach toward addressing such challenging areas as needs assessment, policy development, organizational development, strategic management, revenue philosophy in the public setting, building relationships with alternative providers, partnership building, cost benefit analysis, developing board/staff relationships, and establishing an effective public engagement process. Chris is a well known speaker at the local, state, and national level on many of these topics.

Education

- Bachelor of Science in Recreation Administration/ Education, Graduated Cum Laude, May 1977 State University of New York at Cortland, Cortland, New York
- Kappa Delta Pi - National Honor Society in Education
- Essence of Leadership Program, Contegritry Program Designs, Inc., 1997
- Essential Development Programs, Conversant Solutions, LLC, 1994-99
- Graduate of Executive Development School, University of Georgia; NRPA Park Planning and Maintenance School; CPRA Recreation Facilities Design and Management School; NRPA Western Revenue Sources Management School, 1983-1988

Professional Affiliations

- Article – Writing Award, Illinois P&R Magazine, 2008
- Top 100 Women-owned Businesses, Colorado Biz, 2003, 2005, 2006, 2007, 2008, 2012, 2013, 2015
- Professional Member of NRPA
- Professional Member Colorado Parks and Recreation Association, President 1989-90
- Certified Parks and Recreation Executive
- Board and Past Chair, NRPA Rocky Mtn Revenue & Mgmt School 2004-2010
- Fellow of the American Academy for Park and Recreation Administrators
- Member PLAY Boulder Parks and Recreation Foundation - 2009 - present
- GP RED – President (2009-2010), Board 2011, Advisory Board 2012-Present

Representative Positions

- GreenPlay LLC, Co-Owner and Senior Principal: 2001 - present
- City of Boulder Parks and Recreation, Colorado, Director: 1990-2001
- Foothills Park and Recreation District, Colorado, Assistant Director: 1981-1990
- South Suburban Recreation and Park District, Colorado, Supervisor: 1977-1981

Representative Project Experience

Chris has led more than 180 projects for GreenPlay. Below is a representative sample:

Principal-in-Charge

- Baltimore Recreation and Park, MD – Services Assessment and Recreation Centers & Aquatics Study
- Encinitas, CA – Parks, Recreation, Open Space, and Beaches Master Plan
- Fraser Valley, CO – Parks, Recreation and Golf Master Plan Update
- Glenwood Springs, CO – Park, Recreation, Open Space and Trails Master Plan Update
- La Quinta, CA – Parks and Recreation Master Plan
- San Gabriel, CA – Parks and Recreation Master Plan
- Riverside County, CA – Regional Parks and Open Space District Master Plan
- Wimberley, TX – Blue Hole Regional Park Master Plan and Operations Plan

Project Manager

- Colorado State Parks, CO – Colorado Front Range Trail Implementation Plan
- Denver Parks and Recreation, CO – Resource Allocation Priorities Study; Recreation Center Assessment
- Gypsum, CO – Recreation Center Feasibility Study
- Irvine, CA – Community Services Department Cost Recovery Analysis
- Kent Parks, Recreation and Community Services Department, WA – Resource Allocation and Cost Recovery Policy Development
- Manitou Springs, CO – Incline Project (Fitness Tourism)
- Vancouver-Clark Parks and Recreation, Vancouver, WA – Organizational Assessment
- Virginia Beach Parks and Recreation, VA – Strategic Plan Update, Cost Recovery and Services Assessment



C. CHRIS CARES

Chris possesses a diverse background in public and private planning. A founding partner of RRC Associates, he specializes in practical applications of research techniques including survey and qualitative research, modeling and applied analysis to solve problems in city planning, administration, and business applications. Parks and recreation needs assessments are particular areas of specialization. Chris has overseen numerous community/citizen surveys in towns and counties throughout the United States, which provide input to parks, recreation, trails, open space, and planning needs assessments. The results of these studies typically become incorporated into parks and open space master plans, or other policy documents.



Professional Experience

1983 to present MANAGING DIRECTOR/FOUNDING PARTNER
RRC Associates, Boulder, CO

Representative Projects

Parks and Recreation Surveys for Master Plans and Needs Assessments:

Amherst, NY	Hunterdon County, NJ	Prospect Heights, IL
Asheville, NC	Littleton, CO	Rancho Cucamonga, CA
Bella Vista Village, AR	Louisville, CO	San Diego County, CA
Cedar Rapids, IA	Manassas, VA	San Gabriel, CA
Colchester, VT	Martin County, FL	Santee, CA
Desert Rec. Dist., CA	State of Maryland	Tualatin Hills, OR
Dunwoody, GA	Maryland-NCPPC-	Waukesha, WI
Encinitas, CA	Prince George County, MD	West Palm Beach, FL
Erie County, NY	Meridian, ID	Winchester, VA
Farmington, NM	State of New Mexico	Wilsonville, OR
Fitchburg, WI	Palm Springs, CA	
Gloucester County, VA	Pearland, TX	

RELEVANT BOARD EXPERIENCE
(Former) Breckenridge Outdoor
Education Center, Breckenridge, CO –
boec.org

GP RED – Research, Education and
Development for Health, Recreation and
Land Management – gpred.org
(currently board president)

Tourism and Ski Area Visitor Research (examples include National Ski Areas Association, Colorado Tourism Office, Vail Resorts, Copper Mountain, Telluride Ski and Golf Company, Crested Butte Mountain Resort, Cedar Rapids, IA)

Housing and Transportation Needs Assessments (examples include Boulder, Lafayette, Longmont and Westminster, CO, Eagle County and Town of Vail; Grand Junction, Pueblo, Weld County, CO)

Education

Master of City Planning: Harvard University, 1975
Bachelor of Arts, Political Science: University of Rochester, 1972
University of Michigan, 1971

Further Work Experience

1977-81 PLANNER/ASSOCIATE, Gage Davis Associates — Boulder, CO
Associate in charge of research studies for major destination resorts in Colorado and Utah
1976-77 PLANNER, City of Boulder — Boulder, CO
1975 PLANNER, Lincoln-Uinta Counties Planning Office — Kemmerer, WY

III. Proposed Project Approach

PROJECT UNDERSTANDING

We understand that the Pleasant Valley Recreation and Park District, in conjunction with the City of Camarillo, is interested in conducting a Needs Assessment for senior recreation and indoor recreation within the community. This study will allow the District to determine how its current senior center and indoor recreation facility are meeting the needs of the community. The Park District currently serves the City of Camarillo and the surrounding area, a population of about 77,000. According to the District's 2013-2018 Strategic Plan, over 33% of households in the Sphere of Influence have members over the age of 65. Of the 28 parks and facilities managed by the District, one is a senior center, and one is an indoor community center. This plan will include extensive community feedback, along with a market assessment and needs assessment

to determine whether or not the District should expand these existing facilities, or if new facilities will be needed.

To identify potential gaps in senior recreation services, along with indoor recreation facilities and services, our team will engage the community to determine participation levels, unmet needs, use of alternative providers, support for funding of a new or expanded center, and other information that will lead to implementable recommendations. We will work closely with the District, the City of Camarillo, and other stakeholders to identify gaps in indoor recreation and activities for the senior population and other members of the community.

PROPOSED SCOPE OF WORK

A. STRATEGIC KICK OFF & DETERMINATION OF CRITICAL SUCCESS FACTORS

GreenPlay will provide a **Detailed Work Plan** following award of contract for discussion at an on-site Strategic Kick Off (SKO) meeting with the District's project team. At this meeting, we will define the process, identify known issues/concerns, review the details of the work plan and budgets, review relevant information from previous and/or current planning documents, formalize the timeline (including accepted methodologies and tasks, and final number and types of meetings), determine the expected quality and formats for deliverables, and come to an agreement on implementation strategies. We will set a timeline and review the details for the public involvement process and the anticipated approval process with you.

Project Coordination

We will work closely with your team during SKO to identify key **"Critical Success Factors"** that will ensure that this project is successful and achieves your desired level of involvement and outcomes. We will supply written **Monthly Progress Reports** that cover recent progress, outstanding issues or information, and upcoming meetings and agendas. We will always be available for phone, video conferencing and/or email communication.

Integration of Existing Vision, Goals, Operations, Budgets, and Plans

Our team will evaluate and effectively utilize information from recent and/or current planning work to ensure consistency. We will consolidate relevant information from vision and mission statements, planning documents, inventory maps, budgets, work plans, funding plans, and other relevant planning documents utilized by the District to facilitate the comprehensive coordination of direction and recommendations.

B. EVALUATE CURRENT INVENTORY AND FACILITIES

Activity Profile/Competitive Facilities

Data will be assembled, evaluated, and presented on existing senior and indoor recreation facilities and programs that serve the region, including levels of use, marketing and promotion efforts, and technical capabilities. At a minimum, and to the extent reasonably available, data will include:

- Description of facilities
- Current use/activities
- Current attendance/marketing efforts
- Political, structural, and organizational factors
- Operating costs, management and operational structures
- Economic impact on region and financial performance, if available

Facilities Assessment

All available base GIS/CAD materials will be utilized to compile a comprehensive, updated assessment of the of the District's senior and indoor recreation facilities and programs. Additionally, we will research, collect, and assemble other data necessary to complete the project. We can work with various information formats and will produce the final deliverables in both shapefile and textual formats that are dynamic and easily used and become the property of the District upon completion of the project.

We will then create an updated GIS file and a System-Wide Resource Map of the data to prepare for analysis. Key issues and representative photos regarding any of the assets from both staff and stakeholder perspectives will be noted in a textual supplement and charts. Results will be incorporated into findings and recommendations for improvements.

Program Assessment

A primary goal of this process is to provide recreation program enhancements that fill existing gaps in the system. The Consulting Team will provide insight into recreation program trends from agencies all around the country.

The process includes providing a template for program data management, including collection of available information that allows for analysis of:

- Age segment distribution
- Lifecycle analysis
- Core program analysis and development
- Similar provider analysis/duplication of service
- Market position and marketing analysis
- Review of program development process
- Backstage support, or service systems and agency support needed to deliver excellent service

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues.

Additionally, we will help focus staff efforts in core program areas and create excellence in those programs deemed most important by program participants.

Service Gaps

Using the results of the focus groups, stakeholder interviews, demographics and trends, and current level of service and standards, GreenPlay will identify and prioritize the unmet needs and potential opportunities in the community. These gaps in service can further be identified and later substantiated using the nexus of unmet need and high importance, determined through the citizen survey.

Partners and Alternative Providers – A Collaborative Approach

From the analysis of current conditions, we will identify potential partners and collaborators within the service area. The District will not have to produce or fulfill every unmet need in order to provide the opportunity for service within the community. Our process will look for saturation in the market by considering the niche and target service area markets identified in the inventory and public involvement process.

Recreation Facilities Gaps

We will collect and analyze information on usage, needs, desires, operations, maintenance, land use trends, parking, etc., and make recommendations for recreation facilities. Using the data and conclusions generated from the gap analysis, along with current capacity and future growth, standards, and classifications analysis, GreenPlay will identify and prioritize the unmet facility asset needs in the community.

Deliverables

Inventory and level of service analysis of indoor programming and facility use.

B. COMMUNITY NEEDS ASSESSMENT

To determine the indoor needs of the senior community, along with the indoor recreation needs of the community, we will use various methods of public engagement, including extensive input from seniors. Community engagement will be customized to your unique situation, emphasizing data collection methods that are efficient, effective, and that incorporate your available resources to the greatest extent possible. Individual users and non-users, user groups, special interest organizations, associations, leagues, and other stakeholders will be given ample opportunity to participate in the development of this Needs Assessment.

Our team will explore knowledge of local issues and concerns that will assist us in producing and incorporating useful and pertinent community feedback.

Based on GreenPlay's previous successes as well as best practices in the field, the following **citizen engagement strategy** is designed to assure residents, user groups, associations, neighboring communities, and other stakeholders that they are provided an opportunity to participate in the development of the plan, and is recommended for this project:

- **Citizen engagement:** minimum of eight (8) focus group meetings/stakeholder interviews.
 - **Focus Group meetings:** Drawing from user individuals and groups, associations, other service providers (public, private, and non-profit, etc.), and primary stakeholders, as identified in the SKO.
 - **Stakeholder interviews:** During onsite visits and as appropriate, we will meet with those who can contribute specific information that may need to be conveyed in a more detailed manner (might

include representatives from neighboring communities, sister agencies, the City of Camarillo, Board of Directors members, other advisory or liaison committee members, etc.).

- **Community Meeting:** Two (2) opportunities, during Information Gathering and Findings, for all community members to be updated with what has been learned to date and provide input.
- **Citizen Survey** - details follow.
- **Board meetings and presentations:** Initial project introduction presentation (if desired) during our first on-site trip, and two (2) meetings and presentations with the District Board of Directors; one to collect information and engage them, and one to present the findings. As these are generally open to the public, this will provide another opportunity for public engagement as well. We will work with the project team to design the best approach to accommodate these needs.



GreenPlay staff members function as professional, unbiased facilitators to gather specific information. Participant feedback has indicated that our techniques and formats are well received. They provide the opportunity to better understand the planning process and make a meaningful contribution, resulting in the feeling that attending an input session was a good use of someone's valuable time. We are well aware of the misuse of the public process that results in frustration over having to attend too many sessions or not feeling like the time was well spent, or that a person or a group of people monopolized the meeting time. Our sessions are designed to avoid these common pitfalls.

Statistically-Valid Survey

As part of the quantitative needs assessment, our team will conduct a randomly distributed mail survey using proven survey methods to achieve a statistically valid response. This type of survey is the most effective method available to get the opinions of the NON-USERS, as well as current participants of senior and other recreation facilities and programs, in your community.

We will work with RRC Associates (RRC) to carefully design a community survey to be distributed via mail to a sample of residents using a list provided by the District (either registered voters or some other appropriate list). Following the initial invitation to complete the survey that is provided to a sampling of residents by mail, we would encourage the larger community to go to an "open link" where they would have an opportunity to respond. RRC typically tabulates the results from these two groups separately (the "invitation" and "open link" versions) but if they are similar in response patterns they can then be combined for interpretation purposes. We expect enough responses to permit recreation use patterns, and community priorities to be measured in a quantitative manner.

GreenPlay will work with RRC and your project team to draft questions regarding awareness, needs, satisfaction, participation, desires, priorities, willingness to pay, accessibility, barriers to participation, and/or other issues determined by the project team. We encourage the District to consider offering some sort of participant incentive to respondents such as a prize drawing for passes to District-owned and operated facilities, gift cards to a local grocery store or other local businesses, etc.

We have substantial experience in designing surveys specifically for recreation issues that are effective and representative of the users and non-users.

The survey will be carefully constructed to be easily understood using proven questions and terminology appropriate to your community, and the results will be tallied, summarized, charted and graphed. All responses to open-ended comments will also be included in the final report.

Deliverables: Summary reports and data for all activities, including photographs and electronic, searchable inventory of outreach materials, and input provided at all meetings.

C. NEEDS ASSESSMENT

Demographics and Population Projections

GreenPlay will identify the constituency of the Pleasant Valley Recreation and Park District service area through a demographic analysis and market profile, utilizing all information available from previous planning efforts, including information gathered from the District, the U.S. Census Bureau, Esri sources, and other national and local sources. This will allow us to confirm senior population numbers and to determine potential programming that may be unmet.

Trends Analysis

Trends analysis will include an evaluation of demographic shifts and their impact on what your community might consider, based on current and future trends related to senior programming and interest and participation levels for a variety of activities. This process will also identify trends in how services are provided through both administrative and planning.

Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis

To develop a short and long-term strategy for the future planning of senior and indoor recreation, we will conduct a SWOT Analysis. A SWOT Analysis is an effective and realistic way of identifying market Strengths and internal and external Weaknesses, and for examining Opportunities and Threats. This process will help to highlight any deficiencies in the provision of senior services and programs, and it will also help to identify potential partners in the service area.

Other “Like” Service Provider Analysis

GreenPlay will utilize improved analysis methods to examine key alternative “like” service providers in the community within the market area, including Senior Clubs and similar organizations, the Public Library, as applicable, Community Associations, amenities of the City of Camarillo and other neighboring communities, churches, and other public and private venues in the area. Included will be an analysis of unnecessary duplication of services through other public and private service providers, along with recommendations for minimizing duplication and/or enhancing possibilities for collaborative partnerships, where appropriate.

We will review and examine current services, participation levels, operation and structure, and identify opportunities as well as deficiencies for improvements and future needs. This investigation focuses on operating information, including types of amenities, fee structures, hours and other operating data available. We will review, analyze, and report on their impact on your proposed venue and how the information should be used to forecast the future success of the Senior Center and other indoor recreation facilities, if it is determined that changes or enhancements are needed.

Deliverables: Summary report of strengths, weaknesses, opportunities, and threats, as well as identified needs, and an indication of potential responses to duplication and opportunities for collaboration.

D. GAP ANALYSIS

Ranking and Prioritizing Demand and Opportunities

To develop a short-term and long-range strategy for the future planning of potential programs, and provision of services that could be fulfilled by a senior center and other indoor facilities, we will use a variety of tools and findings from previous tasks. These methodologies provide easily understood information that helps to guide staff and officials in decision making from this point forward. In addition, the decided upon parameters become easily explainable to the public and can be used to provide presentations and justification as needed for managing facilities and services. We will also use these tools to develop priorities for the senior recreation and indoor recreation services and program needs.

After award of contract, GreenPlay will choose an architectural firm in consultation with the District and the City to develop site analysis, conceptual plans, and estimated construction costs.

Deliverables: Conceptual plan to meet community needs; construction and operational cost estimates.

E. SOLUTIONS TO MEET COMMUNITY NEEDS

Operational Assessment

This in-depth assessment will include an analysis of current policies, procedures, processes, and business plans to ensure an efficient organization of City resources. Policies and procedures to be reviewed include (but are not limited to):

- Recruitment, training, and retention policies and practices.
- Customer service with a focus on registration and reservation procedures.
- Recreation program development and programming.
- Facility level of service and maintenance standards.
- Marketing and promotion practices.
- Facility planning and development.

Findings

We recognize that our team needs to work with your project team to fully analyze identified findings and create implementable recommendations for senior programs and services. We want to be respectful of the project team’s time, and contribute our identified ideas, suggestions, and findings. We also wish to engage all interested project team members and key stakeholders in creating the correct components of the study.

GreenPlay consultants will compile initial findings from the public input process and market analysis and will prepare a summary Findings Presentation for staff, decision makers, stakeholders, the District, and the public (if desired), to validate the accuracy of the findings. During this stage, we will confirm that all information identified and collected thus far is correct, and ask all stakeholders to share any additional issues or opportunities for consideration as we prepare to move forward into analysis and recommendations.

Visioning and Draft Recommendations

Once community needs have been determined, GreenPlay will work with an architect of the District's choosing to provide conceptual level planning identifying three tiers of potential solutions including a "deluxe," "standard," and "economy" solution to its identified need based upon community input.

Operational Budget and Projected Five-Year Pro Forma

Based on the conceptual plan for senior and indoor recreation center space, GreenPlay will develop an annual operational and maintenance budget projection and operational assumptions to include all expenses and revenues associated with expansion of the center or a new center.

The projected operational and maintenance budgets will include (but will not be limited to) staffing levels, benefits, commodities, contractual services, and utilities taking into account hours of operations, programming schedules, and other key operating assumptions.

F. FUNDING STRATEGIES

Over the past 18 years, GreenPlay has compiled a listing of Traditional and Alternative Funding sources in use by agencies across the country. We will work with you to determine appropriate funding strategies for the Pleasant Valley Recreation and Park District and its collaborative efforts with the City of Camarillo.

GreenPlay will research and provide southern California district case studies (and/or other relevant case studies) of how recreation and senior facilities have been funded.

Alternative Funding and Partnerships

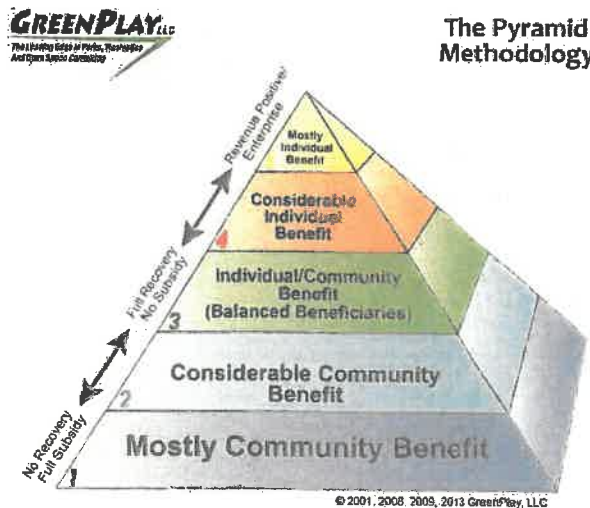
Our Project Team will help identify key partners in the area through the planning process and provide management recommendations to enhance this potential funding area. This task does not include procurement of alternative funding, but this can be addressed separately if desired.

Probable Operating, Maintenance, and Capital Costs and Potential Funding Sources

Based on recommendations that arise out of the needs assessment, we will identify potential funding sources and mechanisms for probable operating, maintenance, and capital costs and recommendations for the next five (5) to ten (10) years. These costs will be based on the deluxe, standard, and economy conceptual plans.

Cost, Economic Impact, and Revenue Analysis

GreenPlay is a national leader in teaching and developing innovative approaches to handling the often contentious financial issues of "how much taxpayer subsidy is enough?" or "where should the resources go?" GreenPlay has established and improved the "Pyramid" methodology for helping agencies create an overall philosophy and approach for tax resource allocation, facility and program pricing, and cost recovery evaluation. We currently teach this straightforward but innovative methodology at conferences, and we train agencies and universities in its implementation and use. It is invaluable for making tough resource allocation decisions, and creating pricing and cost recovery strategies. As part of your project, we will introduce the concepts of this framework for decision making.



Note: A full detailed analysis of cost recovery, divisional budgets, and/or pricing is not typically included in an analysis such as this, but can be facilitated separately or concurrently for an additional fee, if determined to be a desired key focus area.

Deliverables: Comprehensive report including capital and operating cost estimates and recommendations for short, mid, and long-term funding strategies.

G. DRAFT AND FINAL PLAN AND DELIVERABLES

Draft Plan and Presentation

GreenPlay will submit the draft Needs Assessment to the project team for review prior to a final presentation. Once reviews and edits are made, we will incorporate them into your final plan.

For the Administrative Draft Report:

We will provide the District with one (1)* color reproducible copy, and one (1) digital copy of the Draft Needs Assessment.

The Final Product:

All written materials, graphics, and data shall be delivered in paper and digital format consistent with the District’s software. We will present the final plan at a joint meeting with the District Board and the Camarillo City Council.

- We will provide one (1)* hard copy of and one (1) digital copy of the final Needs Assessment in a format that can be uploaded to the District’s website, if needed.

**We understand that the RFP calls for 7 printed copies of the Draft report and 16 printed copies of the final report. However, GreenPlay is not a professional printer, and so we have included costing for just one hard copy, along with digital print-ready files suitable for local printing for cost savings value. If needed, we can print the requested number of copies for \$150 per copy.*

PROPOSED PROJECT TIMELINE

GreenPlay typically completes similar feasibility studies within four-to-six months, depending on community size and needs. We request that your project staff be responsive with turnaround on review and approval of documents, and we will work jointly to lay out a mutually agreed upon detailed timeline upon award of the project. We recognize the need to be both flexible and efficient as part of a community process, and can usually adjust somewhat if there are other schedule drivers. GreenPlay has never missed a project end date due to internal workloads. The following chart represents our typical project task and timeline, contingent upon selected start date.

