

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
October 3, 2018**

5:30 P.M. CLOSED SESSION

A. Conference with Labor Negotiators - The Board will conduct a closed session, pursuant to Govt. Code Section 54957.6, with the District's negotiators - Mary Otten, Kathryn Drewry and Eric Storrie regarding labor negotiations with the employee organization, SEIU Local 721.

6:00 P.M. REGULAR MEETING NEXT RESOLUTION #602

- 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/2018 Financial Report
 - B. Pleasant Valley Recreation and Parks Foundation
 - C. Camarillo Girls Softball Association
 - D. Wii Bowling Tournament Recognition
- 6. PUBLIC COMMENT** - **In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public.** If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. Minutes for Regular Board Meeting of September 6, 2018 and Special Board Meetings of September 12 and 19, 2018**
Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

Approval of District's disbursements dated on or before September 28, 2018.

C. Financial Report

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for August 31, 2018.

D. Consideration and Approval of Regular Board Meeting Dates for 2019

The District will need to reserve the City Council Chambers for 2019 in order to continue using the facility after December 2018. Approval schedules the Board meetings for calendar year 2019 and authorizes District staff to reserve the Council Chambers for the 2019 year.

8. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval of Request for Proposals for the Valle Lindo Restroom Remodel Design

Valle Lindo Restrooms are in need of remodeling and updating to be made current with new state requirements.

Suggested Action: A MOTION to Approve the Request for Proposals (RFP) for the design phase of the Valle Lindo Restroom remodel.

B. Consideration and Approval of Resolution No. 601, Approving a Grant Submission to GameTime for Purchase and Replacement of Nancy Bush Park Playground Equipment and Finding that it is Reasonably Foreseeable that Inhabitants of the AMLI Subdivision will Use these Facilities

Staff is requesting the Board select a design and approve a resolution authorizing staff to apply for a grant for the planned playground structure at Nancy Bush Park and finding that it is reasonably foreseeable that AMLI Spanish Hills residents will use the planned structure.

Suggested Action: A MOTION to Approve Resolution No. 601, directing staff to proceed with the GameTime grant application and finding that it is reasonably foreseeable the residents of the AMLI Spanish Hills subdivision will use the proposed playground facilities at Nancy Bush Park.

C. Consideration and Authorization for the General Manager to Purchase and Order the Installation of Replacement Pool Slide Components from Natural Structures

Natural Structures has submitted options for pool slide component replacement at the Aquatic Center.

Suggested Actions: A MOTION to Approve and authorize the General Manager to enter into an agreement with Natural Structures to purchase and order the installation of the necessary pool slide tower replacement parts to maintain its structural integrity.

D. Consideration and Approval of Bid Award for the Freedom Park Concessions Building Roof

The Freedom Park Concessions Stand is in need of a roof replacement. Falcon Roofing has responded with the low bid.

Suggested Action: A MOTION to Approve and authorize the General Manager to enter into a contract with Falcon Roofing to replace the roof at the Freedom Park Concessions Building in the amount of \$17,417.

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

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

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

11. ADJOURNMENT

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

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 114. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.



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

Group: Camarillo Girls Softball Association

Date: 8/31/2018

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

Wednesday, October 3, 2018 at 6pm at Camarillo City Hall

OFFICERS	NAME	ADDRESS	DAY PHONE	CELL PHONE
President	Tom De La Cerda	4031 Vincente Ave, Camarillo 93010		805-377-5799
Vice President	Kwinn Knight	2552 Dunnigan St, Camarillo 93010		805-312-1852
Treasurer	Greg Banks	2830 Lynnview St. Newbury Park 91320		310-422-9350
Secretary	Julie Johnson	1059 Ashbury Ct, Camarillo 93010		805-657-8147

Number of participants last year: 320
 Projected number of participants upcoming year: 320

Changes Organization has made from previous year:
CGSA will continue to develop the competitive Select program for our 10U and up divisions.

Comments for the PVRPD Board of Directors:

The CGSA family would like to thank PVRPD Board of Directors for the support they provide to our Camarillo Girls Softball Association. During our 2018 season. We had 3 gold teams 8U, 10U, 12U and one silver team 10U all qualify for State. Our 10U Silver won C division State title and all 10U and 12U teams qualified for National tournament. This year Camarillo was the home of 2018 10U/12U Nationals, which was a success. We are looking forward to another successful year and partnership in keeping our youth active in recreational sports.