Pleasant Valley Recreation and Park District Needs Assessment for Senior and Indoor Recreation							
Tasks and Key Meetings	Months						
	A	S	O	N	D	J	F
A. Strategic Kick-Off and Determination of Critical Success Factors	X						
B. Evaluate Current Indoor Programming and Facilities		X		X			
C. Determine Current and Future Indoor Recreation and Facility Needs of the Community		X		X			
D. Perform a Gap Analysis		X		X			
Findings Presentation		X		X			
E. Identify Solutions to Meet the Recreation Needs of the Community		X			X	X	
F. Identify Specific Funding Strategies to Implement and Maintain Proposed Solutions					X	X	
G. Draft and Final Plans, Presentations, and Deliverables				X		X	F

X= Key Meetings and Presentations



GREENPLAY



IV. Representative Project Experience

PARKER, COLORADO NEEDS ASSESSMENT AND STRATEGIC PLAN FOR SENIOR SERVICES AND THERAPEUTIC RECREATION

Project: GreenPlay developed a strategic plan for the Town of Parker's senior services, including an innovative therapeutic recreation component. The GreenPlay team conducted a Needs Assessment and Strategic Plan for Senior Services and Therapeutic Recreation. This plan provides a future vision for services, recommendations, and an action plan for implementation. The evaluation process included stakeholder involvement, an analysis of service trends, current inventory, best practices, and demographics. Recommendations address the service mission/vision, cost recovery considerations, alternative funding and partnerships, as well as the future profile for service delivery. The final plan is located on our website.

Reference

Mary Colton, Recreation Manager
20120 E. Main Street
Parker, CO 80138-7334
303-805-3261 | mcolton@parkeronline.org



BEND METRO PARK AND RECREATION DISTRICT, BEND, OREGON SENIOR CENTER AGREEMENT FACILITATION

Project: The project team facilitated meetings and created written agreements between the Bend Metro Park and Recreation District and a non-profit group, United Senior Citizens of Bend. After several years of joint financial contributions, varied opinions on ownership, and relationship challenges, third-party facilitation provided issue identification and clarification to create a workable agreement for both parties.

Reference

Don Horton, Executive Director
Bend Park & Rec. Dist.
200 N.W. Pacific Park Ln.
Bend, OR 97701
541-389-7275 ext. 101 | don@bendparksandrec.org



LOUISVILLE, COLORADO RECREATION/SENIOR CENTER FEASIBILITY STUDY & MEMORY SQUARE POOL

Project: As the Louisville Recreation and Senior Center approached its 25th anniversary, renewed interest in improvements to this facility were expressed. Changing demographics, new enthusiasm expressed from residents, and a sense that the recreation department needed to complete what it started in a 2002 study and subsequent election, all pointed to a possible bond election in November of 2016. This plan considered the possible expansion of the center, along with a revised master plan /use for Memory Square, an aging neighborhood pool that served as home to the recreational swim team. The process included collecting data through public outreach to validate recommendations. With this data GreenPlay was able to develop a clear operational pro-forma (projection of costs), budget and five year capital projections for the planned expansion. *GreenPlay worked as a sub-contractor to Sink Combs Dethlefs on this project.*

Reference

Joe Stevens, Director of Parks and Recreation
900 West Via Appia
Louisville, CO 80027
(303) 335-4731 | joes@louisvilleco.gov



WALNUT, CALIFORNIA AQUATICS CENTER OPERATIONS COST STUDY

Project: As part of the Walnut Ranch Park Expansion project, our team is conducting an operations cost study to determine whether or not it is feasible to include an aquatics center and amphitheater in the expanded park. City staff and Walnut Commissioners have developed a scenario for both the center and the amphitheater. This project also involves gathering input from the community to determine if there are gaps in services that could be fulfilled by the proposed amenities. Our team is reviewing the scenario to determine potential operational costs for the aquatics center and the amphitheater. We will provide a comparison of the proposed facilities with similar facilities provided by other entities in the San Gabriel valley. *Team members included KTUA and Aquatics Design Group.*

Reference

Melissa Barcelo , Management Analyst
City of Walnut
21701 E. Valley Blvd.
Walnut, CA 91789
(909) 598-5605 | mbarcelo@cityofwalnut.org



SUPERIOR, COLORADO POOL FEASIBILITY STUDY

Project: The purpose of this project was to determine the feasibility of covering an existing outdoor pool to change the pool into a year-round facility. GreenPlay reviewed and analyzed demographics, pool usage, user profiles and facility demands. GreenPlay reviewed and analyzed the financial information related to staffing, maintenance, historic costs, operating budgets, financial projection of revenues and expenses and admission, pass rates and overall fee schedules including aquatic programming fees. GreenPlay worked with BRS Architects and Peak Program Value to review facility expansion design concepts which included identification of operational, maintenance, and capital resource ramifications to ensure the best possible facility design. GreenPlay created Annual Operational and Maintenance Budget Projections which included all expenses and revenues associated with the year-round pool's operations.

Reference

Patrick Hammer, Director of Parks and Recreation
127 E. Coal Creek Dr.
Superior, CO 80027
(303) 499-3675 | patrickh@superiorcolorado.gov



SANTEE, CALIFORNIA PARKS AND RECREATION MASTER PLAN UPDATE

Project: GreenPlay, along with KTUA and RRC Associates, led the City of Santee through a Parks and Recreation Master Plan Update which provided an assessment of its parks and recreation system. The Parks and Recreation Plan Update prepared the City to plan for future growth in their community, which is expected to reach build out by 2025. The plan provided a realistic view of the City's parks and recreation system and developed a vision for the system for the next decade. The process was inclusive of all members of the community, and the public was given many opportunities to participate through Focus Groups, Stakeholder Meetings, Public Meetings, an Invitation Survey and an Open Link Survey. A Level of Service Analysis Cost and Financial Analysis were also conducted. An Implementation Plan was developed to assist the City of Santee in meeting the community's needs.

Reference

Sue Richardson
10601 Magnolia Ave.
Santee, CA 92071
619-258-4100 Ext. 211 | Srichardson@cityofsanteca.gov



Links to the following completed plans are located on our website: www.greenplayllc.com/experience/support-documents.

[Parker, Colorado - Senior Center Needs Assessment](#)
[Arlington, Texas - Indoor Recreation Center Needs Assessment](#)
[Winter Park, Florida - Community Center Programming Plan](#)

GreenPlay staff provides expertise in creating feasibility and conceptual studies for new and existing recreation centers, sports complexes, performing arts centers, nature centers, aquatic facilities, and other projects. Our team creates detailed and accurate business plans, operational pro formas, budgeting, finance, marketing, communications, and management planning. GreenPlay typically works alongside facility and landscape architects, depending on the project scope. Sometimes these firms act as sub-consultants, and sometimes we are a sub-contractor. We may also be hired separately by an organization. GreenPlay is not a design firm. We do not complete design or construction documents and have no inherent benefit from recommending and planning future projects. This allows us to be an objective third party, always with the overall best interests of your community in mind.

Examples of past projects include:

- **Ada, Oklahoma** – Sports Complex Plan - *In conjunction with JHBR Architecture*
- **Aspen, Colorado** – Recreation Center Fitness Center Expansion Feasibility Study - *In conjunction with Hagman Architects*
- **Baltimore, Maryland** – Recreation & Parks Services Assessment and Recreation and Aquatic Facilities Analysis and Plan
- **Bend, Parks and Recreation District, Oregon** Indoor Hockey and/or Indoor Soccer Arena Operational Budget and Pro forma
- **Berks County, Pennsylvania** – Parks and Recreation Sponsorship Plan
- **Brighton, Colorado** – Aquatics and Child Care Centers Feasibility Study
- **Broomfield, Colorado** – Indoor Aquatic Center Feasibility Study
- **Canterberry Crossings, Parker Colorado** – Feasibility Study, *In conjunction with M+O+A Architectural partnership*
- **Carbondale, Colorado** – Community Recreation Center Feasibility Study
- **Cedar Rapids, Iowa** – Community Recreation Center Feasibility Study
- **Clive, Iowa** – Community Recreation Center Feasibility Study
- **Colchester, Vermont** – Health and Wellness Center Feasibility Study
- **Colorado Springs, Colorado** – Operational Budget and Pro forma
- **Crown Mountain Park and Recreation District** Recreation Center Feasibility Study
- **Dallas, Texas** – White Rock Hills Recreation Center Feasibility Study - *In conjunction with Jacobs*
- **Debary, Florida** – Recreation Center Study
- **Discovery Bay, California** – Athletic Club and Community Center Study
- **Eaton Area Park and Recreation District, Colorado** Recreation Center Operational Pro Forma
- **West Elmore County Park District, Idaho** – Indoor Aquatic and Recreation Center Operating Budget and Pro forma
- **Estes Park, Colorado** – Market Study and Pro forma for a Multipurpose Event Center
- **South Park Recreation District, Fairplay, Colorado** Community Recreation Center Plans
- **Fargo, North Dakota** – Multi-purpose Recreation Center Feasibility Study
- **Federal Way, Washington** – Community Center Plan and Design
- **Fort Morgan, Colorado** – Recreation Center Feasibility Study
- **Freeport McMoran Copper and Gold Morenci, Arizona** – Community Center Feasibility Study - *In conjunction with Barker Rinker Seacat Architecture*
- **Fruita, Colorado** – Recreation Center Feasibility Study
- **Genesee Foundation, Golden, Colorado** Community Facilities and Recreation Study
- **Glendale, Illinois** – Sports Hub Renovation Operational Cost and Revenue Pro forma
- **Guernsey, Wyoming** – Operational Consulting for the Tri-City Recreation Center
- **Gypsum, Colorado** – Community Recreation Facility Development Plan
- **Houston, Texas** – Superblock Park Operations and Maintenance Budget - *In conjunction with Design Workshop*
- **Independence Township, Michigan** – Parks & Recreation Department Feasibility Study
- **Kent, Washington** – Community Aquatics Center/ Recreation Center Feasibility Study and Business Plan Revision
- **Kirkwood, Missouri** – Community Center Business Plan
- **Lafayette, Colorado** – Operations and Maintenance Assessment
- **Larimer County, Colorado** – County Fairgrounds Feasibility Study
- **Las Cruces, New Mexico** – Aquatic and Recreation Center Feasibility Study
- **Lawrence, Kansas** – Lawrence Memorial Hospital Wellness Center Study - *In conjunction with BRS Architecture*

Continued...

- **Lawrence, Kansas, Partners for Lawrence Athletics & Youth (PLAY) Committee** – Sports Venue Feasibility Study
- **Lone Peak Recreation District, Utah** – Recreation Center Feasibility Study
- **Los Alamos County, New Mexico** – Leisure Pool Facility Study
- **Louisville, Colorado** – Athletic Fields Feasibility Study
- **Louisville, Colorado** – Recreation/Senior Center Feasibility Study & Memory Square Pool - *In conjunction with Sink Combs Dethlefs Architecture*
- **Loveland, Colorado** – Recreation Center Feasibility Study
- **Macomb Township, Michigan** – Parks & Recreation Center Management, Operations, and Planning
- **Milwaukee County, Wisconsin** – Pulaski and Noyes Indoor Pool Facility Feasibility Study
- **Montrose Recreation District, Colorado** – Recreation Center Feasibility Study
- **Moorhead, Minnesota, Multiple Agencies** – Metropolitan Sports Facilities Framework Plan
- **New Orleans, Louisiana** – Management Planning, Operational Feasibility, and Financial Pro forma for the Lafitte Greenway
- **North Las Vegas, Nevada** – Multi-Generational Recreation Center Confirmation with Business and Management Planning
- **Northbrook Park District, Northbrook, Illinois** – Indoor Space Study
- **Northglenn, Colorado** – Community Recreation Center Expansion Feasibility Study
- **Oakland County, Michigan** – Waterpark Assessment
- **Oswegoland Park District, Oswego, Illinois** – Applying the Pyramid Methodology, a Smaller Operation Approach
- **Owensboro, Kentucky** – Community Center Feasibility Study and Conceptual Plan
- **Oxford Park Commission, Mississippi** – Activity Center Feasibility Study
- **Palm Desert, California** – Pro forma Business Plan for a Parks and Recreation Department
- **Parker, Colorado** – Field House Operational Analysis
- **Rangely and Western Rio Blanco Recreation and Park District, Colorado** – White Riverside Park, Trail, Whitewater Park, and Heritage/Visitors Center Feasibility Study and Concept Plan
- **Rifle, Colorado** – Operational Pro forma Review
- **Riverton, Wyoming** – Recreation Center Operational Budget and Pro forma
- **Roxborough Center, Roxborough, Colorado** – Indoor Athletic Facility Business Plan
- **Salida, Colorado** – Hot Springs Pool/Centennial Park Feasibility Study
- **Santa Barbara, California** – Cabrillo Bath House Feasibility Study
- **Sherwood, Oregon** – Cultural Arts & Community Center Feasibility Study
- **Steamboat Springs, Colorado** – Mgmt Planning, Operational Feasibility, and Financial Pro forma for a Future Recreation Center
- **Superior, Colorado** – Feasibility Study, Survey, and Concept Design for Community Recreation Facilities
- **Metro Parks Tacoma, Tacoma, Washington** – Business Plan Alignment and Training
- **Thompson Rivers Parks and Recreation District, Colorado** – Feasibility Study for Multi-Purpose Recreational Facility
- **Thornton, Colorado** – Recreation Center Feasibility Study
- **Tumwater, Washington** – Community Center Feasibility Study
- **Virginia Beach, Virginia** – Parks and Recreation Organizational Assessment
- **Walnut, California** – Aquatics Center Operations Study
- **Waukee, Iowa** – Recreation Complex Feasibility Study
- **Wellington, Florida** – Recreation Center Renovation, Spatial Analysis Study
- **Wheatland, Wyoming** – Community Center Feasibility Study
- **Wimberley, Texas** – Management Planning, Operational Feasibility, and Financial Pro forma for the Blue Hole Regional Park
- **Williston, North Dakota** – Community Center Feasibility Study
- **Windsor, Colorado** – Community Center Expansion Feasibility Study
- **Fraser Valley Metropolitan Recreation District, Winter Park, Colorado** – Management Planning, Operational Feasibility, and Financial Pro forma

V. Conflict of Interest

We have no conflicts of interest for completion of this project. No GreenPlay employees have personal, financial, or professional relationships with the District or its employees.

Colchester Vermont



Colchester Community Recreation Center
Needs Assessment and Master Plan and
Bayside Park Master Plan

October 2016

Acknowledgements

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Table of Contents

Executive Summary	1
Purpose of this Plan	1
Recommended Site and Phasing.....	1
Financial Analysis, Operational Budget, Pro-Forma Estimated Construction Costs	2
I. The Planning Context	11
A. Purpose of this Plan	11
B. Parks and Recreation Department Overview	11
C. Methodology of the Planning Process	11
II. Identifying Community Needs	15
A. Summary of Key Demographics for this Project	15
B. Summary of Influencing Parks and Recreation Trends for this Project	17
C. Community Input	19
D. Summary of Community Input	28
III. Community Recreation Center Site Analysis	29
IV. Operational Budget and Pro-Forma	31
Operating Budget Purpose.....	31
Overall Budget.....	31
V. Great Things to Come – Recommendations and Action Plan	35
A. Recommendations	35
B. Action Plan, Cost Estimates and Prioritization.....	36
C. Conclusions	43

Table of Tables

Table 1: Operational and Maintenance Budget Projections.....	2
Table 2: Six-Year Proforma.....	3
Table 3: Projected Project Budget Cost Estimates.....	3
Table 4: Projected Bayside Park Project Cost Estimates.....	4
Table 5: Colchester Population projections, 2000—2020	16
Table 6: Projected Project Budget Cost Estimates.....	32
Table 7: Community Recreation Center Building Program and Capital Costs	36
Table 8: Bayside Park Improvements Total Construction.....	42

Table of Figures

Figure 1: Colchester Population Age Distribution for the Years 2010, 2015, and 2020	16
Figure 2: Annual Household Income Distribution Comparison (2015 - 2020).....	17
Figure 3: Importance of Proposed Facilities	24
Figure 4: Priorities for the Community Recreation Center	25
Figure 5: Willingness to Support Funding	26
Figure 6: Suggestions for Improvement of Amenities	27

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Executive Summary

Purpose of this Plan

The Community Recreation Center Needs Assessment and Master Plan and Bayside Park Master Plan project provides the Town of Colchester with an accurate assessment of the community's health and wellness needs. The process offered many opportunities for public input through focus groups, stakeholder meetings, public meetings, an invitation survey, and an open link survey. The consultant team facilitated five focus groups with 65 participants and one public forum open to residents.



A total of 3,200 surveys were mailed to a random sample of residents, including homeowners and renters, resulting in statistically-valid data. A demographic and trends study was also conducted using Environmental Systems Research Institute (Esri) data. In 2015, the Town of Colchester had a population of 17,777, which is expected to grow at an annual rate of 0.41 percent. The Town's projected population in 2020 is 18,351.

Recommended Site and Phasing

The results of The Community Recreation Center Needs Assessment and Master Plan and The Bayside Park Master Plan have been completed. Based on an analysis of input received in focus groups, stakeholder meetings, a statistically-valid invitation survey, and an open link survey, it was affirmed that residents of the Town of Colchester have expressed a desire for a Community Recreation Center. The recommendation is to build a Community Recreation Center and pool in three Phases. Phase 1 will consist of an outdoor pool (with plans to cover it in Phase 3) and a small support facility for locker rooms and administrative services. Phase 2 will add a Community Recreation Center with a gym, fitness amenities, a running track, and meeting/event space adjacent to the outdoor pool. Phase 3 involves a roof structure to cover the pool and attach it to The Community Recreation Center. The phasing plan allows the Town time to properly identify sustainable and affordable funding sources, conduct a capital fundraising campaign to fund the project, and prepare necessary infrastructure.

The consultant team recommends the Bayside Park site as the preferred site for the Community Recreation Center. The Bayside Park Master Plan details recommendations for adding many amenities to Bayside Park. Connecting both sides of Bayside Park that are currently separated by a road with an open and inviting under the road walkway will enhance the participant's enjoyment of this amazing facility. The Bayside/Hazelett property will also be connected to Bayside Park and transformed with the addition of several new amenities. A boat dock, amphitheater, lake house, green spaces, skate park, meadows, dog park, indoor/outdoor water feature, volleyball, tennis, pickleball, educational play, picnic areas, biking trails, walking trails, disc golf, athletic fields, and parking are some of the desired amenities. The Bayside/Hazelett property location provides for an all-in-one place for an exceptional park and recreation experience that takes advantage of proximity to schools, and the Bayside Park and Bayside/Hazelett properties have the greatest potential for combining all desired amenities in the most cost effective manner.

Financial Analysis, Operational Budget Estimates, Pro-Forma, and Preliminary Construction Costs

GreenPlay conducted a financial analysis and developed operational and maintenance budget estimates and a six-year pro-forma for each phase of the proposed development of the Community Recreation Center as summarized in **Table 1** and **Table 2**. Operating expenses including staffing, contractual services, and commodities. Revenue included daily user fees, memberships, rental fees, and program fees. Cost recovery calculations are based on direct costs of the facility.

Table 1: Operational and Maintenance Budget Projections

Town of Colchester, Vermont Community Recreation Center Preliminary Draft Operational Budget	
Phase I – Outdoor Aquatics – 14,771 sq. ft.	
Total Expenses	\$349,420
Total Revenue	\$166,290
Total Net	-\$183,130
Cost Recovery	48%
Phase II – Outdoor Aquatics – 14,771 sq. ft. and Community Center – 35,853 sq. ft. Total 50,624 sq. ft.	
Total Expenses	\$1,017,884
Total Revenue	\$1,231,422
Total Net	\$213,538
Cost Recovery	121%
Phase III – Community Recreation Center with Indoor Aquatics – 60,121 sq. ft.	
Total Expenses	\$1,529,894
Total Revenue	\$1,399,860
Total Net	-\$130,034
Cost Recovery	92%

Table 2: Six-Year Proforma

Town of Colchester, Vermont Community Recreation Center Six-Year Pro Forma						
	Phase I		Phase II		Phase III	
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Expenses						
Personnel	\$177,689	\$183,020	\$516,883	\$532,389	\$843,143	\$868,437
Contractual Services	\$70,581	\$71,993	\$348,102	\$358,545	\$506,251	\$521,439
Commodities	\$101,150	\$103,173	\$152,900	\$155,958	\$180,500	\$185,915
Total Expenses	\$349,420	\$358,185	\$1,017,885	\$1,046,893	\$1,529,894	\$1,575,791
Revenues						
Passes	\$118,110	\$121,653	\$748,910	\$771,377	\$772,900	\$796,087
Daily Admissions	\$7,600	\$7,828	\$102,000	\$105,060	\$117,300	\$120,819
Rentals	\$4,000	\$4,120	\$30,020	\$30,921	\$35,020	\$36,071
Recreation Programs	\$32,080	\$33,042	\$200,420	\$206,433	\$322,568	\$332,245
Customer Service	\$4,500	\$4,635	\$150,072	\$154,574	\$152,072	\$156,634
Total Revenue	\$166,290	\$171,279	\$1,231,422	\$1,268,365	\$1,399,860	\$1,441,856
Net	-\$188,130	-\$186,907	\$213,537	\$221,472	-\$130,034	-\$133,935
Cost Recovery	48%	48%	121%	121%	92%	92%

*Estimates are in 2016 costs.

Table 3: Projected Project Budget Cost Estimates

Town of Colchester, VT Community Recreation Center Total Project Budget Cost Estimates	
Phase 1 - Outdoor Aquatics - 14,771 sq. ft.	
Facility Budget	\$4,644,243
Site Budget	\$1,123,114
Soft Costs	\$2,038,073
Total Budget	\$7,805,430
Phase 2 - Outdoor Aquatics & Community Center = 50,624 sq. ft.	
Facility Budget	\$8,763,732
Site Budget	\$1,040,652
Soft Costs	\$3,450,107
Total Budget	\$13,254,491
Phase 3 - Community Recreation Center with Indoor Aquatics = 60,121 sq. ft.	
Facility Budget	\$3,306,000
Site Budget	\$1,047,087
Soft Costs	\$4,438,087
Total Budget	\$4,438,087
Total Project Budget	\$25,498,008

Table 4: Projected Bayside Park Project Cost Estimates

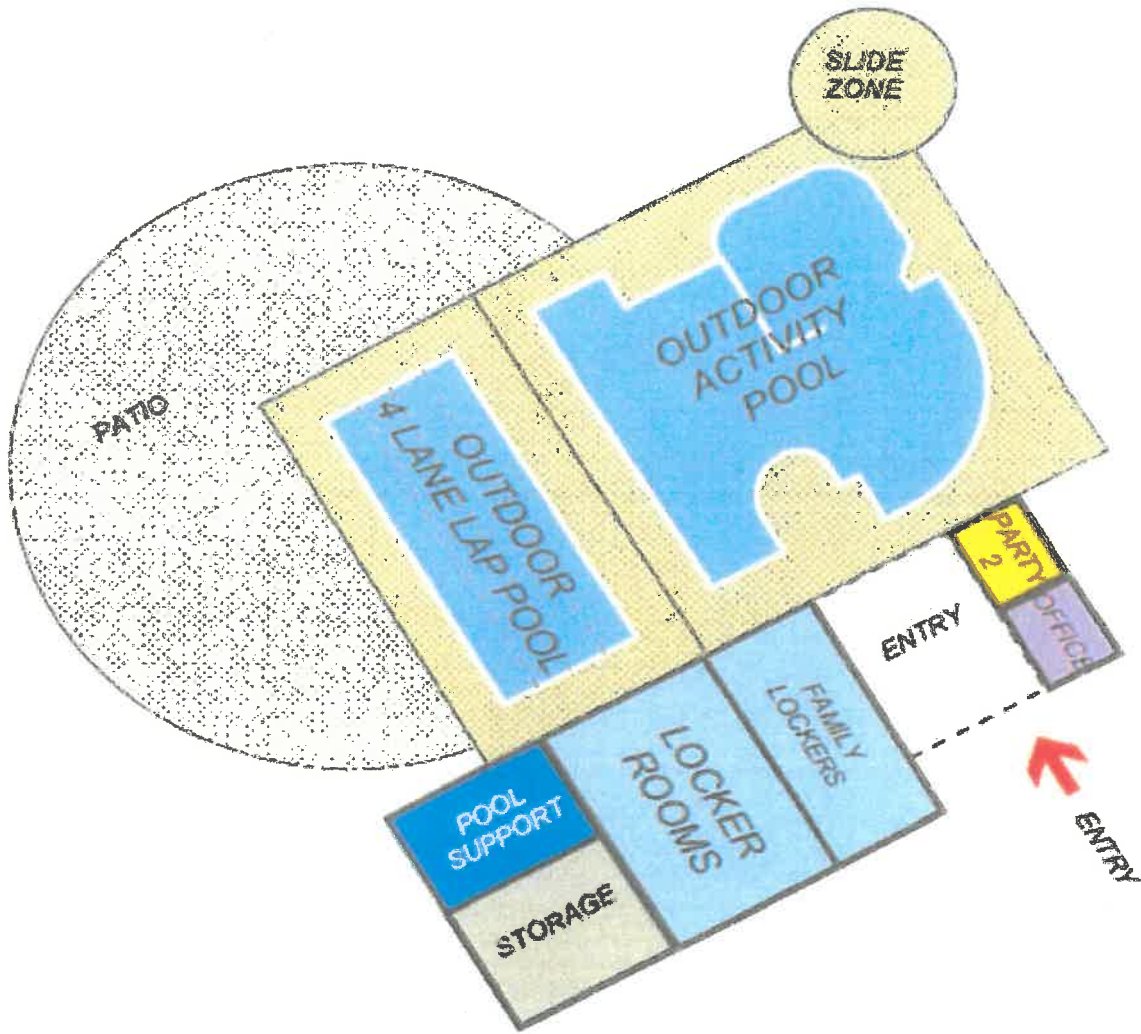
Colchester, VT - Conceptual Landscape Plan Summary	
PARCEL	SUBTOTAL
BAYSIDE PARK LOWER AREA	
Construction Subtotal	\$3,863,507.50
Design Contingency	\$463,620.90
Additional Cost Factors	\$1,254,867.24
SUBTOTAL – BAYSIDE PARK LOWER	\$5,581,995.64
BAYSIDE PARK UPPER AREA	
Construction Subtotal	\$4,105,027.50
Design Contingency	\$492,603.30
Additional Cost Factors	\$1,333,312.93
SUBTOTAL – BAYSIDE PARK UPPER	\$5,930,943.73
BAYSIDE/HAZELETT AREA	
Construction Subtotal	\$1,497,607.00
Design Contingency	\$179,712.84
Additional Cost Factors	\$486,422.75
SUBTOTAL – BAYSIDE/HAZELETT	\$2,163,742.59
SUMMARY – ALL THREE AREAS COMBINED	
Construction Subtotal – COMBINED	\$9,466,142.00
Design Contingency – COMBINED	\$1,135,937.04
Additional Cost Factors – COMBINED	\$3,074,602.92
GRAND TOTAL – COMBINED	\$13,676,681.96

To maximize the wonderful attributes of Bayside Park and to meet the expressed needs and desires of The Town of Colchester residents, the enhancement of Bayside Park and the Bayside/Hazelett property and the construction of a Community Recreation Center are necessary to provide the proper amenities. A true “recreational” experience in the Bay would be achieved by completing the recommended projects. The Community

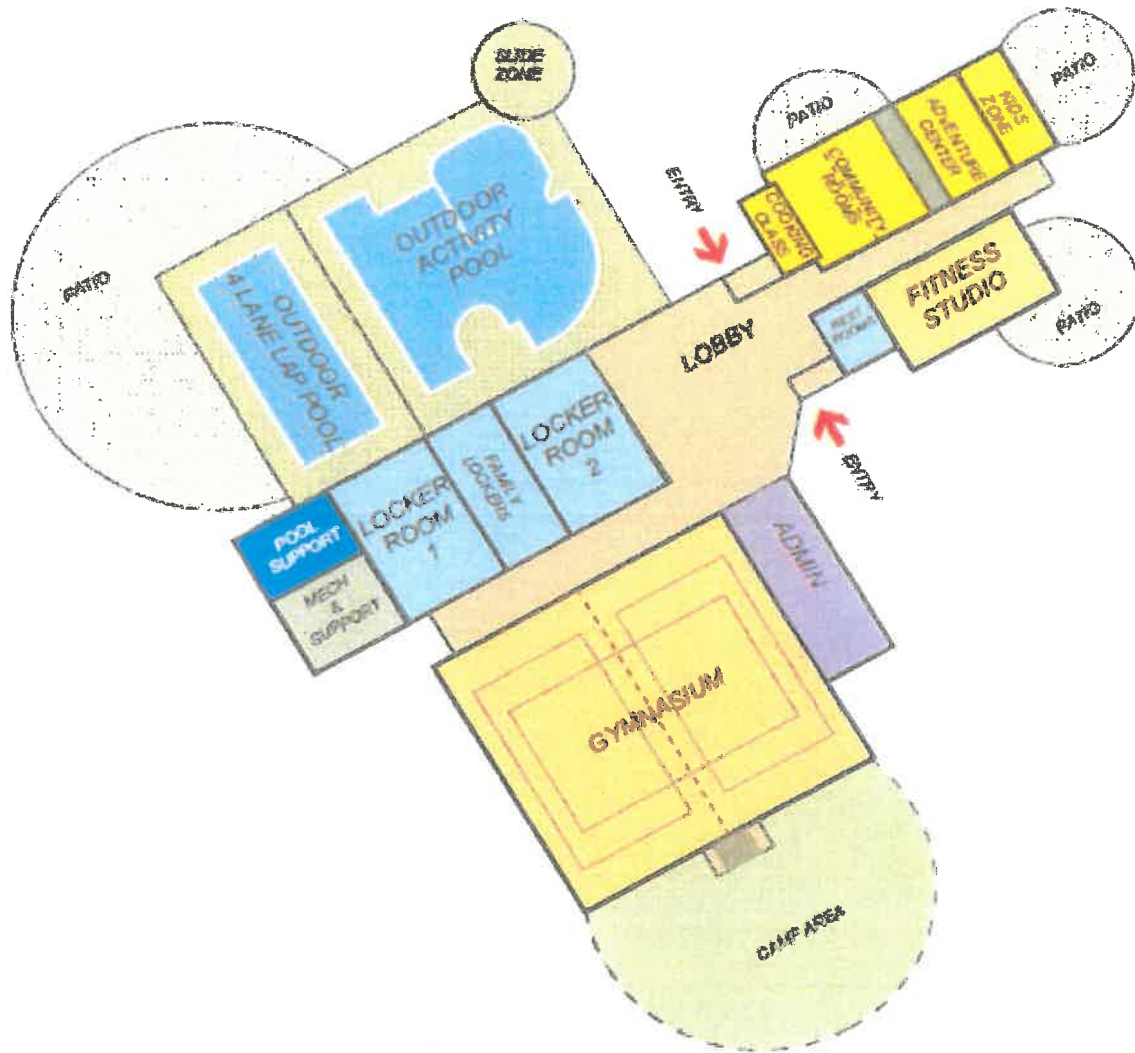


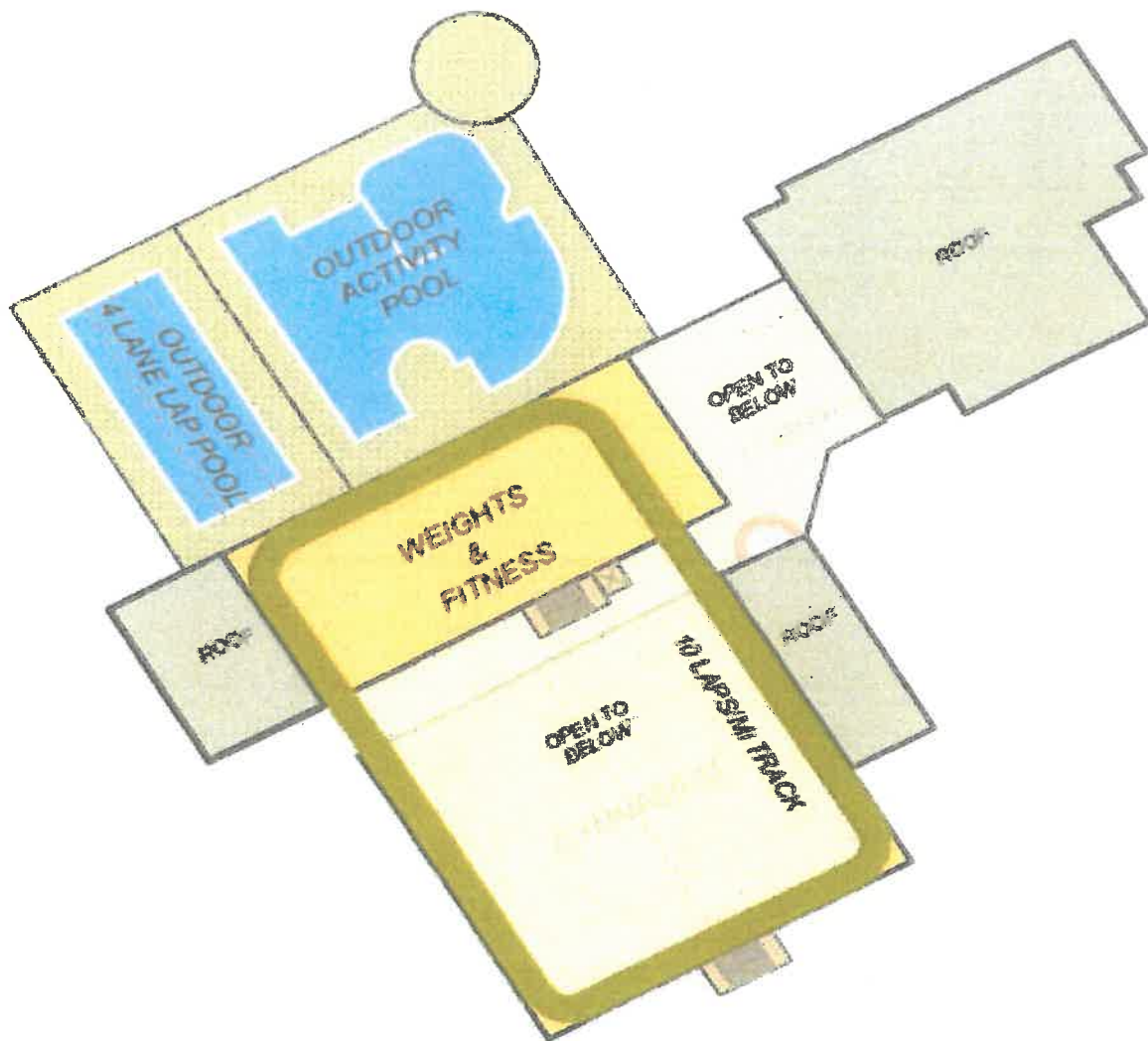
Recreation Center would be located in the “heart of the community.” The Bayside Park “jewel” would become even more enhanced and important to the Town of Colchester.

Phase 1 – Outdoor Pool (With Plans to Cover in the Future)

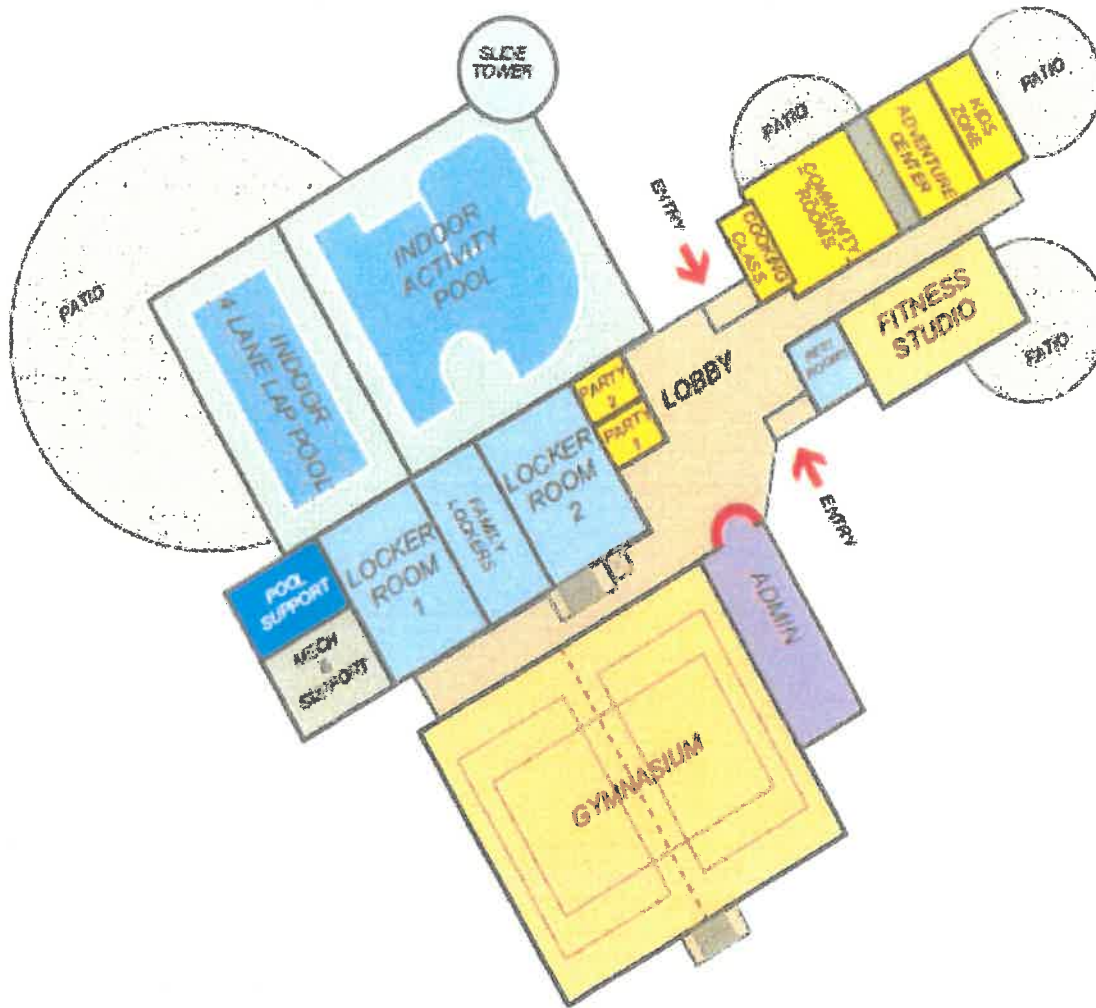


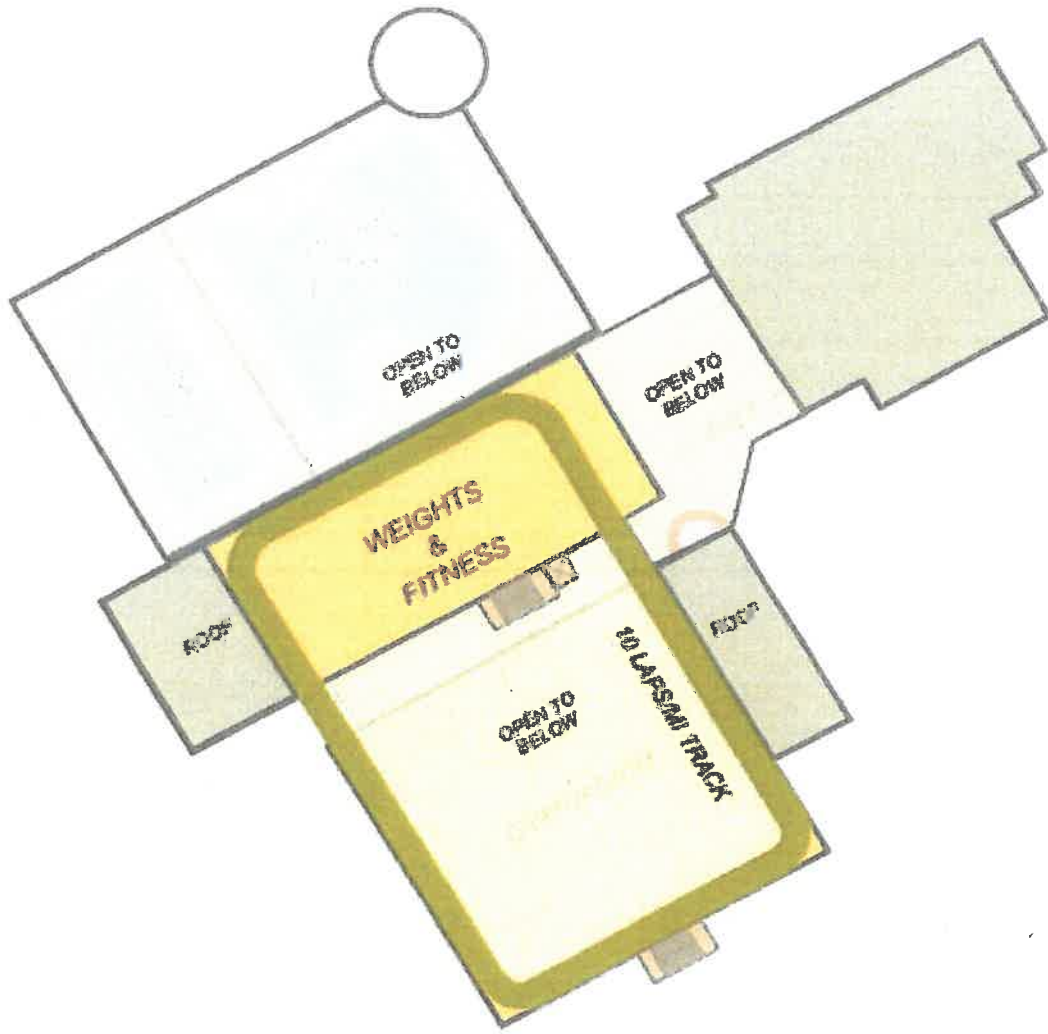
Phase 2 – Community Recreation Center Lower and Upper Levels With Gym and Fitness Amenities Adjacent to the Outdoor Pool





Phase 3 Lower and Upper Levels – Cover the pool with a structure to attach to and match the Community Recreation Center





Conceptual Plan of Bayside Park and the Bayside/Hazelett Property along with the Community Center



I. The Planning Context

A. Purpose of this Plan

This plan provides recommendations, which help determine how the Parks and Recreation Department can meet the identified needs while maintaining the natural resources and character of the Town. The Community Recreation Center Needs Assessment and Master Plan determined that a community center is needed, along with programming and facility components that should be included. The Bayside Park Master Plan project transforms the Bayside Park site into a vibrant, year-round destination for members of the community, attracting waterfront usage of many varieties. Preliminary capital cost estimates, as well as operational and maintenance budget projections, were developed for implementation of the Master Plans including alternative funding, phasing, partnership opportunities, and other investment strategies. The needs assessment and master planning process involved members of the community that were given ample opportunity to participate through a community wide survey, focus groups, and public meetings. The Community Recreation Center Needs Assessment and Master Plan and Bayside Park Master Plan have been designed to be actionable plans.

B. Parks and Recreation Department Overview

Colchester, Vermont, located on Lake Champlain's Malletts Bay, is a diverse, civic-minded community endowed with a rich heritage of commercial, agricultural, recreational, and educational gifts. Proud of the quality of life already enjoyed here, the people of Colchester seek to build upon this foundation to ensure economic prosperity, varied recreation opportunities, and an entrepreneurial spirit for future generations. Knowing this history of the Town and the Parks and Recreation Department helped guide the development of the process and the final recommendations.

C. Methodology of the Planning Process

GreenPlay, LLC, in conjunction with BRS Architects, Design Concepts, and RRC Associates, worked with the staff and residents of the Town of Colchester in developing this Community Recreation Center Needs Assessment and Master Plan and a Master Plan for Bayside Park. The process offered many opportunities for public input through focus groups, stakeholder meetings, public meetings, an invitation survey, and an open link survey. Many consider Bayside Park to be a jewel in Colchester, with a beautiful location that overlooks Lake Champlain. The Community Recreation Center Needs Assessment and Master Plan determined that a community recreation center was needed and should consist of an aquatic facility, gymnasium, fitness center, and other identified amenities.



The Town of Colchester constituents provided input to the consulting team throughout the planning process. This collaborative effort created a plan that fully utilizes the consultant's expertise and incorporates the local knowledge and institutional history that only the Town of Colchester community can provide.

The project consisted of the following tasks:

Project Coordination, Strategic Kick-Off, and Determination of Critical Success Factors

- Initial Strategic Kick Off meeting held via conference call
- Detailed Work Plan discussed and finalized
- Initial Startup Document Package reviewed
- Critical Success Factors identified
- Project Schedule approved

Public and Stakeholder Engagement

- Staff Focus Group Meeting
- Staff SWOT Analysis
- Public Focus Group Meetings (5)
- Stakeholder Group Meetings
- Park and Recreation Board Meeting
- Staff Debriefing Meeting
- Open Public Forum – Meeting with all stakeholders to share findings, preliminary recommendations, and to gather any remaining thoughts and concerns

Statistically-Valid Random Invitation Community-Wide Survey

- Survey developed based on information gathered during Input Week and feedback from Town of Colchester staff
- 3,200 Surveys were randomly mailed (14.6% return rate)
- An open link web survey was available to residents

Market Assessment

- Demographics and Population Projections
- Trends Analysis
- Potential Program Analysis

Site Analysis and Conceptual Plans for Community Recreation Center

- Facility Design Concepts (Interior/Exterior)
- Potential programming components
- Potential costs for construction
- Potential costs for operations
- Potential priorities and phasing options
- Site discussion and preliminary analysis
- Site Size versus Program
- Facility Expansion Potential
- Access to Site
- Compatibility with Neighboring Uses

- Land and Utility Infrastructure Costs
- Site Character and Context
- Other Site Amenities/Intangibles

Site Analysis and Conceptual Plans for Bayside Park and the Bayside/Hazelett Property

- Facility Design Concepts
- Potential programming components
- Potential costs for construction
- Potential costs for operations
- Potential priorities and phasing options
- Site discussion and preliminary analysis
- Facility Expansion Potential
- Access to Site
- Compatibility with Neighboring Uses
- Site Character and Context
- Other Site Amenities/Intangibles

Financial Analysis, Operational Budget, and Pro-Forma

- Management recommendations
- Operational cost projections
- Design guidelines

Final Plan, Presentations, and Deliverables

- Results of the Public Input Process
- Results of the Statistically-Valid Random Invitation Survey
- Summary of conditions and analyses for the site
- Summaries of the Site Planning process
- Appropriate written materials and graphics, PowerPoint presentations, slides, and photographs that can be used for public presentations
- Presentation of the final plan

Details for the major tasks are summarized in the following sections.

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II. Identifying Community Needs

To engage the community, the consultant team facilitated five focus groups with 65 participants and one public forum open to residents, most of whom frequently use the sports facilities and/or programs located in the Town of Colchester. The information gathered is very important to determine public feedback on the Town of Colchester parks and recreation facilities, services, and programs. These public input sessions and subsequent analyses were designed to assist the Town of Colchester and the project team in gathering information to support the Colchester Community Recreation Center Needs Assessment and Master Plan and the Bayside Park Master Plan, and full results have been provided as a Staff Resource Document. The resulting information enabled the Town to properly determine if a Community Recreation Center is needed and to properly plan for the future of Bayside Park and Colchester's park and recreation facilities.