Primary Facility (ies) Used? Mission Oaks Park
 What Time are Board Meetings Held? Monthly at 7PM
 Where are Board Meetings Held? Pleasant Valley Meeting Room
 When are new Board Members Elected? 2019 April
 When are new Board Members Installed? 2019 July

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

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

Please Complete and Return the Annual Update and Financial Statement by September 14, 2018 to:

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

Form Completed by (print): Tom De La Cerda Date 9/13/2018
 Sign: Tom De La Cerda

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

NAME OF ORGANIZATION

Camarillo Girl's Softball Association

Last Year's Financial Statement

Proposed Budget

Date: 8/31/2018

Date: YE August 31, 2019

Beginning Balance:	\$ 104,696.00
Revenue:	
Registration: Rec./All Stars	\$ 109,532.00
Tournaments:CGSA Tournament	\$ 23,500.00
Fundraisers / Sponsors:	\$ 12,426.00
Snack Bar:	\$ 33,321.00
Interest:	\$ -
Dues:	\$ -
Miscellaneous Income:**	\$ 400.00
Total Revenue	\$ 179,179.00

Beginning Balance:	\$ 123,610.00
Revenue:	
Registration:	\$ 110,000.00
Tournaments:	\$ 24,000.00
Fundraisers:	\$ 10,000.00
Snack Bar:	\$ 31,000.00
Interest:	\$ -
Dues:	\$ -
Miscellaneous Income:	\$ 400.00
Total Revenue	\$ 175,400.00

Expenses:

Expenses:

Admin Expense	\$ 2,230.00
Advertising	\$ 2,433.00
Awards	\$ 6,489.00
Equipment	\$ 5,616.00
Facility/Field Maint.	\$ 14,796.60
Insurance	\$ 495.00
Internet (online registration)	\$ 2,207.00
Licensing/Membership	\$ 10,581.00
Maintenance (field/facility)	\$ -
Miscellaneous**	\$ 500.00
Paid Staff	\$ 4,591.00
Professional Services (refs)	\$ 17,948.00
Refunds	\$ -
Rentals	\$ -
PVRPD	\$ 10,690.00
Snack Bar Resale	\$ 18,038.00
Supplies	\$ 496.40
Tournament Entries	\$ 21,500.00
Uniforms	\$ 38,514.00
Contingency	\$ 3,140.00
Total Expense:	\$ 160,265.00

Admin Expense	\$ 2,300.00
Advertising	\$ 2,500.00
Awards	\$ 7,000.00
Equipment	\$ 6,000.00
Facility/Field Maint.	\$ 3,000.00
Insurance	\$ 550.00
Internet (online registration)	\$ 2,300.00
Licensing/Membership	\$ 10,600.00
Maintenance (field/facility)	\$ -
Miscellaneous	\$ 500.00
Paid Staff	\$ 5,000.00
Professional Services (refs)	\$ 20,000.00
Refunds	\$ 800.00
Rentals	\$ -
PVRPD	\$ 12,000.00
Snack Bar Resale	\$ 20,000.00
Supplies	\$ 1,000.00
Tournament Entries	\$ 25,000.00
Uniforms	\$ 40,000.00
Contingency	\$ 3,500.00
Total Expense:	\$ 162,050.00

Ending Balance: \$ 123,610.00

Ending Balance: \$ 136,960.00

List Savings/CDs/Investments here:

Savings Account	\$
CD Account ___ month	\$
Investment Account	\$
Other Account	\$
Total Other Accounts	\$
Checking + Other	\$ -

List Savings/CDs/Investments here:

Savings Account	\$
CD Account ___ month	\$
Investment Account	\$
Other Account	\$ -
Total Other Accounts	\$
Checking + Other	\$ -

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

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 Malloy.

Call to Order

2. PLEDGE OF ALLEGIANCE

Director Robert Kelley led the pledge.

3. ROLL CALL

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

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst and Clerk of the Board Anthony Miller, Customer Service Representative and Recording Board Secretary Karen Roberts, Recreation Supervisor Jane Raab, Park Supervisors Nick Marienthal and Matthew Parker, Recreation Coordinator Katlyn Simber-Clickener, Recreation Specialist Connor Soudani, Cheryl Marks, Deborah Faneros, Richard Frank, Larry Davis, W & M Holderied, Sandra Maat, Joyce Mansnerus, Jonny Krup, Bob Aaron, Ray Komar, Aaron Meyers, Carol Woolley, Jacqueline Popok, and Bryan Monka.

Roll Call

4. AMENDMENTS TO THE AGENDA

General Manager Mary Otten requested that Item 8.C. *Consideration and Authorization for the General Manager to Purchase and have Installed the Replacement Pool Slide Components from Natural Structures* be pulled from the agenda.