Summary of Key Demographics for this Project

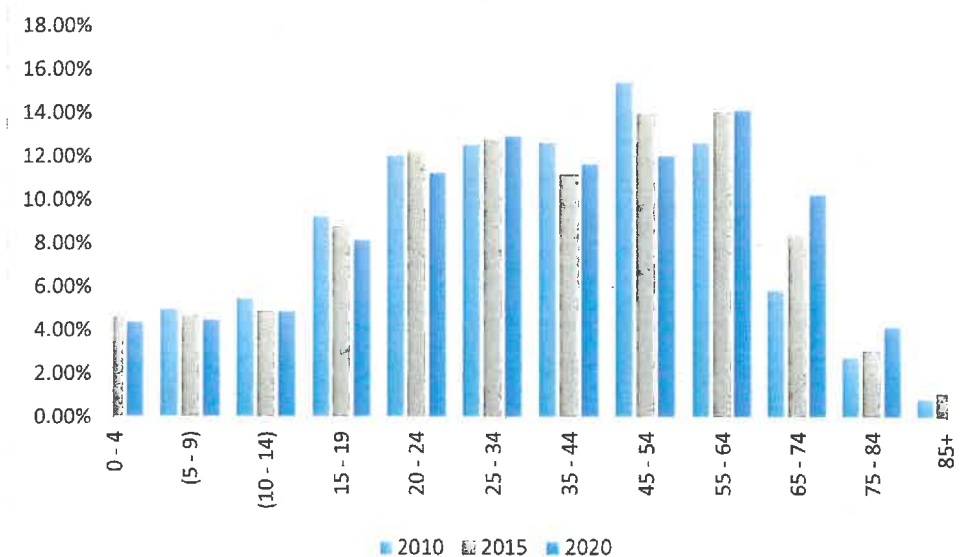
Understanding community demographics and needs is an important component of master planning. The population data used in this demographic profile comes from Esri for 2015, based on the 2000 and 2010 U.S. Census data for the Town of Colchester.

Table 5: Colchester Population projections, 2000—2020

US Census (2000 and 2010) and Esri Projections	
2000 Population	17,197
2010 Population	17,280
2015 Estimated	17,777
2020 Projected	18,351

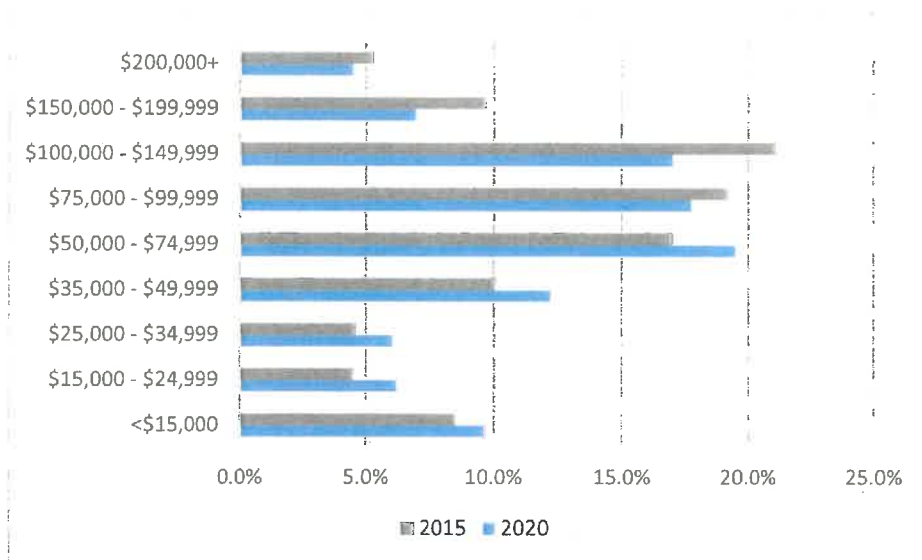
- In 2015, the Town of Colchester had a population of 17,777, which is expected to grow at an annual rate of 0.41 percent. The estimated population in 2020 is 18,351. The state of Vermont has a similar growth rate.
- The average household size was 2.38 people, with the median age being 36.9 years old.
- In 2015, Colchester had 7,495 housing units with a 63.4 percent owner-occupied housing rate. The total vacancy in 2015 was 10.8 percent.
- The gender distribution in 2015 was 49.6 percent male and 50.4 percent female.
- Esri estimates that 93.7 percent of the population in 2015 was Caucasian, followed by Asians with 2.5 percent and African Americans at 1.40 percent. In the next five years, the population of Caucasians is expected to decrease, but the Asian and African American population is expected to increase.
- The population of Hispanic origin (irrespective of race), was at 1.6 percent in 2010, but is expected to grow to 2.3 percent of the population by 2020. Esri’s forecasts from the U.S. Census estimate that the highest ranking educational cohorts in Colchester are those residents with a Bachelor’s Degree (27.2%), high school graduates (23%), and those with some college, but no degree (17.8%).

Figure 1: Colchester Population Age Distribution for the Years 2010, 2015, and 2020



- The percentage of Colchester residents in the 65-74 age cohort is expected to increase from 2010 to 2020 by 4.4 percent, making it the fastest growing cohort. The 45-54 age group is decreasing most rapidly, from 15.5 percent to 12.10 percent of the population.

Figure 2: Annual Household Income Distribution Comparison (2015 - 2020)



- The estimated 2015 median household income for residents of Colchester is \$68,627, and it is expected to grow to \$80,228 by 2020.

B. Summary of Influencing Parks and Recreation Trends for this Project

The following information highlights relevant regional and national outdoor recreation trends compiled from various sources. These trends along with the results of the public engagement and the survey determined the recreation plans for The Town of Colchester Parks and Recreation Department comprised in this report.

- The Millennial Generation, generally considered to represent those born between about 1980 and 2000, represented 33.9 percent of Colchester’s population in 2015.
- Eighty-one percent (81%) of Millennials now participate on social networking sites.
- Community is essential to Millennials; urban hubs are sought out for their ample place-making activities, public spaces, festivals, public art, education opportunities, and transportation options.
- Connectivity is extremely important to Millennials, who are using bicycles and other alternative modes of transportation more than any other generation for regular travel.
- Baby Boomers are defined as individuals born between 1946 and 1964, as stated in “Leisure Programming for Baby Boomers.”¹
- Colchester’s demographic profile indicates that 28.1 percent of the current population falls within the Baby Boomer age range (those approximately 45–64 years of age).
- In 2011, this influential population began its transition out of the workforce.
- As Baby Boomers enter retirement, they will be looking for opportunities in fitness, sports, outdoors, arts and cultural events, and other activities that suit their lifestyles.

¹ Linda Cochran, Anne Roshchadl, and Jodi Rudick, “Leisure Programming For Baby Boomers,” *Human Kinetics*, 2009.

- With their varied life experiences, values, and expectations, Baby Boomers are predicted to redefine the meaning of recreation and leisure programming for mature adults
- To meet that growing need, a majority of the parks and recreation agencies surveyed by *Recreation Management* magazine (69%) reported that they have plans to build new facilities or make additions or renovations to their existing facilities over the next three years.
- Nearly one-third (32.5%) of surveyed agencies stated that have plans to build new facilities, and 28.9 percent said they plan to add to their existing facilities.
- More than half (52.2%) are planning renovations to existing facilities.
- The current national trend is toward “one-stop” indoor recreation facilities to serve all ages. Large, multi-purpose regional centers help increase cost recovery, promote retention, and encourage cross-use.
- Agencies across the U.S. are increasing revenue production and cost recovery. Multi-use facilities versus specialized space is a trend, offering programming opportunities as well as free-play opportunities. “One stop” facilities attract young families, teens, and adults of all ages.
- According to *Recreation Management* magazine’s “2014 State of the Industry Report,” national trends show an increased user-base of recreation facilities (private and public).
- Additionally, parks and recreation providers responding to the survey indicated an average age of 23.8 years for their community recreation facilities.
- According to the National Sporting Goods Association (NSGA), swimming ranked third nationwide in terms of participation in 2014.² Outdoor swimming pools are not typically heated and open year round. Swimming for fitness is the top aspirational activity for “inactives” in six of eight age categories in the Sports & Fitness Industry Association (SFIA) 2013 “Sports, Fitness, and Leisure Activities Topline Participation Report,” representing a significant opportunity to engage inactive populations. Nationally, there is an increasing trend toward indoor leisure and therapeutic pools.
- Additional indoor and outdoor amenities like “spray pads” are becoming increasingly popular as well. In some cities and counties, spray pools are popular in the summer and are converted into ice rinks in the winter. In this maturing market, communities are looking for atmosphere, an extension of surroundings either natural or built.
- Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities.
- Fitness programs for older adults will remain strong in 2015.
- According to *Recreation Management* magazine’s “2015 State of the Industry Report,”³ the most common programs offered by parks and recreation survey respondents include: holiday events and other special events (79.6%); youth sports teams (68.9%); day camps and summer camps (64.2%); educational programs (63.8%); adult sports teams (63.4%); arts and crafts (61.6%); programs for active older adults (56.2%); fitness programs (55%); sports tournaments and races (55%); and sports training such as golf or tennis instruction (53.8%).
- The National Sporting Goods Association (NSGA) survey on sports participation in 2012⁴ found that the top five athletic activities ranked by total participation included: exercise walking, exercising with equipment, swimming, camping, and aerobic exercising.

² “2014 Participation – Ranked by Total,” National Sporting Goods Association, 2015.

³ Emily Tipping, “2015 State of the Industry Report, Trends in Parks and Recreation,” *Recreation Management*, June 2015.

⁴ 2012 Sport/Recreation Activity Participation”, National Sporting Goods Association, 2013, <http://www.nsga.org>.

- The 2013 SFIA sports participation report indicates that in 2012 youth (ages 6-12) participation was highest for outdoor (63.1%), team (53.1%) and individual sport (49.8%). Children in this age group have increased interest in camping, while young adults ages 18-24 are becoming more interested in running/jogging.
- The NSGA Youth Sports Participation Report from 2001 – 2011 indicates that specific offerings for children’s fitness are slowly increasing in health and fitness facilities.
- No adult recreational sport is taking off faster than pickleball.⁵
- For trail-related recreation activities such as hiking, bicycling, and running, the “2015 Outdoor Recreation Topline Report” indicates a positive three-year trend for trail running, running/jogging, hiking, mountain biking, and BMX biking.



C. Community Input

Stakeholder Focus Groups

Five focus groups were conducted with 65 participants, along with one public forum open to residents, most of whom frequently use the sports facilities and/or programs located in the Town of Colchester. The information gathered is very important to identify the park and recreational needs of the community. The following is a summary of the focus groups and public forum input. Focus group participants were asked a series of questions. The top 10 responses for each question are indicated below:

“What are the strengths of Bayside Park?” These were the responses, listed in order of most stated listed first:

- Central location/Hub
- Proximity to school
- Water access
- Tennis courts
- Playground
- Pavilions
- Bike paths
- Skate Park
- Paths
- Historical allegiance to area – community gathering place

⁵ Chris Gelbach, “Never Stop Playing: Trends in Adult Recreational Sports” *Recreation Management*, September 2013, http://recmanagement.com/feature_print.php?fid=201309fe02, Accessed January 2015.

“What are the weaknesses of Bayside Park?” These were the responses, listed in order of most stated listed first:

- Traffic
- Park divided by major road
- Water quality
- Transportation, sewer, storm water issues
- Access to park
- Slope/Sightline
- Treacherous bicycle/pedestrian route
- Not enough parking for special event
- Old facilities
- ADA Accessibility

“What additional activities should be offered at Bayside Park that are currently not available?” These were the responses, listed in order of most stated listed first:

- Boating
- View of Lake
- Wedding Receptions
- Gateway on each side of road to marry the two sides together
- Revenue from rental pavilions – 365 days a year – indoor/outdoor
- Entertainment/Concerts
- Winter recreational activities
- Food Truck Rallies
- Children Activities
- Pedestrian safe

“What new amenities would you like to see Colchester Park and Recreation Department provide at Bayside Park?” These were the responses, listed in order of most stated listed first:

- Spray Pad (could double as ice rink)
- Transient Dock – 100 foot dock has recently been installed
- Floating Barge Performance Stage
- Ice Skating Rink
- Warming Hut/Fire Pit
- Restaurant on the Lake
- Fishing Pier (rental equipment)
- Rental Pavilion
- Concert Shell
- Food – Snack Bar, Ice Cream, Beer

“Who are the key partners and stakeholders in the community with regard to assisting with the plans for Bayside Park?” These were the responses, in no particular order:

- Restaurateur
- Bike Shop
- Fishing/Bait Shop
- Local Businesses
- Lakeside Hotel
- Senate and House Transportation Chairs
- Schools
- Emergency Responders
- State Regulators
- Transportation
- Adjacent Property Owners
- Voters
- Fish & Wildlife
- UVM Medical Center
- Boating Associations
- Local Senior Groups
- Environmental Communities

“What activities should be offered at a new Community Recreation Center that are not currently available?” These were the responses, listed in order of most stated listed first:

- Gym Courts
- Wellness Programming (Weight Loss, Nutrition, Smoking Cessation, Heart Health, Diabetes, etc.)
- Food court
- Walking track
- WiFi
- Fitness Equipment
- Dividable Multipurpose
- Yoga Room, Pilates, martial Arts Multiuse
- Performance Space – Meeting Space with stage
- Dance

“What new wellness amenities would you like to see Colchester Park and Recreation Department provide at a new Community Recreation Center?” These were the responses, listed in order of most stated listed first:

- Gymnasiums
- Fitness Equipment
- Multipurpose Classroom Space
- Stage
- Catering Kitchen
- Commercial Kitchen
- Child Care
- Fitness/Workout Space
- Fitness/Dance Studio
- Walking/Jogging Track

“How should the Community Recreation Center be financially supported?” These were the responses, listed in order of most stated listed first:

- User Fees
- Private/Public Partnerships
- One percent Local Option Tax
- Memberships
- Rentals
- Private Donation/Sponsorship
- Bonds
- Naming Rights
- Fund Raising Campaign
- Rec Impact Fee for Capital Projects
- Property Tax

“Who are the key partners and stakeholders in the community with regard to assisting with the wellness programs at a new Community Recreation Center?” These were the responses, listed in order of most stated listed first:

- UVM Medical Center
- Colchester School District
- Local Youth Sports Organizations
- Library
- Local Business Community
- Local Civic Groups
- Social Services Organizations
- Police
- Silver Sneakers
- Developers
- Property Owners
- Clergy

“What are the key issues and values that the Colchester Park and Recreation Department needs to consider for a new Community Recreation Center?” These were the responses, listed in order of most stated listed first:

- Capital and Operational Funding
- Finding the Right Location
- Transportation
- Sewer/Storm water
- Affordability
- Inclusivity
- Pre K-1 School Adjacency
- For the Citizens
- Economic Sustainability
- Green LEED Building
- Sense of Community
- Community Hub
- Add outdoor amenities/create a park setting

This information was used to develop the Statistically-Valid Random Invitation Community-Wide Survey. Additionally, this information was used by the GreenPlay Team to develop the conceptual plans for the Community Recreation Center and Bayside Park. A complete summary of the Focus Groups were provided as a Staff Resource document.

Statistically-Valid Random Invitation Community-Wide Survey

The purpose of this survey was to gather representative public feedback on the Town of Colchester parks and recreation facilities, services, and programs from both potential users and non-users in the community. The information gathered will allow the Town of Colchester to properly determine if a Community Recreation Center is needed and to properly plan for the future of Bayside Park and Colchester's park and recreation facilities.

A total of 3,200 surveys were mailed to a random sample of residents including homeowners and renters. An "invitation" password protected, mail-back survey and an online, invitation-only web survey were sent to those residents within the defined invitation sample. An identical "open-link" online survey for members of the public who were not part of the invitation sample was also provided. The analysis primarily focuses on responses from the statistically-valid invitation sample.

After accounting for undeliverable addresses (59 total), 3,141 surveys were delivered, and 469 responses were received, resulting in a response rate of 14.6 percent. This is considered a great response, as 10 percent is the target return rate. The margin of error for the 469 statistically-valid responses is approximately +/-4.5 percentage points calculated for questions at 50 percent response. The open link survey received an additional 161 responses for a total of 630 completed surveys. As a general comment, it may be more appropriate to focus attention on the general trends and patterns in the data rather than on the individual percentages.

The underlying data were weighted by age and annual household income to ensure appropriate representation of the Town of Colchester residents across different demographic groups in the invitation sample.

The survey resulted in the following findings:

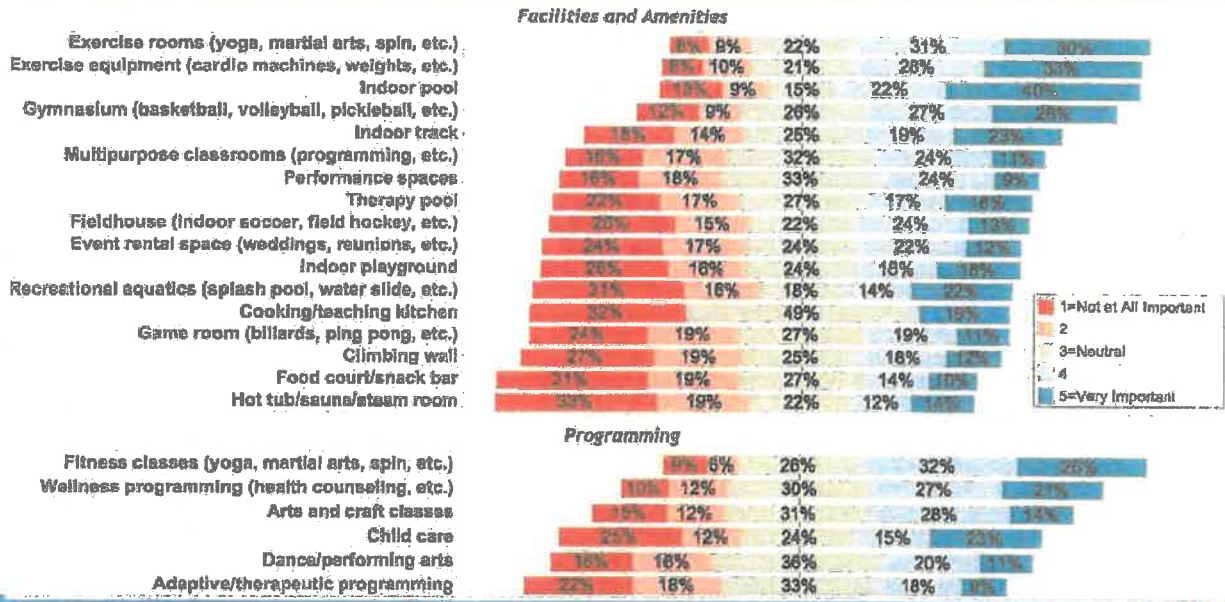
- Sixty-eight percent (68%) of invitation sample are female.
- Sixty-six percent (66%) of invitation respondent households earns less than \$75,000 per year.
- Thirty-nine percent (39%) of invitation respondents live with children in their households.
- Fifty-eight percent (58%) of invitation respondents reported being a couple.
- Respondents over the age of 55 were more likely to select protecting/preserving natural areas/environment, access for all to parks and programs, and safety and security, while respondents between the ages of 35 and 54 valued promoting active lifestyle and having a sense of community.
- Frequently mentioned amenities to be improved among invitation respondents included trails, accessibility, community center, indoor courts and fields, and concessions.
- Regarding amenities to be added, improved, or maintained at Bayside Park respondents favored bathroom and shower facilities and improved water access and were more likely to utilize Bayside Park if pedestrian access and family friendly options were addressed by the town.
- Seventy-three percent (73%) of invitation respondents selected community events including concerts, festivals, and triathlons as the most needed program in the Town of Colchester, followed by outdoor recreation programs (63%) and fitness classes (59%). Open link respondents responded with similar results.
- As seen in **Figure 3**, 61 percent of invitation respondents identified exercise rooms; 60 percent exercise equipment; and 63 percent an indoor pool as the most important facilities, amenities, and programs to be offered at a future Colchester Community Recreation Center.

Figure 3: Importance of Proposed Facilities

IMPORTANCE OF FUTURE FACILITIES

When asked to rate the importance of facilities, amenities and programs to be offered at a future Colchester Community Center for Recreation, Health and Wellness, invitation respondents identified exercise rooms (61% rated a 4 or 5) exercise equipment (60%) and an indoor pool (63%) as the most important.

Importance of Future Facilities, Amenities, and Programs to a Colchester Community Center for Recreation, Health and Wellness - Invitation Sample Only (ranked by 4=important and 5=very important combined)



Open link respondents selected a gymnasium for basketball, volleyball, pickleball, etc., and fitness classes as important future amenities to be offered at a Colchester Community Recreation Center.

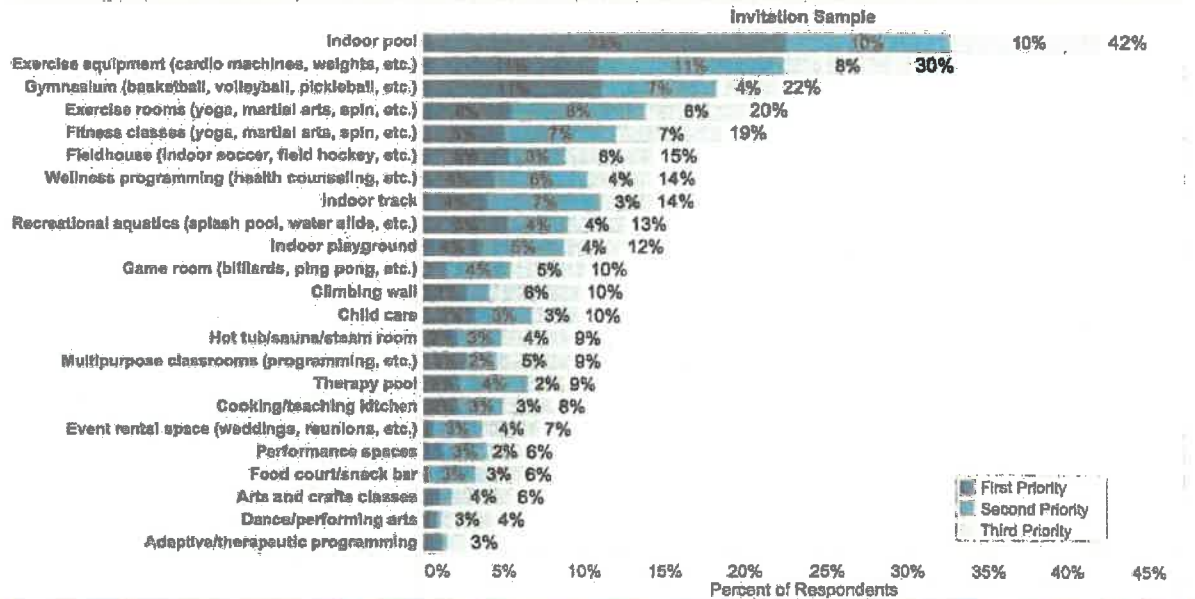
- The most important current facilities in Colchester are community parks (84%), trails and pathways (81%) open space and natural areas (80%), public water access (77%) and Bayside Park beach (74%).
- The highest rated program is community events such as concerts, festivals, triathlons, (73%), followed by outdoor recreation programs (63%).
- Community events were listed as one of their top three programs desired by 48 percent of invitation respondents, 21 percent selected community events as their number one priority.
- A future Community Recreation Center with exercise rooms and equipment and an indoor pool are important amenities identified by invitation respondents.
- Invitation respondents identified the most important programs to be offered at a future Community Recreation Center included yoga, martial arts, spin, and fitness.
- Invitation respondents identified exercise equipment including cardiovascular machines and weights, and an indoor pool as their most important feature in future facilities.

Figure 4: Priorities for the Community Recreation Center

TOP PRIORITIES TO BE OFFERED AT A FUTURE COLCHESTER COMMUNITY CENTER FOR RECREATION, HEALTH AND WELLNESS

Invitation respondents indicated that an indoor pool (43% selected as their first, second, or third priority) and exercise equipment (30%) are top priorities in terms of amenities to be offered at a future Colchester Community Center for Recreation, Health and Wellness

Top Three Priorities for the Colchester Community Center for Recreation, Health and Wellness



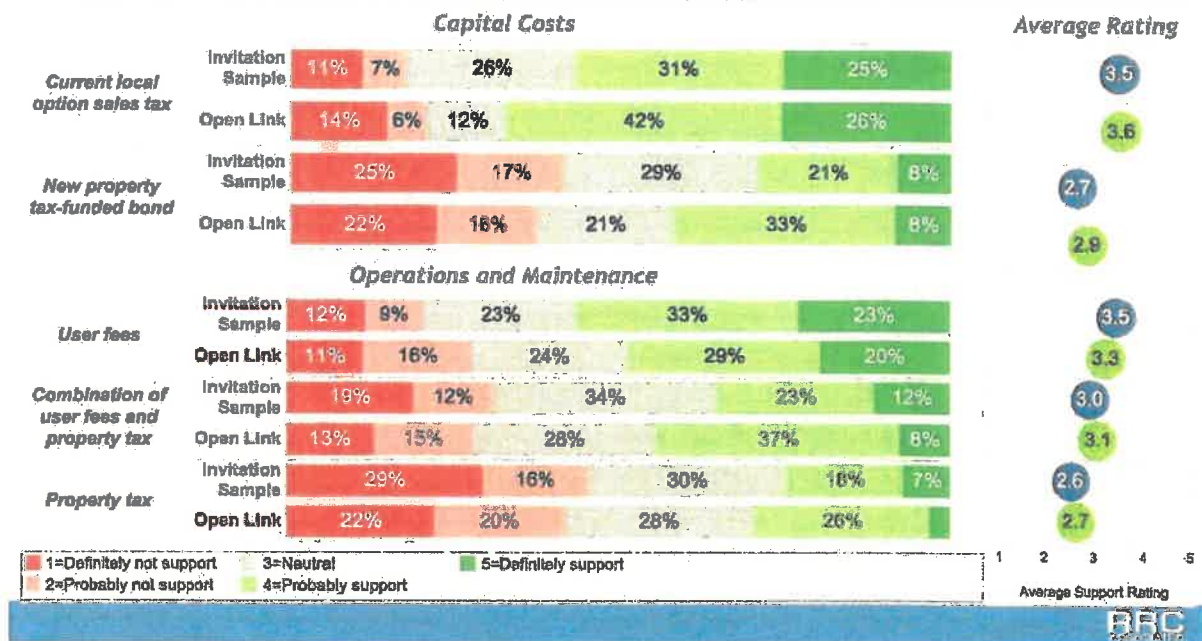
- When invitation respondents identified their top three priorities for a new facility, an indoor pool received the highest rating of 43 percent, followed by exercise equipment (30%). A pool is clearly a community priority.
- Trails and pathways for walking and bicycling are top amenities to be added, improved, or maintained at Bayside Park.
- Open space/natural areas and pedestrian access to the beach were also mentioned frequently.
- Fifty percent (50%) of invitation respondents indicated that they would be more likely to increase their use at Bayside Park if additional facilities and amenities were available.
- Residents highly value protecting water quality of the bay, rivers, creeks, and wetlands. Ninety-one percent (91%) of invitation respondents identified protecting water quality of the bay, rivers, creeks, and wetlands as a highly important for Colchester's open space and natural areas.
- Fifty-one percent (51%) of invitation respondents indicated a preference for an equal balance of preservation/protection and recreation/use efforts.
- Fifteen percent (15%) of invitation respondents strongly favor preservation/protection, and 12 percent strongly favor a recreation emphasis.

Figure 5: Willingness to Support Funding

WILLINGNESS TO SUPPORT FUNDING

Over half of invitation (56% rated 4 or 5) and open link respondents (68%) expressed support for a current local option sales tax to fund capital costs. In addition, respondents were more willing to support user fees to fund operations and maintenance costs (56% of invitation sample rate 4 or 5; 49% of open link rated 4 or 5).

Willingness to Support Funding Mechanisms for Colchester Offerings



- Fifty-six percent (56%) of invitation respondents and 68 percent of open link respondents expressed support for a current local option sales tax to fund capital costs.
- Twenty-nine percent (29%) of invitation respondents and 42 percent of open link respondents support a new property tax-funded bond.
- Fifty-six percent (56%) of invitation respondents and 49 percent of open link respondents were more willing to support user fees to fund operations and maintenance costs than property tax-based techniques.
- Sixty-one percent (61%) of invitation respondents identified the Colchester Parks & Recreation Guide as the best method of communication, followed by the Town of Colchester newsletter (45%) and e-mail from the Town of Colchester (37%).
- Social networking is very important to those under the age of 35 years and much less so for older respondents.

Open link respondents' results were similar to invitation respondents.

- Open link respondents placed similar levels of importance on current facilities, identifying community parks, trails and pathways, open spaces and natural areas, public water access, and Bayside Park beach as highly important.
- Both invitation and open link respondents rated these facilities with over 4.0 average ratings on a 5.0 scale.
- Open link respondents also identified similar programs and activities desired, have similar views on open space and natural areas, and had comparable levels of support for different funding mechanisms.



There are a few notable differences between invitation and open link respondents including top values the Town of Colchester should focus on:

- Invitation respondents identified protecting/preserving natural areas/environment (51%) as a top long-term focus while, open link respondents were more likely to select access for all to parks and programs (47%), investing in youth (45%), and promoting active lifestyles (42%) as top areas of focus.

Figure 6: Suggestions for Improvement of Amenities

SUGGESTIONS TO IMPROVE AMENITIES

Respondents were offered an opportunity to suggest how any of the amenities listed could be improved to better meet the needs of the Town of Colchester. Frequently mentioned amenities to be improved among invitation respondents included trails, accessibility, community center, indoor courts and fields, and concessions. A selection of verbatim responses is shown below. The full listing of responses is provided in the appendix.

- I believe we need a larger community center than the existing center which is central to the Bay. Your programs are growing faster than the room you need to have them. Community organization could benefit from their use as well.*
- Making basketball courts more available throughout the town. A facility to be able to hold all sports events not a school gym.*
- Continuation of the bike path connecting Bay to Village*
- We have many miles of shoreline; however only a small fraction is available to the general public. More access would be nice.*
- Allow food concessions set up outside Bayside Park with a portion of profit to go to Parks and Rec*

A complete summary of the Survey was provided as a Staff Resource document.

D. Summary of Community Input

An analysis of input received in focus groups, stakeholder meetings, a statistically-valid invitation survey, and an open link survey affirms that the Town of Colchester residents have expressed a desire for a community recreation center. As stated by a Colchester staff member, the community recreation center will serve as a “hub” for community gatherings and activities. Adding these amenities to the town will provide for greater cross-generational interactions and a happy more vibrant community. The residents indicated that a Community Recreation Center should include:

- Aquatics area
- Gymnasium
- Fitness exercise area
- Fitness/dance room
- Indoor walking/jogging track
- Multipurpose dividable meeting/classroom/event space
- Stage
- Catering/Teaching Kitchen
- Child Care
- Snack Bar
- Food Court
- Indoor Turf Space
- Meeting/Conference rooms
- Community Area
- Arts & Crafts
- Indoor Aquatic Center
- Climbing Wall
- Sports Performance Space (Wellness)
- Performing Arts

During Focus Group Meetings residents stated that Bayside Park has tremendous historical importance and has served as a social community gathering place for generations. Residents indicated that Bayside Park is what gives the Town of Colchester its identity and sense of community. Residents expressed an interest in and the following amenities to Bayside Park:

- Spray Pad (could double as ice rink)
- Transient Dock – 100 foot dock is being built
- Floating Barge Performance Stage
- Ice Skating Rink
- Warming Hut/Fire Pit
- Restaurant on the Lake
- Fishing Pier (rental equipment)
- Rental Pavilion
- Concert Shell
- Food – Snack Bar, Ice Cream, Beer
- Wedding Rentals/Tent Location
- Showers
- Viewing Area of the bay with seating
- Boardwalk
- Food Truck space
- Passive recreation viewing
- Rest Rooms
- Gateway to water
- Bocce Ball Courts
- Large Destination Playground
- Bike Rentals
- Pickle Ball Courts
- Water walkway to connect new property – Bayside/Hazelett
- Something on water – Indoor Program Space
- Indoor Rental Space (500 person dividable)
- Multipurpose Courts – Pickle Ball, Tennis
- Kayak/Canoe/SUPs Drop-Off & Dock
- Dog parks

III. Community Recreation Center Site Analysis

Five sites were considered in the community center analysis. Site Features, Usability/Services, Anticipated Costs (Soft Costs) and Community Planning were rated for each of the initial five sites.

Soft Costs include:

- Furniture, Fixtures, and Equipment for buildings and site
- Contingency amount of 15 percent of total costs
- Other Costs
 - Architecture and engineering costs
 - Additional Consultants
 - ◆ Groundwater investigation
 - ◆ Septic System Design
 - ◆ Archaeology Consulting
- Sewer & Water tap fees
- Reimbursable expenses
- Plan review and Permits
- Commissioning of Mechanical and Aquatic Equipment

After review and discussion with the Colchester Team, two sites were shortlisted – Site 1 – Severance Corners, Site 2 – Bayside Park.

Severance Corners has the following additional costs

- Land Costs (phase one only)
- More Paving
- Less Time to Permit

Bayside Park has the following additional costs

- Septic Systems (both phases)
- Added Engineering
- Increased Cost for Permit delays (\$132,665)

Based on this information the following site score matrix was developed showing Bayside Park has the higher scoring and was therefore determined to be the preferred site.



SITE COMPARISON SCORES

	SEVERANCE CORNERS	BAYSIDE PARK
SITE FEATURES	59	64
USABILITY/SERVICES	46	34
ANTICIPATED COSTS	14	22
COMMUNITY PLANNING	26	48
TOTAL SITE SCORE	145	168

IV. Operational Budget Estimates and Pro-Forma

GreenPlay conducted a financial analysis and developed operational budgets and pro-forma budgets for each phase of the proposed development of the Community Recreation Center. Operating expenses including staffing, contractual services, and commodities. Revenue included daily user fees, memberships, rental fees, and program fees.

Operating Budget Purpose

The operating budget is driven by the overall service philosophy, which should define the facility's purposes, including whom the facility is going to serve and at what level the service is going to be provided. The operating budget will be developed for all three phases of this project.

An operating budget developed in each of these phases serves several purposes:

- Assists in helping to establish goals and expectations with operations to match the desire to obtain the highest cost recovery possible.
- Provides a foundation for understanding what will be necessary to meet budget expectations and guides how marketing plans and strategies are developed and implemented.
- Offers a guide for future project decisions by providing a framework for understanding the impact of decisions about fees, operation systems, staffing levels, etc.
- Demonstrates potential overall impacts to the Town's budget.

Overall Budget

It is a goal to minimize the amount of tax subsidy necessary to operate the Community Recreation Center. Normally it is extremely difficult for public recreation facilities to be run without subsidy and solely from the collection of fees and charges and alternative funding such as grants, philanthropic gifts, or volunteers. With this mind, the operational budget planning for this facility uses a conservative approach to estimating reasonable expenses and moderate approach to projecting revenues. Since recovering all of the operating expenses through revenues generated by the facility is not the norm and the envisioned outcome, revenues should be viewed as "goals" as much as they are considered "projections."

While this initial budget provides a baseline during Phase 1, it is anticipated that revenues and expenses will change as this project enters Phase 2 and Phase 3.

- Leading up to and during the first year of operation, marketing and promotion efforts and costs will be elevated to attract an expanded population.
- Particularly in year one and two, the attraction of the facility will be higher than in subsequent years until Phase 2 and Phase 3 are completed.

There is no guarantee that the estimates and projections will be met, and there are many variables that cannot be accurately determined during this conceptual planning stage or may be subject to change during the actual design and implementation process.

The budget estimates should be revisited in more depth at the next phase of the project by building a ground-up costs and revenue projection using local experience.

Assumptions

- Budget is calculated in 2016 figures
- Phase 1 – Outdoor Aquatic Facility: 85 hours/week x 20 weeks – 4 weeks for training/opening/closing (average 13 hours/day) = 1,840 hours per year
- Phase 2 – Outdoor Aquatic Facility: 85 hours/week x 20 weeks – 4 weeks for training/opening/closing (average 13 hours/day) = 1,840 hours per year
- Community Recreation Center: 95 hours/week x 51 weeks – 1 week for deep cleaning/repairs plus 3 Holidays/Shutdown (average 13 hours/day) = 4,845 hours per year
- Phase 3 – Community Recreation Center with Indoor Aquatic Facility:
- 95 hours/week x 51 weeks – 1 week for deep cleaning/repairs plus 3 Holidays/Shutdown (average 13 hours/day) = 4,845 hours per year

Expenditures

- Generally, personnel costs make up the single highest expense for most multi-purpose recreation facilities, often up to 65 percent of the operational budget.

Table 6: Projected Project Budget Cost Estimates

Town of Colchester, VT Community Recreation Center Projected Expenditures % Summary	
Phase 1 - Outdoor Aquatics	
Personnel	59%
Services	25%
Supplies	16%
Phase 2 - Outdoor Aquatics and Community Center	
Personnel	60%
Services	30%
Supplies	10%
Phase 3 - Community Recreation Center with Indoor Aquatics	
Personnel	63%
Services	28%
Supplies	9%

The estimated utility costs for the volume of space within the facility accounts for a high percentage of the services budget and needs to be verified by the design team. Other typical services include contracted instructional services, marketing and advertising, printing and publishing, travel and training, subscriptions and memberships, telephone, bank charges and administrative fees, miscellaneous service charges (permits, licenses, taxes, fees), building and equipment maintenance (contractual or rental services), other contracted services (custodial services, security and fire systems, elevator, garbage pick-up, etc.), utilities, property and liability insurance, building maintenance, and repair.

Expenditure estimates are based on the type and size of the activity and support spaces in the facility and the anticipated hours of operation. When possible and wherever available, calculations are based on actual best practice or methodology. All other expenses are estimated based on our research and reported experience at similar facilities.

- Capital Replacement Fund is included in the budget at approximately two percent of expense budget to purchase capital replacement items for the facility when necessary.
- Equipment Replacement Fund is included in the budget at approximately one percent of expense budget to purchase replacement or new fitness equipment for the facility when necessary.
- All computers, registrations system, software, etc. will be included in the Furniture, Fixtures, and Equipment (FFE) list and funded through the capital budget and is not included in the operational and maintenance budget.

Revenues

Revenues are forecast in three Phases to match the three Phases of construction of the facility. Revenues are forecast based on anticipated drop-in fees, punch card and pass sales, and rentals around anticipated scheduled programming. The preliminary budget projects program revenue at 100 percent cost recovery for direct costs (see detailed information below). Revenue projections take into account program and facility components, multiple admission and age discounts, and political and economic realities.

Revenue forecasts are based on the space components included in the facility, the demographics of the local service area, and the current status of alternative providers in the service area. Actual figures will vary based on the final design of the facility and the activity spaces included, the market at the time of opening, the designated facility operating philosophy, the aggressiveness of fees and use policies adopted, and the type of marketing effort undertaken to attract potential users to the facility. The revenue forecast will require a developed marketing approach by staff in order to meet revenue goals.

- Pass holders can participate in self-directed activities and must pay additionally for the classes.
- There will be no contracts, initiation fees, or registration fees associated with the passes.
- Automatic debits from checking accounts, savings accounts or credit cards will be an option and not mandatory for passes.
- Drop-In child Watch/Babysitting for pass holders and program participants is based on 28 hours per week at \$4 per hour. A 50 percent discount is given for additional children.
- Minimal merchandise resale items are to be sold at the front desk including swim caps, swim goggles, nose plugs, ear plugs, swim diapers, etc. Revenue is calculated at 200 percent of direct costs.
- Vending revenue is calculated at 200 percent of direct costs.

- All program revenues are calculated at 100 percent recovery of direct costs at approximately 60 percent capacity of prime time programmable space. As this figure might fluctuate, it will have minimal impact the net cost recovery of the facility based on the direct cost of expenses equals the revenues due to the 100 percent cost recovery of direct costs. The direct costs include all the specific, identifiable expenses (fixed and variable) associated with operating a facility, providing a service or program. These expenses would not exist without the program or service and often increase exponentially. Direct costs include the following:
 - Contractual services for instructors, leaders, aides, officials, coaches, etc.
 - Hourly wages for programmers and supervisors per each program area.
 - Consumable equipment and supplies like balls, paper, crafts, and art supplies provided by instructor or agency.
 - Uniforms, tee shirts, for participants.
 - Non-consumable equipment purchased only for the program that require periodic, continual replacement or are necessary for the start of the program.
 - Entry fees, tickets, admissions for participants and leaders/instructors.
 - Rental or professional fees for facilities, spaces, custodians, charge backs, etc.
 - Equipment rental or repair for programs or facilities.
 - Advertisement associated with a specific program.
 - Any other costs associated or attributed specifically with the program or service.

A complete summary of the Projected Budgets and a Pro Forma Budget were provided as a Staff Resource document.

V. Great Things to Come – Recommendations and Action Plan

An analysis of input received in focus groups, stakeholder meetings, a statistically-valid invitation survey, and an open link survey affirms Town of Colchester residents' desire for a Community Recreation Center. The GreenPlay Design Team recommends the Bayside Park site as the preferred site for the Community Recreation Center, as detailed in the Design Team's Site Evaluation Presentation. This location provides for an all-in-one place for an exceptional park and recreation experience, takes advantage of proximity to schools, and the Bayside Park and Bayside/Hazelett properties have the greatest potential for combining all desired amenities in the most cost effective manner.



A. Recommendations

The recommendation is to build a Community Recreation Center in 3 Phases:

- Phase 1 – Outdoor pool (with plans to cover in the future)
- Phase 2 – Community Recreation Center with gym and fitness amenities adjacent to the outdoor pool
- Phase 3 – Cover the pool with a structure to attach to and match the Community Recreation Center

Rationale for Phasing – allows the Town time to properly prepare necessary infrastructure and raise funding for the project.

Colchester Staff Site Evaluations

Bayside Park

- Close proximity to schools, lake, bike paths, residences, and businesses.
- Possible sharing of facilities with School District.
- Opportunity to develop Bayside/Hazelett property with amenities from Bayside that would need to be moved.
- Would create a true “recreational” experience in the Bay.
- Community Center would be located in the “heart of the community.”
- Placing the Community Center at Bayside may add to traffic congestion. Traffic would need to be mitigated.

Severance Corners

- State Downtown Board would prefer the community investment in a new facility to be in the Severance Corners area to maintain the town center/growth center designation.
- Access to sewer line and public transportation.
- Not the “heart of the community.”
- No bike/pedestrian connections to the schools.
- No significant cost savings in locating the Community Center at Severance Corners.
- Does not create the “Recreation Destination” feeling.

B. Action Plan, Cost Estimates and Prioritization

The following recommendations are drawn from public focus group and staff input, statistically-valid survey, findings, and the information gathered during the process of developing the Community Recreation Needs Assessment and Master Plan and Bayside Park Master Plan. All cost estimates are in 2016 figures where applicable. Most costs are dependent on the extent of the enhancements and improvements determined or known at this time.

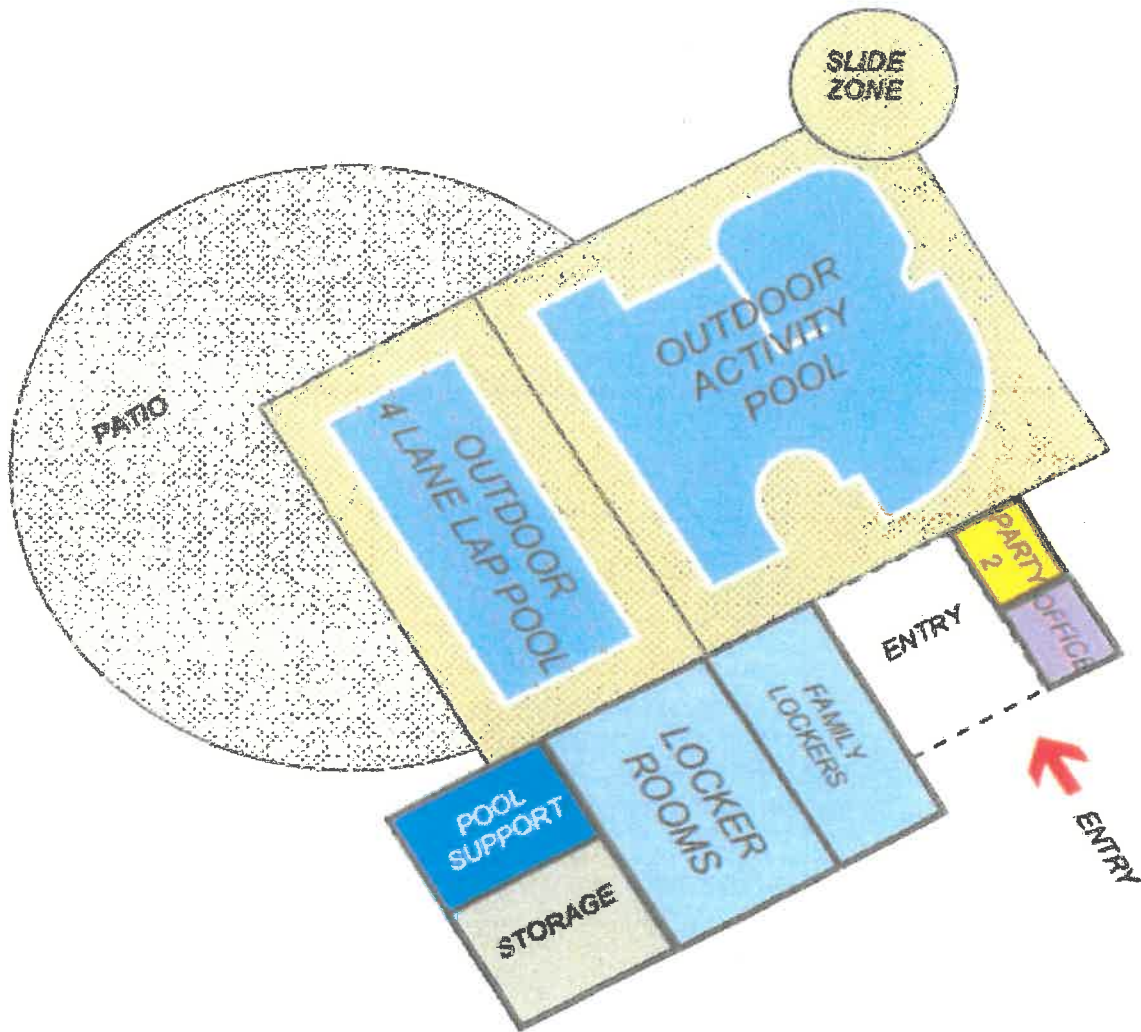
Table 7: Community Recreation Center Building Program and Capital Costs

Town of Colchester, VT Community Recreation Center	
Total Project Budget Cost Estimates	
Phase 1 - Outdoor Aquatics - 14,771 sq. ft.	
Facility Budget	\$4,644,243
Site Budget	\$1,123,114
Soft Costs	\$2,038,073
Total Budget	\$7,805,430
Phase 2 - Outdoor Aquatics & Community Center = 50,624 sq. ft.	
Facility Budget	\$8,763,732
Site Budget	\$1,040,652
Soft Costs	\$3,450,107
Total Budget	\$13,254,491
Phase 3 - Community Recreation Center with Indoor Aquatics = 60,121 sq. ft.	
Facility Budget	\$3,306,000
Site Budget	\$1,047,087
Soft Costs	\$4,438,087
Total Budget	\$4,438,087
Total Project Budget	\$25,498,008

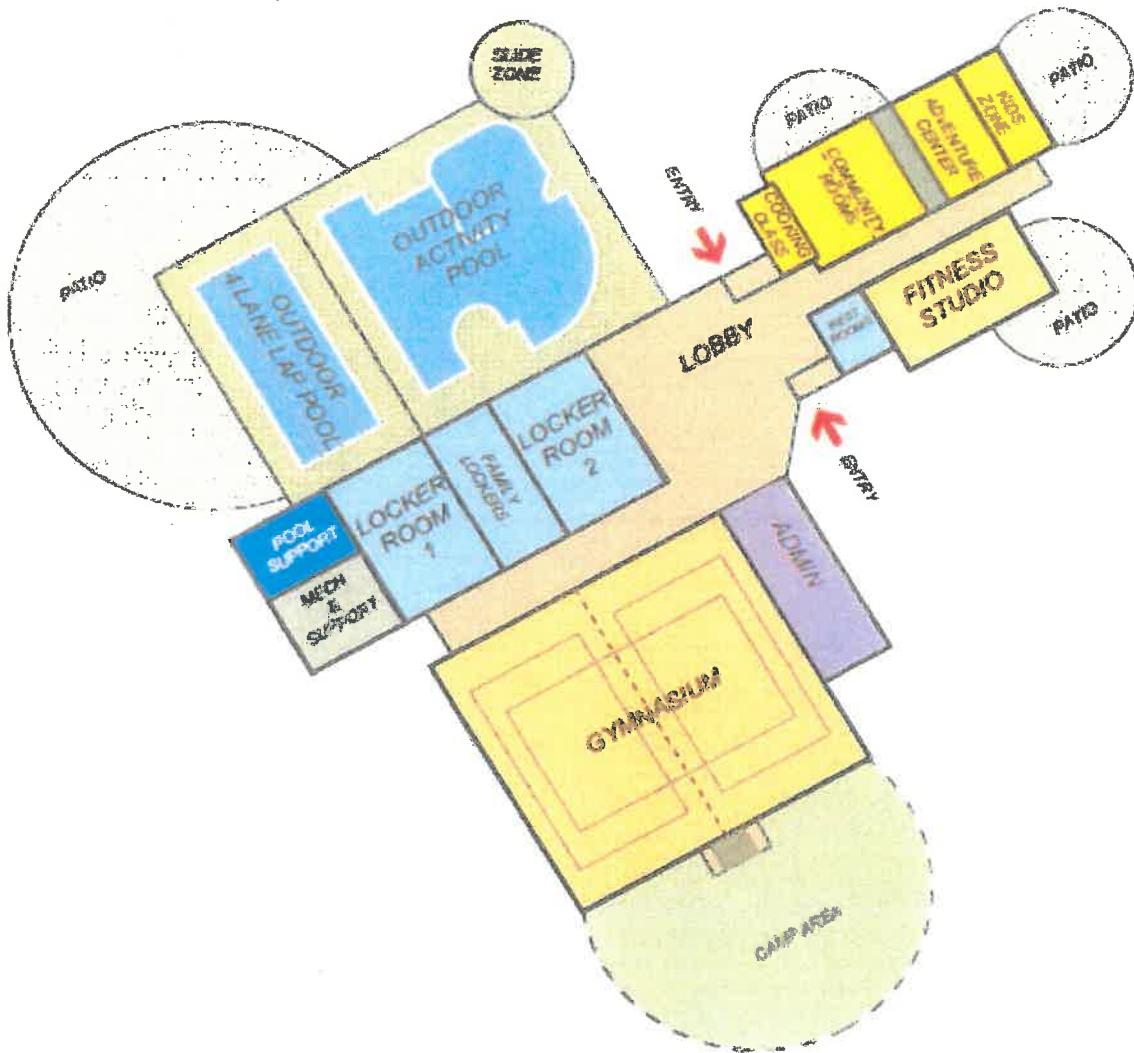
Community Recreation Center Conceptual Drawings

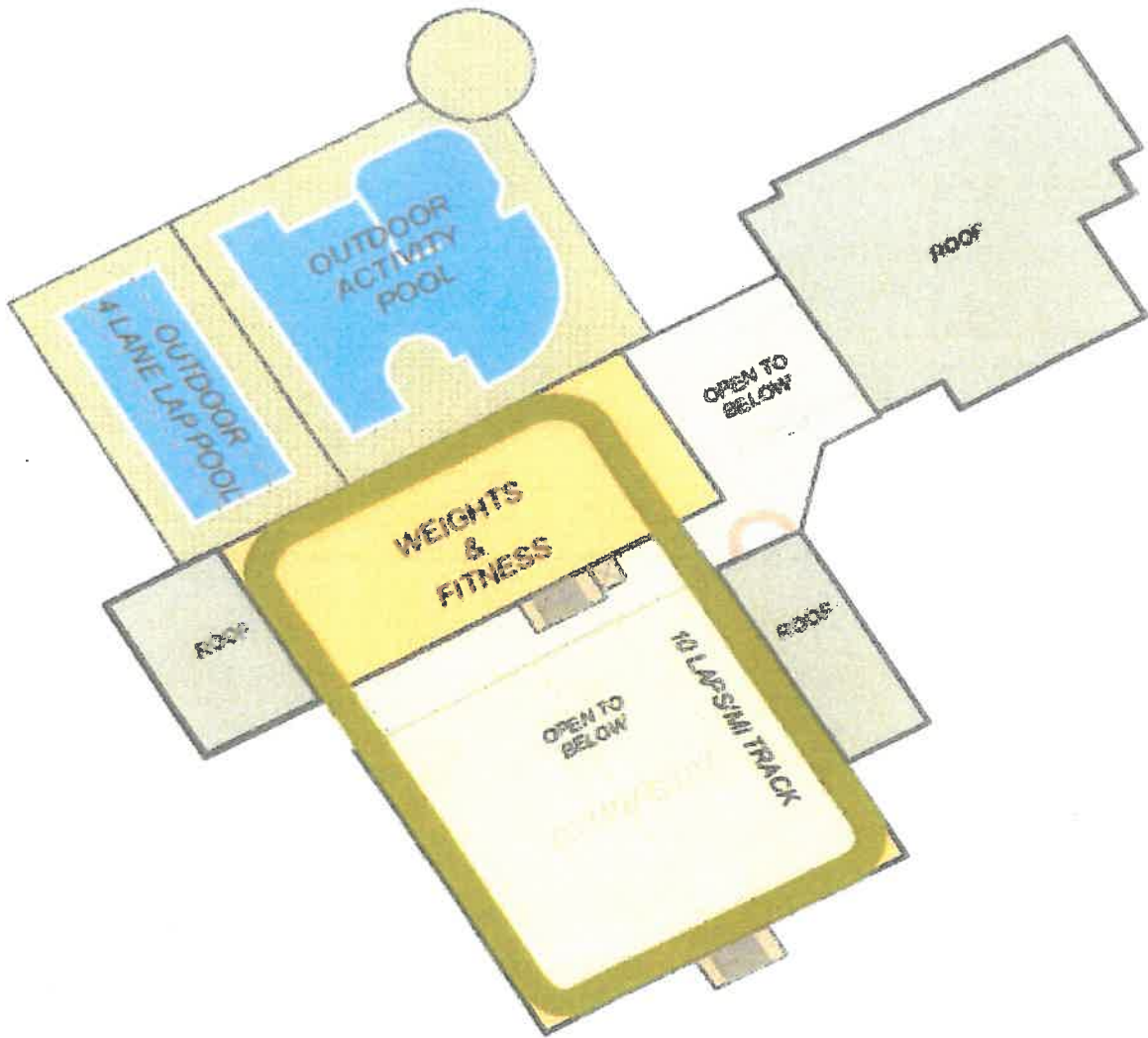
Community Recreation Center in 3 Phases

Phase 1 – Outdoor pool (with plans to cover in the future)

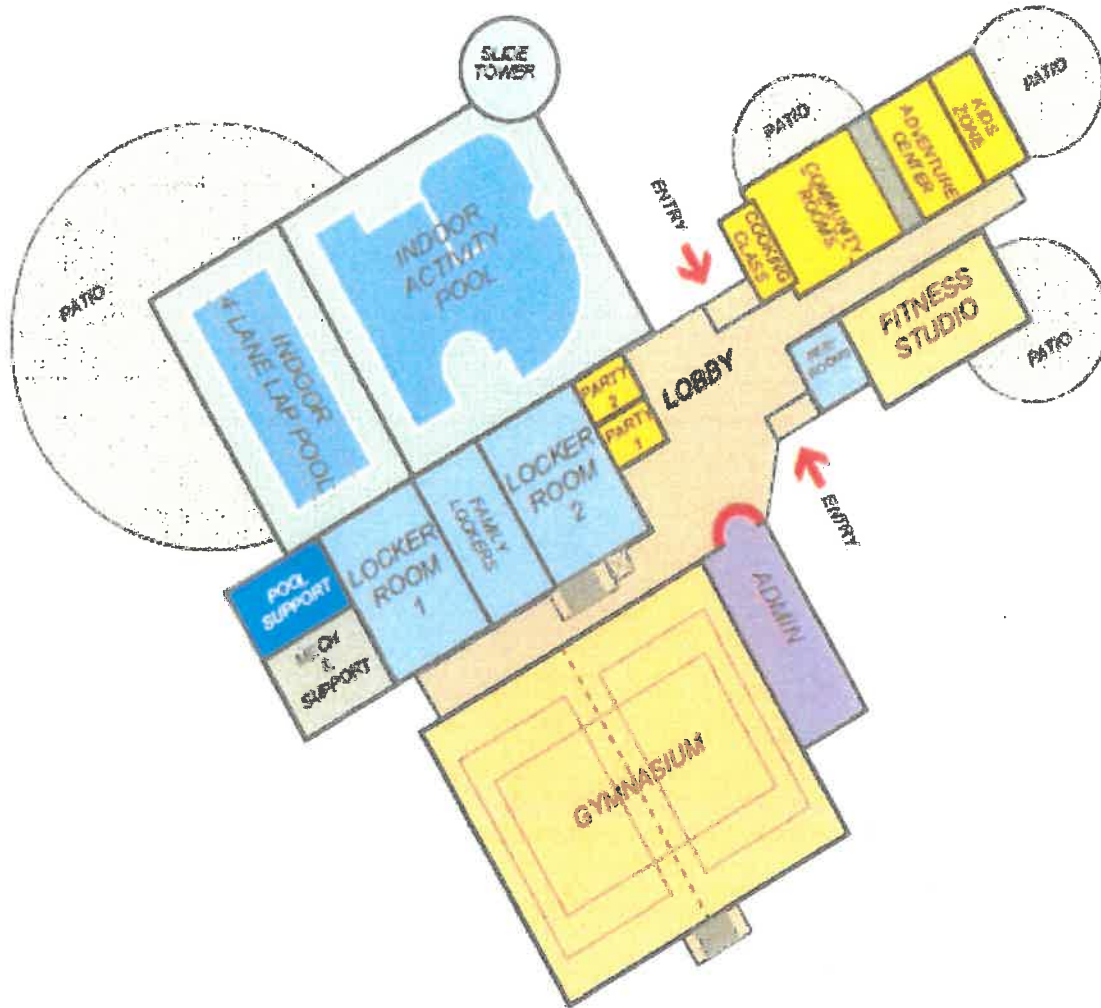


Phase 2 – Community Recreation Center lower and upper levels with gym and fitness amenities adjacent to the outdoor pool





Phase 3 Lower and Upper Levels – Cover the pool with a structure to attach to and match the Community Recreation Center



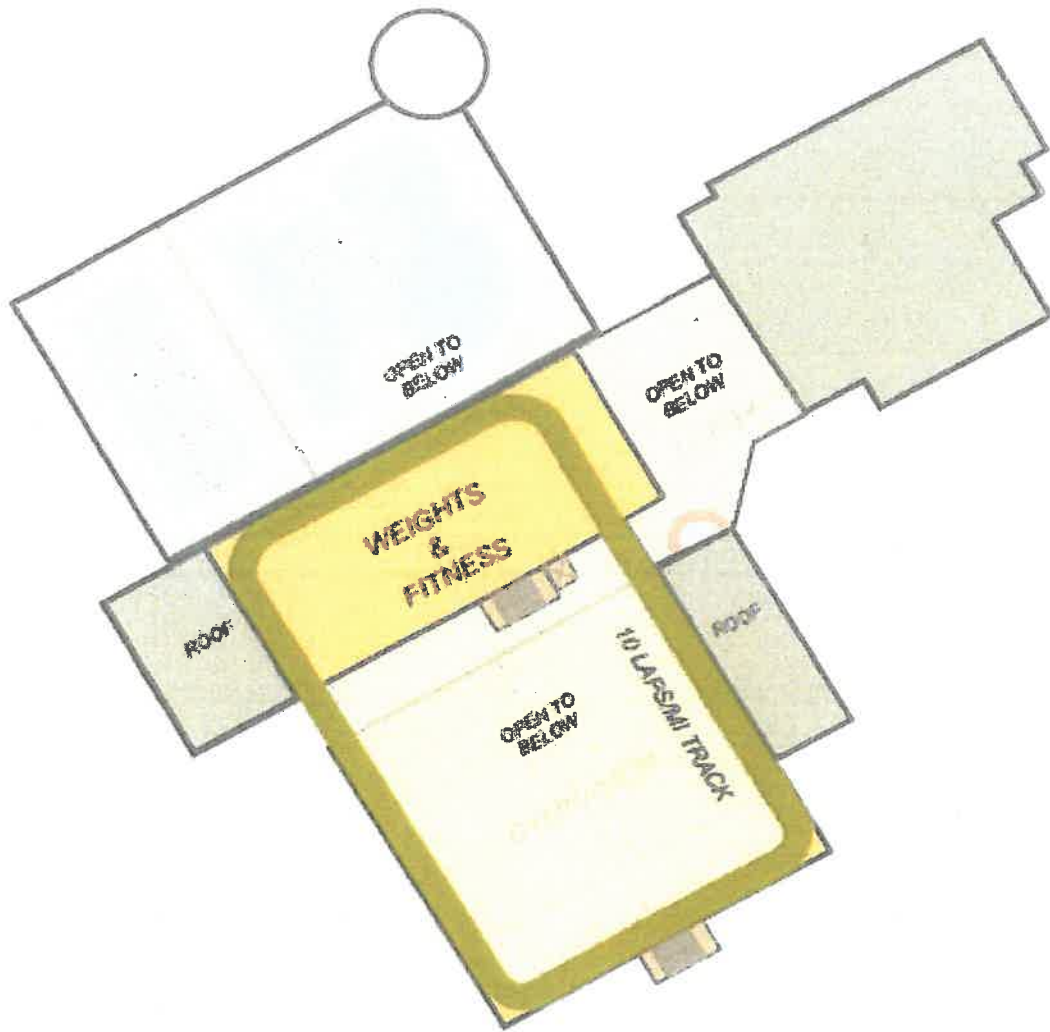


Table 8: Bayside Park Improvements Total Construction

Colchester, VT - Conceptual Landscape Plan	
Summary	
PARCEL	SUBTOTAL
BAYSIDE PARK LOWER AREA	
Construction Subtotal	\$3,863,507.50
Design Contingency	\$463,620.90
Additional Cost Factors	\$1,254,867.24
SUBTOTAL – BAYSIDE PARK LOWER	\$5,581,995.64
BAYSIDE PARK UPPER AREA	
Construction Subtotal	\$4,105,027.50
Design Contingency	\$492,603.30
Additional Cost Factors	\$1,333,312.93
SUBTOTAL – BAYSIDE PARK UPPER	\$5,930,943.73
BAYSIDE/HAZELETT AREA	
Construction Subtotal	\$1,497,607.00
Design Contingency	\$179,712.84
Additional Cost Factors	\$486,422.75
SUBTOTAL – BAYSIDE/HAZELETT	\$2,163,742.59
SUMMARY – ALL THREE AREAS COMBINED	
Construction Subtotal - COMBINED	\$9,466,142.00
Design Contingency - COMBINED	\$1,135,937.04
Additional Cost Factors - COMBINED	\$3,074,602.92
GRAND TOTAL – COMBINED	\$13,676,681.96

Bayside Park Conceptual Drawing



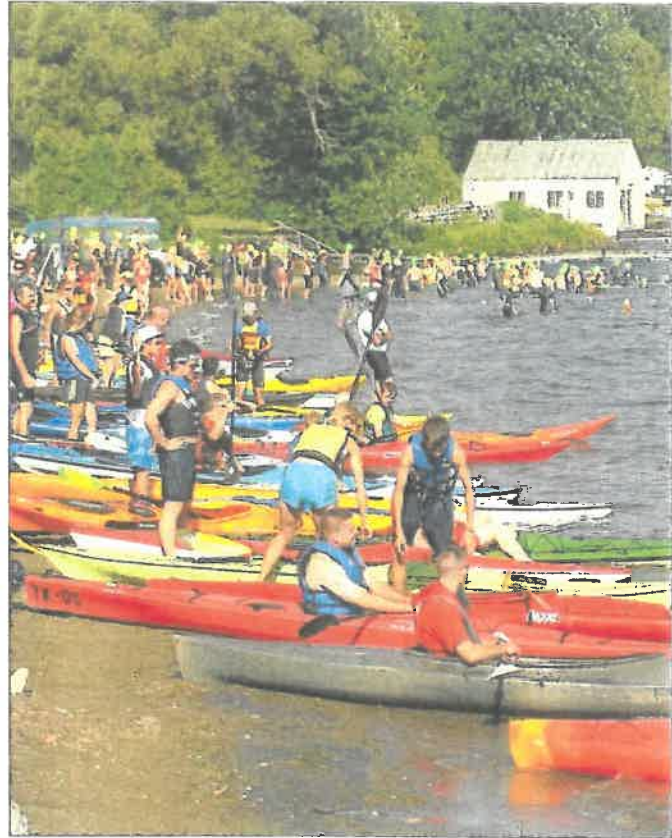
C. Conclusions

There is a demand and need for more recreation facilities and group gathering space which was confirmed by survey and Parks and Recreation staff who fields the requests for these uses. The demographics in Colchester represent a younger and more active population than before. Businesses would benefit from a year round recreation facility bringing people to a community hub and commercial center. A revitalized Bayside Park area would draw more tourism and boaters onto land. Increased recreation opportunities are important for a community's health, economy, and social fabric.

To maximize the potential of Bayside Park and the Bayside/Hazelett property for all Town of Colchester residents and to meet their expressed needs and desires, renovations and enhancements to the existing Bayside Park, development of the Bayside/Hazelett property and construction of a new Community Recreation Center are necessary to create the needed amenities. This location provides for an all-in-one place for an exceptional park and recreation experience, takes advantage of proximity to schools, and the Bayside Park and Bayside/Hazelett properties have the greatest potential for combining all desired amenities in the most cost effective manner.

The new Community Recreation Center will include an aquatics facility, gymnasium, running track, meeting/event space, and fitness space necessary to provide enough indoor recreation space for the Town of Colchester residents.

The enhanced Bayside Park and development of the Bayside/Hazelett properties will provide the needed outdoor field space, open space, and amenities to provide outstanding outdoor activities to the entire Town of Colchester community. Connecting both sides of Bayside Park that are currently separated by a road with an open and inviting under the road walkway will enhance the participant's enjoyment of this amazing facility. The Bayside/Hazelett property will also be connected to Bayside Park and transformed with the addition of several new amenities. A boat dock, amphitheater, lake house, green spaces, skate park, meadows, dog park, indoor/outdoor water feature, volleyball, tennis, pickleball, educational play, picnic areas, bike pump trails, walking trails, disc golf, athletic fields and parking are some of the desired amenities.



The combination of a new Community Recreation Center and an enhanced Bayside Park along with the development of the Bayside/Hazelett property will allow the Town of Colchester Parks and Recreation Department to provide year round recreation opportunities for all residents. The designs of these facilities were completed using the most cost effective strategies available. The Town would not have to duplicate infrastructure costs nor staffing costs with this plan due to the strategic consolidation of the facilities and the different types of park amenities provided at two different locations.

The recommended next steps include additional public input to react to and provide further input on the conceptual plans that have been developed. Prioritization of amenities and phasing of what should be developed first, with community's input, is needed. Further refinement of cost estimates and designs will need to occur as the process of continued community input refines the design of these conceptual plans. Exploration of permitting requirements and traffic mitigation will be needed along with coordination with the DPW's scoping study for the Lakeshore/Blakely intersection. Plans for financing, incorporation into capital plan and exploration of capital fundraising campaign capacity will be need to be developed. In order to move these conceptual plans from dreams to reality, community interest, and support is essential. The Colchester staff cannot do this alone.

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

TO: BOARD OF DIRECTORS

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

DATE: September 7, 2017

**SUBJECT: UPDATE CONVERSION OF TENNIS COURTS TO
PICKLEBALL COURTS AT BOB KILDEE PARK**

RECOMMENDATION

It is recommended the Board review and provide direction for the potential conversion of tennis courts to pickleball courts located at Bob Kildee Park.

BACKGROUND

Over the past few years the District has seen an increase in pickleball players within our community. Both the Board and staff have been approached on several occasions to find time and space to accommodate this growing program.

Pickleball is a paddle sport created for all ages and skill levels. The rules are simple and the game is easy for beginners to learn, but can develop into a quick, fast-paced, competitive game for experienced players. It combines the elements of badminton, tennis and table tennis. Pickleball is a growing sport for all ages, however it is quite popular with people over 60 years of age. According to the Sports and Fitness Industry Association's 2016 participant report, there are more than 2.5 million pickleball participants in the United States. Currently, the sport of pickleball has more than doubled since 2010.

The pickleball communities and facilities have quickly grown in our neighboring districts. Currently, Conejo Recreation and Park District and Rancho Simi Recreation and Park District have both dedicated and multi-use courts available for play.

To better assess the number of pickleball players in the community and to also respond to their requests for courts, recreation staff reviewed the Freedom Park Gymnasium schedule and found three days per week to dedicate to pickleball play. These are multi-use courts and participation ranges from 30-40 players per week. In early 2017 the District painted pickleball lines on two of the existing tennis courts at Bob Kildee Park. There has been an increase in outdoor pickleball play on the District's tennis courts, however regular attendance has not been kept.

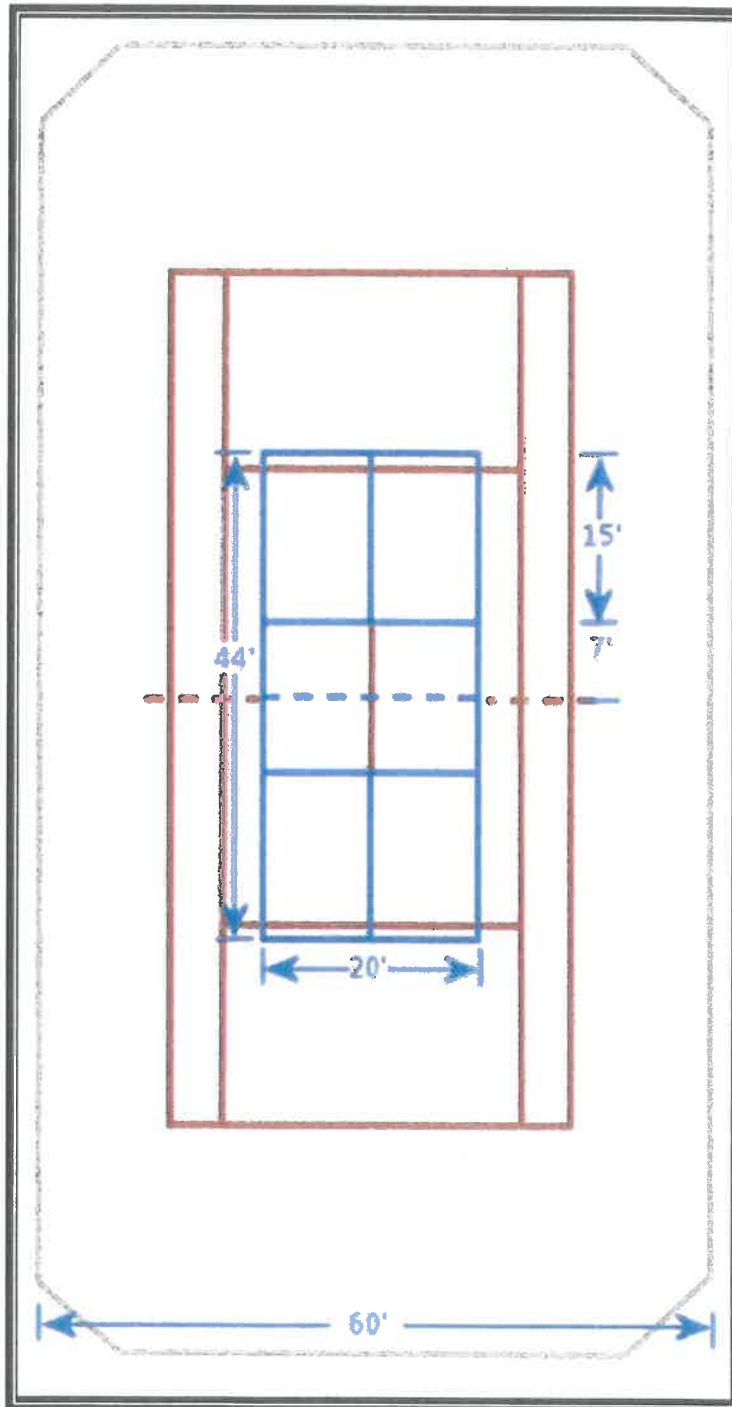
Staff was directed in a previous committee meeting to gather cost estimates to repaint and install permanent pickleball courts at Bob Kildee Park and to also gather costs to repaint and repair the tennis courts as well.

ANALYSIS

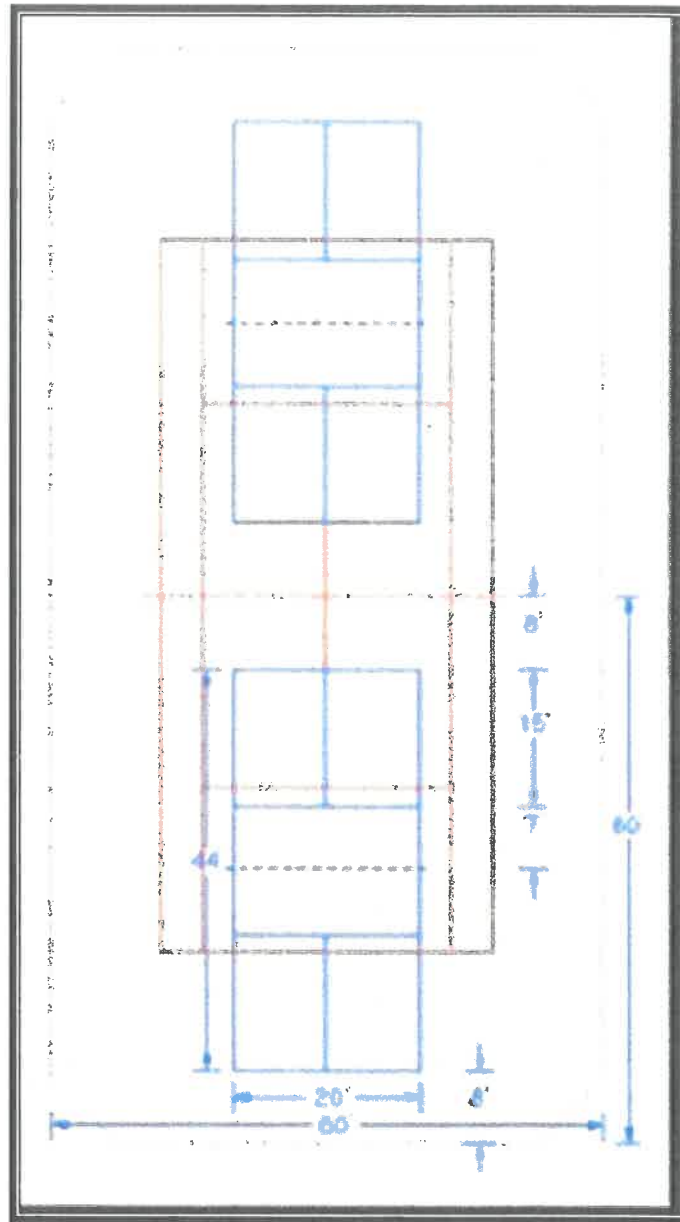
Recreation staff contacted four contractors to receive cost estimates for three options. This was not a formal bid process, however just a cost estimate to better understand the cost to repair/repaint the courts at Bob Kildee Park.

A pickleball court is the same size as a doubles badminton court and measures 20x44 feet. In pickleball, the same court is used for both singles and doubles play. The net height is 36 inches at the sidelines and 34 inches in the middle. The court is striped similar to a tennis court with right and left service courts and a 7-foot non-volley zone in front of the net (referred to as the “kitchen”). Courts can be constructed specifically for pickleball or they can be converted using existing tennis courts.

Current Configuration



Optional Configuration for 2 Pickleball Courts on 1 Tennis Court



Contractors were asked to provide costs for three options:

Option A: convert the caged tennis court to two permanent pickleball courts

Option B: convert three tennis courts to a total of six permanent pickleball courts

Option C: repair/repaint the complex, keeping three permanent tennis courts and converting the other three tennis courts to six permanent pickleball courts

Staff received cost estimates from two companies and the ranges for each option were:

Option A: \$7,500-\$14,500

Option B: \$21,500-\$38,400

Option C: \$41,500-\$56,400

FISCAL IMPACT

There currently is no fiscal impact at this time, however if the Board should move forward with one of the proposals there would be a fiscal impact to the Capital budget.

RECOMMENDATION

It is recommended the Board review and provide direction to staff regarding outdoor pickleball courts.

ATTACHMENTS

- 1) Bob Kildee Park Layout (1 page)

Bob Kildee Park: potential tennis court conversion to pickleball court(s)

To better serve our community, the Pleasant Valley Recreation and Park District is looking at potentially converting *one, or up to three* tennis courts to pickleball courts, *and* resurfacing all of the courts. If you have any questions or would like to receive an email update on this potential project, please contact:

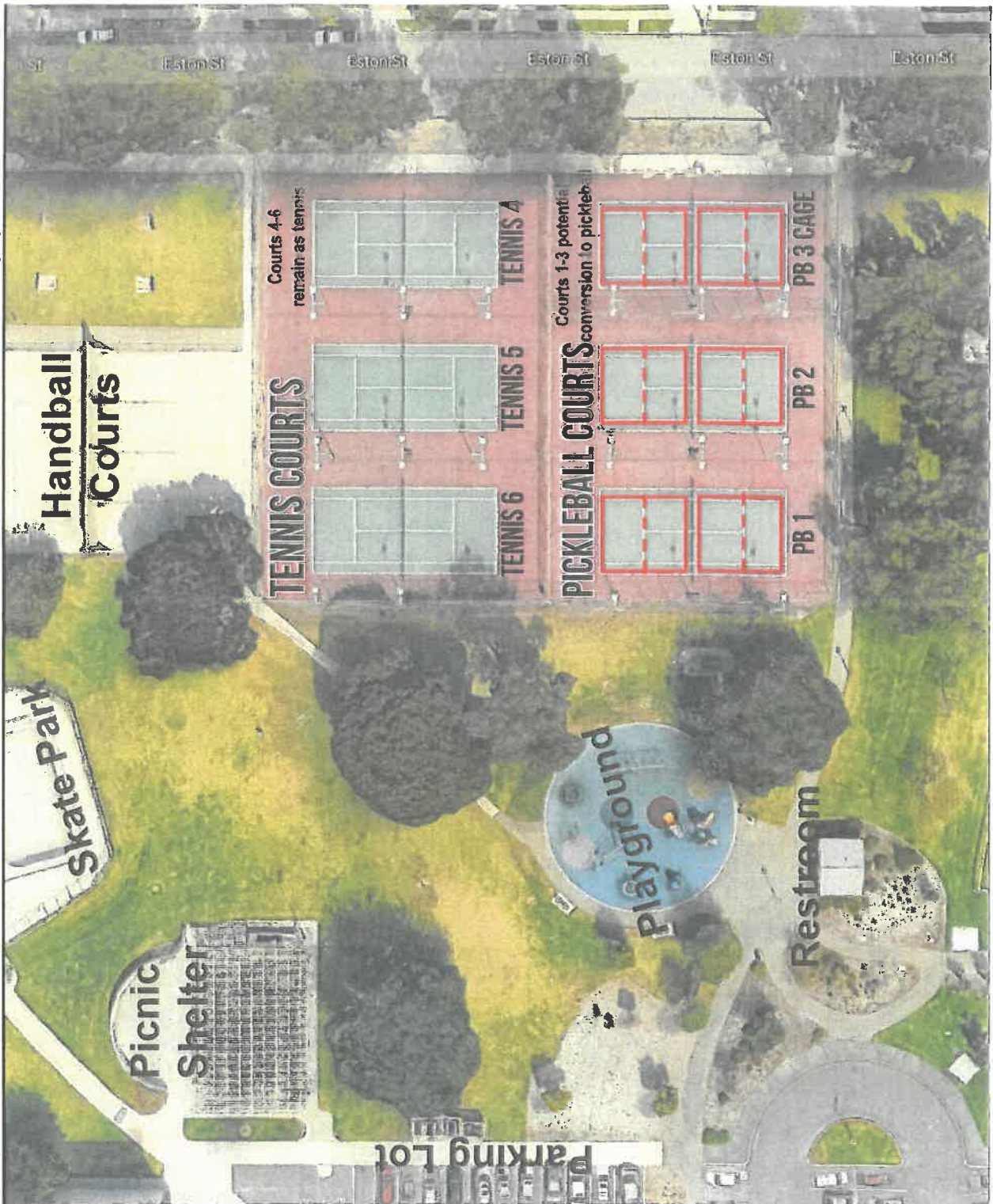
Lanny Binney
Recreation Supervisor:
lbinney@pvprpd.org

Amy Stewart
Recreation Services Manager:
alstewart@pvprpd.org

Information will also be available on our website: www.pvprpd.org



8/10/17



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

TO: BOARD OF DIRECTORS

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

DATE: September 7, 2017

**SUBJECT: APPROVAL OF THE BID SPECIFICATIONS FOR THE
PARKS MAINTENANCE YARD DRIVEWAY**

RECOMMENDATION

It is recommended the Board approve the attached bid specifications for the Parks Maintenance Yard Driveway project and direct staff to solicit proposals for the approved bid specifications.

BACKGROUND

Asphalt driveways or parking lots, like any improvement have a projected service life based on construction methods, maintenance levels, and a number of other factors. All asphalt lots require maintenance and repair ranging from cleaning and seal coat applications to removing or replacing alligator sections, and complete failures.

The District developed Freedom Park in 1976 with 33.9 acres and built the maintenance yard the following year in 1977. The maintenance yard driveway was built over the top of the underground fuel tank and those tanks eventually deteriorated which caused them to leak. These tanks were removed however; part of the damage to the driveway was caused by the fuel. As with most asphalt, it deteriorates quicker when not kept on a reoccurring maintenance schedule.

Without yearly maintenance the driveway has developed large pot holes creating safety concerns for staff and delivery personnel as this is the main hub for parks maintenance trucks, supplies and deliveries. During the July Board meeting, the Board appropriated capital funds in the amount of \$35,000 for the replacement of the asphalt driveway located at the Parks Maintenance Yard.

ANALYSIS

There is approximately 4,000 square feet of surface area located at the maintenance yard which needs to be removed as well as repaired with a subbase of 4 inch depth. There are approximately another 1,200 square feet that would require a minimum thickness of a 6 in. subbase due to the heavier trucks such as the trash and various deliveries which are driven on this area.

The quality paving material, concrete, is often thought to be much higher in cost initially than asphalt. For concrete and asphalt pavements that reasonably have comparable initial load-carrying abilities, the first cost difference is small. Larger differences occur over the course of the pavement and life expectancy. Staff examined the cost as well as maintenance of both asphalt and concrete.

Asphalt has approximately fifteen (15) to thirty (30) years of life expectancy on average, however every five to seven years the asphalt should be slurry sealed in order to preserve and protect underlying pavement structure and provide for a safe surface. The current cost of asphalt is \$6.00 per square foot and the approximate cost to slurry seal on an ongoing basis would be approximately \$4,000 per application every five to seven years.

As a construction material, concrete offers outstanding durability and longevity, given proper application, well-designed site structures and regular maintenance. The useful service life of concrete may be anywhere from 30 years to 50 years. The approximate cost of concrete is \$9.00 to \$11.00 per square foot.

The scope of work which needs to be addressed is as follows: 1) Remove all existing marked asphalt, 2) Grade and compact road base to 90% compaction, 3) Add 1200 square feet of subbase at 6 inches depth, 4) Add 4000 square feet subbase at 4 inches depth, 4) Reinforce with ½ inch re-bar every 18 inches on center, 5) Use 3000 psi concrete and broom finish with medium broom, and 6) Expansion joints shall be ½ inch thick.

The bidding process will open on September 11, 2017 with a mandatory job walk on September 26th at 9:00 am and close on October 11, 2017 at 2:00 pm.

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 attached bid specifications for the Parks Maintenance Yard Driveway project and direct staff to solicit proposals for the approved bid specifications.

ATTACHMENT

- 1) Bid Specifications and Contract (77 pages)
- 2) Request for Proposal (7 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

FISCAL YEAR 2017-2018

SD-2017-1

BID OPENING: September 26, 2017

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2017-1

FISCAL YEAR 2017-2018

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

RCE _____

PLEASANT VALLEY RECREATION & PARK DISTRICT
PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2017-1

FISCAL YEAR 2017-2018

TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
NOTICE INVITING SEALED BIDS	A-1 - A-4
INSTRUCTIONS TO BIDDERS	B-1 - B-6
BID FORM	C-1 - C-5
BID BOND	D-1 - D-2
INFORMATION REQUIRED OF BIDDERS	E-1 - E-8
AGREEMENT.....	F-1 - F-4
FAITHFUL PERFORMANCE BOND	G-1
LABOR AND MATERIAL BOND	H-1 - H-2
WORKERS' COMPENSATION CERTIFICATE.....	I-1
APPRENTICESHIP REQUIREMENTS.....	J-1
GENERAL PROVISIONS	GP-1 - GP-6
SPECIAL PROVISIONS.....	SP-1 - SP-23
TECHNICAL SPECIFICATIONS	TP-1 -TP-10
CONSTRUCTION DRAWINGS	APPENDIX A

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

FOR THE

**PARKS MAINTENANCE YARD DRIVEWAY PROJECT
SD-2017-1**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, CA 93010, up to the hour of **2:00 P.M., October 11, 2017**, at which time they will be publicly opened and read aloud in the Administrative Conference Room, **Camarillo, California**, for performing the following work:

**PARKS MAINTENANCE YARD DRIVEWAY PROJECT
SD-2017-1**

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

The words "**PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SPEC. NO. SD-2107-1**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting Tuesday /September 26, **2017, at 9:00 A.M.**, located at **380 Skyway Drive Camarillo, CA 93010.**

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to **PARKS MAINTENANCE YARD DRIVEWAY PROJECT.** The work will take place at 380 Skyway Drive in Camarillo, California 93010, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE PROJECT MANAGER ESTIMATE FOR THIS PROJECT IS: \$35,000.

COMPLETION OF WORK: All work to be done under this contract shall be completed within **Twenty (20) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

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

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/parks/capital>. Paper copies are also available in Parks Department, 1605 E. Burnley Street Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

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

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

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

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

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

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "**A, B or C-8**" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

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

BID REGISTRATION: Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on August 16, 2017 commencing at 9:00 am, located at the customer service counter in the Administrative building located at 1605 E. Burnley Street, Camarillo, CA.

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

INSTRUCTIONS TO BIDDERS

BID REGISTRATION: : Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on September 26, 2017 commencing at 9:00 am, located at 380 Skyway Drive Camarillo, CA. **BID REGISTRATION FOR PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2017-1**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2017-1**. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

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

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

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

then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$3,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth

above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and

umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the

contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

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

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

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

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

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

EMPLOYMENT OF APPRENTICES: Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of

apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

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

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

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

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2017-1

FISCAL YEAR 2017-2018

PLEASANT VALLEY RECREATION & PARK DISTRICT

**BID FOR THE
PARKS MAINTENANCE YARD DRIVEWAY PROJECT**

SD-2017-1

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as "**PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2017-1**" which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "**PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2017-1**", for the sum set forth in the following schedule:

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2017-1

BID SCHEDULE

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

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

Bidder Name

Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their
several seals this ____ day of _____, 201__, the name and corporate seal of
each corporate party being hereto affixed and these presents duly signed by its undersigned
representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

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

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

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

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

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

(9) List at least three (3) completed projects completed in the last 18 months:

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

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

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

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

Date of Inspection: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

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

QUESTIONNAIRE

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

Yes _____ No _____

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

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

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

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

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

Contractor's State License Number and Classification

License Expiration Date

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

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

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

The undersigned declares:

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

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

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

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

AGREEMENT

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

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

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2017-1" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

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

ARTICLE III: All work to be done under this contract shall be completed within **Twenty (20) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Any changes in time and/or price are to be submitted to the District Project Manager, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

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

successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

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

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

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

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

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

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

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

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

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

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

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

for 3 years after the expiration of this contract, unless permission to destroy them is granted by the District.

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

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

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

[Signatures on next page]

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

Dated _____, 2017

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 20__

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

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

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

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2017-1

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

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

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

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

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed

thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

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

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

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

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

Labor Code Section 3700

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

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

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

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

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

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860

}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

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

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

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

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

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

NOTICE

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

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

LOCATION OF WORK: The work will take place at 1605 E Burnley st, in Camarillo, California.

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

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

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

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

MONIES MAY BE RETAINED: The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor,

to the payment of any expenses, losses, or damages, as determined by the Project Manager, incurred by the District, for which the Contractor is liable under the contract.

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

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

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

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

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

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

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

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

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

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

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

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

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

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

forms provided by the division and the printouts are verified in the manner specified subdivision (a).

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

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

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

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

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

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

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

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

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

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

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

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

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

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

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2017-1

FISCAL YEAR 2017-2018

1. GENERAL

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

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

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

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

C. SCOPE AND CONTROL OF THE WORK:

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

2.5 PLANS AND SPECIFICATIONS

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

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

2-5.4 Record Drawings.

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

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

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

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within Twenty (20) **consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

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

E. FINAL INVOICE AND PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[3] When the Project Manager determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Project Manager formally accept the contract, and immediately upon and after such acceptance by the Project Manager, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Project Manager.

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

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

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

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

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

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

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

for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Project Manager, the Project Manager may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. CHANGES IN WORK:

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

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

Q. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

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

Such repair and replacement shall be made promptly upon receipt of written notice from the Project Manager. If the Contractor fails to make such repair and

replacement promptly, the Project Manager may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Project Manager, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Project Manager's request for correction within a reasonable time as determined by the Project Manager, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

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

4-1.2 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.3 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Project Manager may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.4 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

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

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

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

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

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

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

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

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

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:

- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions

Code who either is in direct contract with a contractor or is a lower tier subcontractor.

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

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

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

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

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

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

mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

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

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

(b) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this

section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

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

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

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

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

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

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

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

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

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

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

“20104.2. Claims; requirements; tort claims excluded

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Y. DELAYS AND EXTENSIONS OF TIME

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

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

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

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

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

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

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

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

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

2. PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. AIR POLLUTION CONTROL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Project Manager. During times when less than 2 lanes of traffic are provided, contractor shall

provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

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

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

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

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

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

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

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

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

TECHNICAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

PARKS MAINTENANCE YARD DRIVEWAY PROJECT SD-2017-1

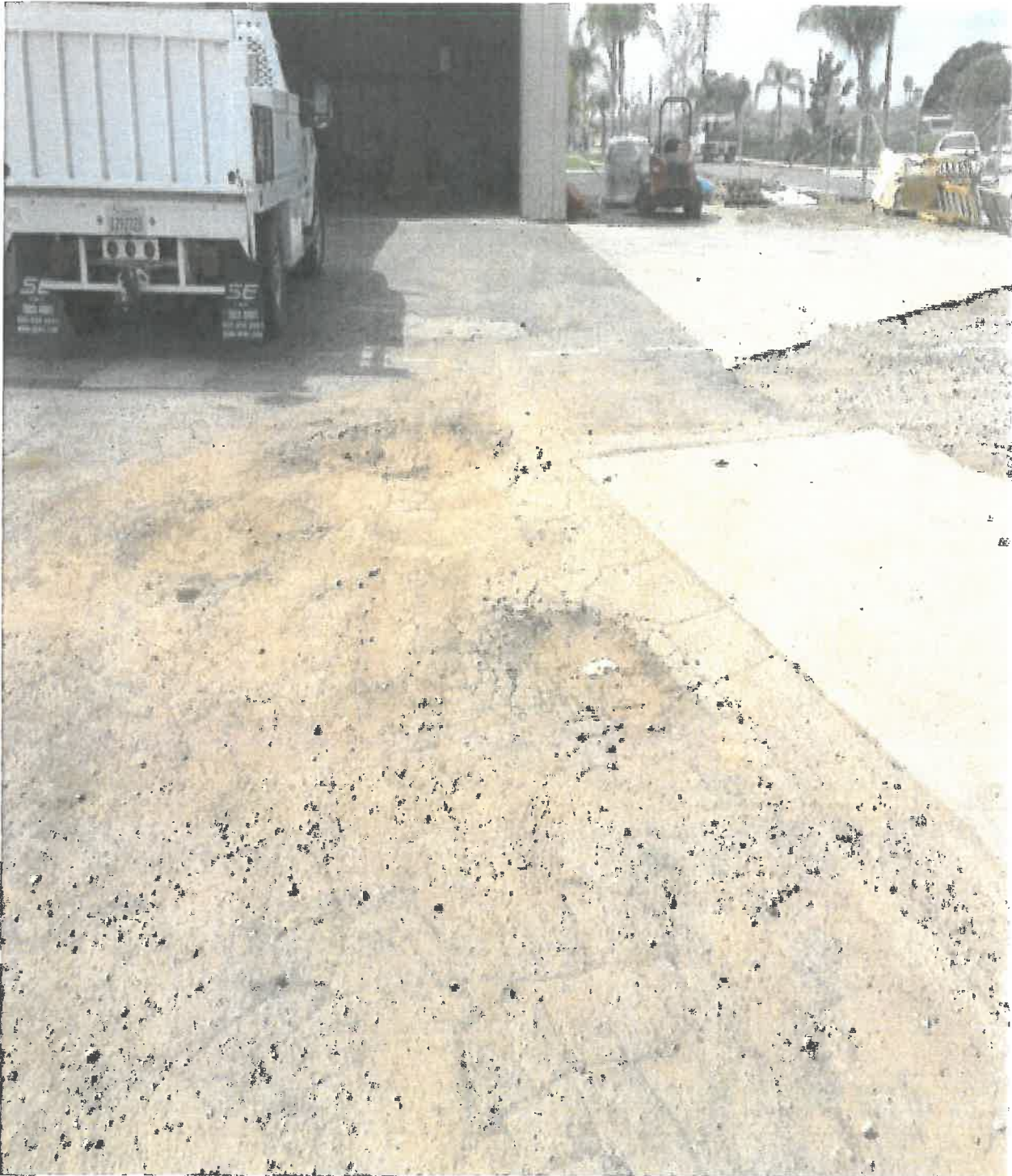
GENERAL

SCOPE OF WORK:

- **Remove all existing marked asphalt.**
- **Grade and compact road base to 90% compaction,**
- **1,200 sq ft will be 6 inches in depth,**
- **4,000 sq ft will be 4 inches in depth,**
- **Reinforce with ½ re-bar every 18 inches on center,**
- **Use 3,000 psi concrete and Broom finish with medium broom,**
- **Expansion joints shall be no greater than ½ thick**

APPENDIX A
CONSTRUCTION DRAWINGS/PHOTOS





SP-3



SP-4

**Bid Specifications for
Parks Maintenance
Yard Driveway**

**Request for Proposal:
Due October 11, 2017, 2:00 pm**



www.pvrpd.org • 805-482-1996

Bob Cerasuolo
Park Services Manager
Pleasant Valley Recreation
and Park District, Camarillo, CA
805-482-5396 X 301
bobc@pvrpd.org
www.pvrpd.org

INVITATION TO BID

Pleasant Valley Recreation and Park District ("District") is seeking a bid to replace the Driveway and Parking Lot at 380 Skyway Drive Camarillo California 93010: There will be a mandatory job walk on September 26, 2017 at 9:00 am.

SCOPE OF WORK:

- Remove all existing marked asphalt.
- Grade and compact road base to 90% compaction,
- 1,200 sq ft will be 6 inches in depth;
- 4,000 sq ft will be 4 inches in depth,
- Reinforce with ½ re-bar every 18 inches on center,
- Use 3,000 psi Concrete and Broom finish with medium broom,
- Expansion joints shall be no greater than ½ thick

BASIS OF SPECIFICATIONS

Refer to manufacturers specifications unless otherwise noted herein, the specifications for this project shall be the Standard Specifications for Public Works Construction (the "GREEN BOOK"), latest edition.

PROPOSAL PROCESS

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

1. A breakdown of the work to be done.
2. History of similar projects completed within the last two years, including cost and client contact information.
3. Provide a minimum of three (3) references including service provided, name of agency, contact person, phone number and email.

Request for Proposal Due October 11, 2017 , 2:00 pm

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 Contractor License and a City of Camarillo business license and the proper insurance and bonding.
- Possess a D.I.R number at the time of bid submittal.

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

CONSTRUCTION SCHEDULE

Within ten (10) days of the District's Contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the various items of work.

Contract Award November 6, 2017

Project Start Date approx. November 13, 2017

Project Completion Date no later than December 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)

Request for Proposal Due October 11, 2017 , 2:00 pm

TIME LINE

Request for Proposals released September 11, 2017
Proposals must be received by October 11, 2017, 2:00 p.m.
Contract award November 6, 2017
Project Start Date approx. November 13, 2017
Project Completion Date no later than December 22, 2017

PROPOSAL DEADLINE

The deadline for the proposal is **October 11, 2017, 2:00 p.m.** Proposal must be submitted in a sealed envelope marked *RFP Parks Maintenance Yard Driveway* by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

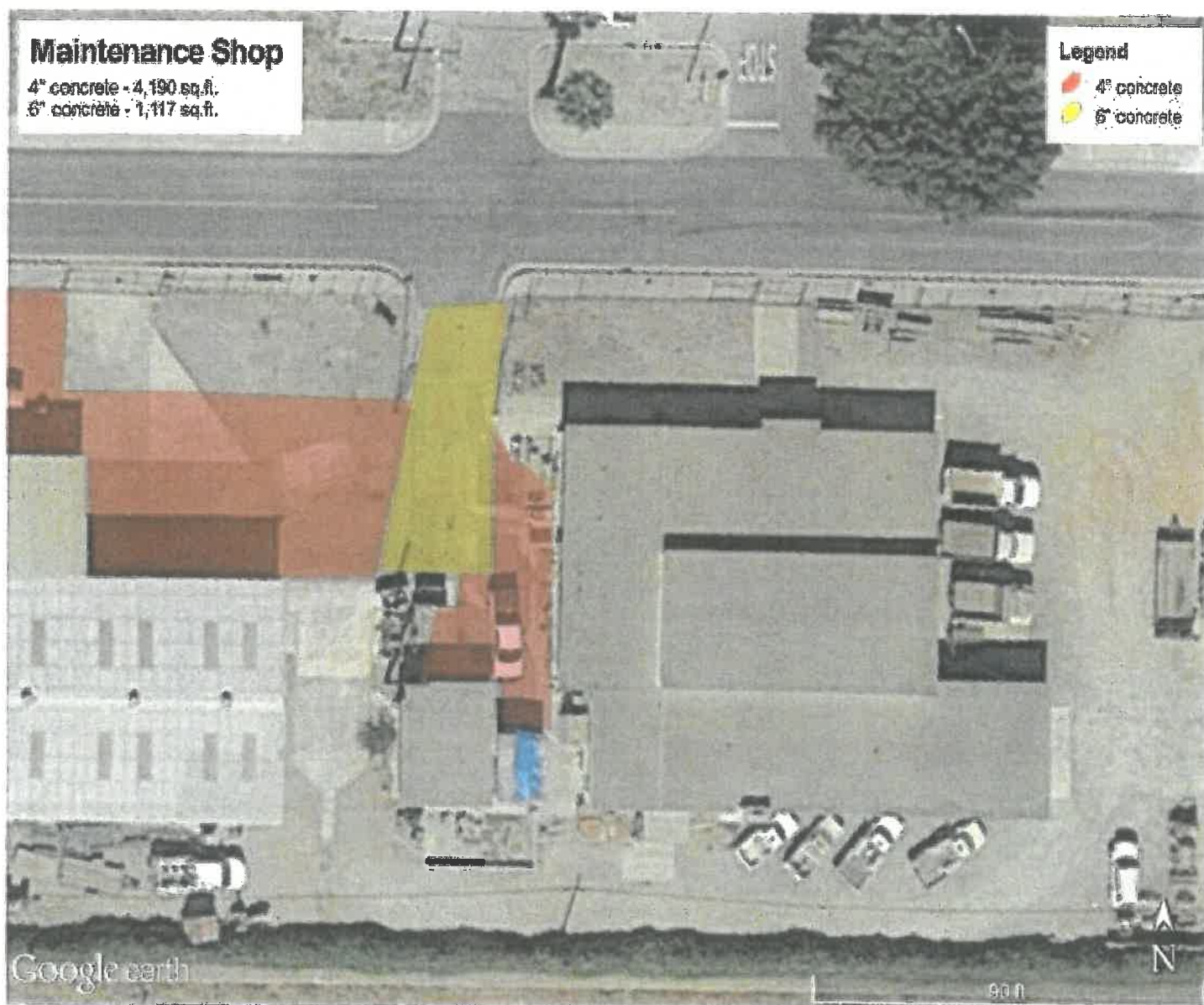
Please submit two (2) copies of the proposal to:

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
E-Mail bobc@pvrrpd.org







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

TO: BOARD OF DIRECTORS

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

DATE: September 7, 2017

**SUBJECT: APPROVAL OF THE BID SPECIFICATIONS FOR
MISSION OAKS PARK BUILDING ROOF REPAIR**

RECOMMENDATION

It is recommended the Board approve the bid specifications for the roof repair needed at Mission Oaks Park concessions building and direct staff to solicit proposals.

BACKGROUND

This Capital Improvement Project was identified in the FY 2017/18 Capital Improvement Plan Budget. During the July Board meeting, the Board appropriated capital funds in the amount of \$30,000 for the repair/replacement of the roof located at the Mission Oaks Park concessions building.

The original building was built in 1995 and in 2009 an addition was built to house the Camarillo Girls Softball Association equipment. The current roof has lasted approximately 22 years with minor repairs throughout the years. The roofing material on this building is made of concrete tiles that typically last 35 years however, this building sits approximately 20 feet away from the softball fields. Consistently, there are foul balls which land on the concrete tile which break and then cause the roof to leak.

ANALYSIS

The District is responsible for the maintenance and upkeep of several buildings and roofs throughout the District. Staff contacted a roofing company to assess the current state of the roof located at the Mission Oaks Park concessions building. Currently the roof has numerous broken tiles and needs replacement. Tremco Roofing Incorporated identified a number of areas that require immediate attention (currently open and porous broken tiles) and other failing sections of the roof.

As part of this project, Board asked staff to examine the following roofing materials: 1) Tile, 2) Metal, and 3) Asphalt. If the District was to leave the concrete tile roof, there would be a continued cost of approximately \$3,000 per year to replace broken tiles and underlayment along with the risk of these tiles falling on patrons. Metal roofing tends to hold up for 20 to 50 years and is fire resistant. The down side to metal roofs is cost and denting. Asphalt/shingle roofs are the least expensive and tend to be low maintenance and have a life span of 20 to 30 years.

<u>Roofing Materials</u>	<u>Comparison on 1,700 sq. ft.</u>
Tile	\$17,000
Asphalt	\$7,500
Metal	\$22,000

To address the current needs of the roof located at the Mission Oaks Park concessions stand, the following items will be addressed: 1) Remove existing tile roofing, 2) Install 15-30 pound underlayment sheet, 3) Install 30-year warranty Certaineed Landmark or equal shingle system, 4) Apply rubberized emulsion and polyester membrane to alcove roof areas, 5) Apply Elastomeric coating to inside and outside of alcove exposed wall areas, 6) Submit Unit Price per 10' section of gutter replacement, 7) Submit Unit price per each for downspout installation and 8) Submit Unit price per 10' section of header board replacement (including painting).

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.

Roofs have a projected service life based on construction methods, maintenance levels and a number of other key factors. By approving this project and replacing the roof with a shingle system, the District would receive a 30-year warranty.

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 roof repair needed at Mission Oaks Park concessions building and direct staff to solicit proposals.

ATTACHMENT

- 1) Bid Specifications and Contract (75 pages)
- 2) Request for Proposal (7 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

MISSION OAKS CONCESSION ROOF PROJECT

FISCAL YEAR 2017-2018

SPEC NO. MO-2017-1

BID OPENING: September 13, 2017

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

MISSION OAKS CONCESSION ROOF PROJECT

SPEC NO. MO-2017-1

FISCAL YEAR 2017-2018

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

RCE _____

PLEASANT VALLEY RECREATION & PARK DISTRICT
MISSION OAKS CONCESSION ROOF PROJECT

SPEC NO. MO-2017-1

FISCAL YEAR 2017-2018

TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
NOTICE INVITING SEALED BIDS	A-1 - A-4
INSTRUCTIONS TO BIDDERS	B-1 - B-6
BID FORM	C-1 - C-5
BID BOND	D-1 - D-2
INFORMATION REQUIRED OF BIDDERS	E-1 - E-8
AGREEMENT.....	F-1 - F-4
FAITHFUL PERFORMANCE BOND	G-1
LABOR AND MATERIAL BOND	H-1 - H-2
WORKERS' COMPENSATION CERTIFICATE.....	I-1
APPRENTICESHIP REQUIREMENTS.....	J-1
GENERAL PROVISIONS	GP-1 - GP-6
SPECIAL PROVISIONS.....	SP-1 - SP-23
TECHNICAL SPECIFICATIONS	TP-1 -TP-
CONSTRUCTION DRAWINGS	APPENDIX A

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

FOR THE

**MISSION OAKS CONCESSION ROOF PROJECT
SPEC NO. MO-2017-1**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, CA 93010, up to the hour of **2:00 P.M., Monday October 16, 2017**, at which time they will be publicly opened and read aloud in the Administrative Conference Room, **Camarillo, California**, for performing the following work:

**MISSION OAKS CONCESSION ROOF PROJECT
SPEC NO. MO-2017-1**

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

The words "**MISSION OAKS CONCESSION ROOF PROJECT, SPEC. NO. MO-2107-1**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **September 26, 2017, at 10:00 A.M.**, located at 5501 Mission Oaks Blvd, Camarillo, CA 93012.

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to **MISSION OAKS CONCESSION ROOF PROJECT**. The work will take place at 5501 Mission Oaks Blvd, in Camarillo, California 93012, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE PROJECT MANAGER ESTIMATE FOR THIS PROJECT IS: \$30,000.

COMPLETION OF WORK: All work to be done under this contract shall be completed within **Twenty (20) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

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

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/parks/capital>. Paper copies are also available in Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

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

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

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

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

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

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "**C-39**" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

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

BID REGISTRATION: Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on September 26, 2017 commencing at 10:00 am, located at 5501 Mission Oaks Blvd, Camarillo, CA.

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

INSTRUCTIONS TO BIDDERS

BID REGISTRATION: Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on September 26, 2017 commencing at 10:00 am, located at 5501 Mission Oaks Blvd, Camarillo, CA. **BID REGISTRATION FOR MISSION OAKS CONCESSION ROOF PROJECT, SPEC NO. MO-2017-1**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **MISSION OAKS CONCESSION ROOF PROJECT, SPEC NO. MO-2017-1**. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

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

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

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

then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$3,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth

above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and

umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the

contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

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

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

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

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

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

EMPLOYMENT OF APPRENTICES: Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of

apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

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

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

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

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

MISSION OAKS CONCESSION ROOF PROJECT

SPEC NO. MO-2017-1

FISCAL YEAR 2017-2018

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
MISSION OAKS CONCESSION ROOF PROJECT

SPEC NO. MO-2017-1

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as “**MISSION OAKS CONCESSION ROOF PROJECT, SPEC NO. MO-2017-1**” which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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

CY	Cubic yard
EA	Each
LF	Linear foot
LS	Lump sum
SF	Square foot
SY	Square yard
TON	Ton

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of “**MISSION OAKS CONCESSION ROOF PROJECT, SPEC NO. MO-2017-1**”, for the sum set forth in the following schedule:

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

**MISSION OAKS CONCESSION ROOF PROJECT
SPEC NO. MO-2017-1**

BID SCHEDULE

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

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

Bidder Name

Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their
several seals this ____ day of _____, 201__, the name and corporate seal of
each corporate party being hereto affixed and these presents duly signed by its undersigned
representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information:

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

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

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

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

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

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

(9) List at least three (3) completed projects completed in the last 18 months:

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

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

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

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

Date of Inspection: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

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

QUESTIONNAIRE

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

Yes _____ No _____

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

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

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

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

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

Contractor's State License Number and Classification

License Expiration Date

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

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

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

The undersigned declares:

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

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

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

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

AGREEMENT

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

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

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "MISSION OAKS CONCESSION ROOF PROJECT, SPEC NO. MO-2017-1" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

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

ARTICLE III: All work to be done under this contract shall be completed within **Twenty (20) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Any changes in time and/or price are to be submitted to the District Project Manager, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

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

successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

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

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

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

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

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

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

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

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

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

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

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

for 3 years after the expiration of this contract, unless permission to destroy them is granted by the District.

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

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

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

[Signatures on next page]

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

Dated _____, 2017

By: _____
Chairman

ATTEST:

Clerk of the Board

Dated _____, 20__

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

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

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

MISSION OAKS CONCESSION ROOF PROJECT

SPEC NO. MO-2017-1

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

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

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

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

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed

thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

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

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

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

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

Labor Code Section 3700

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

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

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

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

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

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860

}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

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

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

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

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

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

NOTICE

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

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

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

LOCATION OF WORK: The work will take place at 5501 Mission Oaks Blvd in Camarillo, California.

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

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

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

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

MONIES MAY BE RETAINED: The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor,

to the payment of any expenses, losses, or damages, as determined by the Project Manager, incurred by the District, for which the Contractor is liable under the contract.

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

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

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

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

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

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

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

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

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

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

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

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

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

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

forms provided by the division and the printouts are verified in the manner specified subdivision (a).

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

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

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

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

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

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

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

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

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

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

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

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

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

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

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

MISSION OAKS CONCESSION ROOF PROJECT

SPEC NO. MO-2017-1

FISCAL YEAR 2017-2018

1. GENERAL

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

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

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

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

C. SCOPE AND CONTROL OF THE WORK:

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

2.5 PLANS AND SPECIFICATIONS

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

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

2-5.4 Record Drawings.

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

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

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

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within Twenty **(20) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

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

E. FINAL INVOICE AND PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[3] When the Project Manager determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Project Manager formally accept the contract, and immediately upon and after such acceptance by the Project Manager, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Project Manager.

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

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

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

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

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

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

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

for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Project Manager, the Project Manager may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. CHANGES IN WORK:

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

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

Q. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

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

Such repair and replacement shall be made promptly upon receipt of written notice from the Project Manager. If the Contractor fails to make such repair and

replacement promptly, the Project Manager may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Project Manager, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Project Manager's request for correction within a reasonable time as determined by the Project Manager, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

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

4-1.2 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.3 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Project Manager may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.4 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

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

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

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

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

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

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

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

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

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:

- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions

Code who either is in direct contract with a contractor or is a lower tier subcontractor.

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

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

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

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

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

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

mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

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

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

(b) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this

section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

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

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

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

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

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

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

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

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

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

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

“20104.2. Claims; requirements; tort claims excluded

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Y. DELAYS AND EXTENSIONS OF TIME

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

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

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

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

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

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

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

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

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

2. PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. AIR POLLUTION CONTROL: Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have

been previously overlooked by the Project Manager or his or her authorized agent and accepted or estimated for payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TECHNICAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

MISSION OAKS CONCESSION ROOF PROJECT

SPEC NO. MO-2017-1

- 1) Remove existing tile roofing
- 2) Install 15-30 pound underlayment sheet.
- 3) Install 30-year warranty Certainteed Landmark or equal shingle system.
- 4) Apply rubberized emulsion and polyester membrane to alcove roof areas.
- 5) Apply Elastomeric coating to inside and outside of alcove exposed wall areas.
- 6) Submit Unit Price per 10' section of gutter replacement.
- 7) Submit Unit price per each for downspout installation.
- 8) Submit Unit price per 10' section of header board replacement (including painting).

APPENDIX A
CONSTRUCTION DRAWINGS/PHOTOS





**Bid Specifications for
Mission Oaks Building
Roof**

**Request for Proposal:
Due October 16, 2017, 2:00 pm**



www.pvrpd.org • 805-482-1996

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

INVITATION TO BID

Pleasant Valley Recreation and Park District is ("District") is seeking a bid to replace the roof at the Mission Oaks Building, 5501 Mission Oaks Blvd, Camarillo CA 93012 to the specifications: There will be a mandatory job walk on September 26, 2017 at 10:00 am.

SCOPE OF WORK:

- Remove existing tile roofing.
- Install 15-30-pound underlayment sheet.
- Install 30-year warranty Certainteed Landmark, or equal, shingle system.
- Apply rubberized emulsion & polyester membrane to alcove roof areas.
- Apply Elastomeric coating to inside and outside of alcove exposed wall areas.
- Submit Unit Price, per 10' section of gutter replacement.
- Submit Unit price, per each for downspout installation.
- Submit Unit price, per 10' section of header board replacement (including painting)

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 (two copies). The following shall be included in your written proposal:

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

EVALUATION OF PROPOSALS

District staff will review the proposals. The selected Contractor will be contacted to notified of bid award.

The evaluation of proposal will be based on the following:

- Completeness and thoroughness of information provided and adherence to deliverables.
- Ability to meet budget, although cost will not be the sole factor.
- Ability to comply with all State, Federal and local regulations.
- Ability to possess a California State Contractor License and a City of Camarillo business license and the proper insurance and bonding.
- Possess a D.I.R number at the time of bid submittal.

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

CONSTRUCTION SCHEDULE

Within ten (10) days of the District's Contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the various items of work.

Contract award November 1, 2017

Project start date Approx. November 15, 2017

Project completion date no later than December 20, 2017

Request for Proposal Due October 16, 2017, 2:00 pm

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. MO-2017-1 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.

TIME LINE

Request for Proposals released, September 11, 2017

Proposals must be received by October 16, 2017, 2:00 p.m.

Contract award November 1, 2017

Project start date approximately November 15, 2017

Project completion date no later than December 20, 2017

PROPOSAL DEADLINE

The deadline for the proposal is **Monday October 16, 2017, 2:00 p.m.** Proposal must be submitted in a sealed envelope marked ***Mission Oaks Building*** by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

Please submit two (2) copies of the proposal to:

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







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

TO: BOARD OF DIRECTORS

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

DATE: September 7, 2017

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 579 AUTHORIZING THE GENERAL MANAGER
TO APPLY FOR THE HABITAT CONSERVATION
FUND WILDLIFE AREA ACTIVITIES GRANT FOR
NATURE EDUCATION PROGRAM**

RECOMMENDATION

It is recommended the Board adopt Resolution No. 579 authorizing the General Manager to apply for the Habitat Conservation Fund (HCF) grant to assist in funding the District's Nature Education Program.

BACKGROUND

In October of 2012 the District submitted a proposal for a grant through the HCF administered by the California Department of Parks and Recreation. In July of 2013 the District was notified the submittal was not approved and that the new funding cycle deadline would be October of 2013. In October of 2013 the District submitted another proposal for a Nature Education Program Grant through HCF in which HCF approved and allocated \$16,500 to the District's Nature Education Program. The District has expensed the funds obtained through this grant and is in the process of closing this grant out. The District relies on the funds generated thru this grant to provide a high level of service while also continuing to grow the outdoor educational programming.

ANALYSIS

The approval of Resolution No. 579 is required to apply for the HCF Grant. The application deadline is October 2, 2017. Funding announcements will be made in May 2018. If awarded the grant, the District would have five years to complete the project. The District allocated \$7,500 towards outdoor educational programming in FY 17-18. In the event the District is awarded this grant, the Board would have the opportunity to review the outdoor educational programming budget and align it with the awarded amount during the FY 18-19 budgeting process. The total estimated cost will not exceed \$60,000 with a 50/50 match; therefore, the cost to the District would be no greater than \$30,000 over a three to five-year period. If the District is awarded this grant, the funds will be used to fund existing programs and add the following:

Wilderness Safety Class (ages 13+)
Art in the Park (ages 13+)
Animal Art (ages 13+)
Nature Journaling (ages 13+)
Nature Discovery Club (ages 13+)

Rose Pruning (ages 16+)
Succulents (ages 16+)
Hiking with your Go Pro (ages 13+)

FISCAL IMPACT

If awarded, the cost to the District would be no greater than \$30,000 and would not be effective until FY 2018-19. Considering that this would be a fee based program, some funds would be recouped.

RECOMMENDATION

It is recommended the Board adopt Resolution No. 579 authorizing the General Manager to apply for the Habitat Conservation Fund (HCF) grant to assist in funding the District's Nature Education Program.

ATTACHMENTS

- 1) Resolution No. 579 (1 page)

RESOLUTION NO. 579

RESOLUTION OF THE BOARD OF DIRECTORS OF PLEASANT VALLEY RECREATION AND PARK DISTRICT APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE HABITAT CONSERVATION FUND PROGRAM

WHEREAS, the people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the HCF Program, setting up necessary procedures governing project application under the HCF Program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the project(s);

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF DIRECTORS hereby:

- Approves the filing of an application for the Habitat Conservation Fund Program; and
- Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project; and
- Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and
- Certifies that the applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the grant administration guide; and
- Delegates the authority to the General Manager to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project.
- Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and Adopted the ____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution No.579 was duly adopted by the BOARD OF DIRECTORS following a roll call vote:

Ayes:

Noes:

Absent:

Clerk _____

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 – Personnel, Finance, Liaison and Policy
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager's Report