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

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to
Approve Agenda
Amendment**

Carried

5. PRESENTATIONS

A. District Highlights

Recreation Coordinator Katlyn Simber-Clickener presented the highlights of the District's summer and September/October activities, programs and special events. The Aquatic Center had over 1,157 participants this summer in its lesson and camps. The Senior Center is offering September seminars on Tuscany and also Social Security and the Wheel of Fortune Taping excursion on October 25. The semi-annual Community Rummage Sale will be held on October 13. The Recreation Department's End of Summer Camp Out was held on August 17 at Camarillo Grove and plans are underway for the Halloween in the

Park and the annual Christmas Parade and Santa's Village. PVRPD was the home of the USA Softball Western Nationals Championship games at Mission Oaks Park and Pleasant Valley Fields in August. The District's spotlight this month was on National Park and Recreation Month in which PVRPD held a free event every day in July. Over 2600 participants were involved in free hikes, concerts, a cornhole tournament, bingo, free classes, a root beer run, disc golf, movies in the park and a family float night.

B. Community Band

Recreation Services Manager Eric Storrie introduced Dan Rhymes who gave a brief background on the Camarillo Community Band. At PVRPD's Concerts in the Park on Thursday nights during July, the band entertained between 400-500 people with its varying local band directors. The Band is currently in its 33rd season with over 300 band members on their mailing list of which about 120 participate in the performances each year. They also have holidays performance around the city. The Band is filing for a non-profit status in order to afford increasing expenses and insurance requirements.

6. PUBLIC COMMENT

Chairman Malloy accepted 9 speaker cards from Administrative Analyst and Clerk of the Board Anthony Miller. The first speaker, Ray Komar of Camarillo spoke regarding Item 8.A. about the Springville Dog Park retaining wall project. Mr. Komar stated that he uses the dog park on a regular basis and requested that the Board let people know what is going to happen regarding the wall and a temporary park closure.

7. CONSENT AGENDA

- A. Minutes for Special Meeting of June 28, 2018 and Regular Board Meeting of July 5, 2018
- B. Warrants, Accounts Payable & Payroll thru August 28, 2018
- C. Financial Report
- D. Consideration and Adoption of Resolution No. 597 Accepting the Final Report on the Pleasant Valley Recreation and Park District Senior and Community Recreation Center Facility Needs Assessment Study and Reauthorization of the Liaison Committee
- E. Consideration and Adoption of Resolution No. 598, an Application for the Habitat Conservation Fund Wildlife Area Activities Grant for Nature and Outdoor Educational Programming
- F. Review and Approval of Surplus Supplies and Equipment List

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

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to
Approve Consent
Agenda**

Carried

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of Bid Award for the Springville Retaining Wall Renovation Project

Park Services Manager Bob Cerasuolo reviewed the information regarding the Springville Dog Park retaining wall plans which were approved at the July 5, 2018 board meeting. The wall would be a 320 feet long, 50 inch tall concrete wall topped by a 42 inch wooden fence. Two bids for labor only were received and Rolling Stone was recommended to construct the wall. In September and October, there would be a temporary work fence placed about 30 feet from the north hill slope and in November, the park would need to close to allow for trenching, irrigation improvements and grass regrowth.

Board discussion included: closure period, the one million gallon water tank located behind the slope in question, type of wood for the top fence; the process which will include the removal of about 10 feet of soil, the addition of a trench and base before the installation of the block wall and then a back fill with dirt; the Friends of the Camarillo Dog Parks assistance with the added seating and covered areas around the DG track; the geologist report, need for better communication with the community, need for better irrigation, and safety and liability concerns.

Sandra Maat of Camarillo stated that she sees the need for improvement at the Springville Dog Park, but she would like to see alternatives available while the park is being renovated. She asked that another park or field be open for off leash dog use. Ms. Maat also expressed concern about large trees too close to the new wall, the fact that new grass will not grow in very fast and that dogs will chew on any wooden fencing.

Aaron Meyers of Camarillo stated that he was upset with construction plans of the Springville Dog Park and that the sense of community should not be underestimated. He stated that the Mission Oaks Dog Park and the Camarillo Grove Dog Park are substandard in comparison and that users will need access to Springville. Mr. Meyers requested that the park renovation be delayed until after the December holiday, that the District respond to the community's concerns and that there be weekly updates once the work begins.

Jonny Krup of Oxnard stated that he uses Springville Dog Park every day with his two greyhounds. The muddy areas of the park are terrible and need to be addressed. Mr. Krup presented staff with a check for \$500 to be used for improvements to the park.

Carol Woolley stated her concern regarding the amount of shade the proposed seating areas would provide at the Springville Dog Park. The new structures by the north wall would need to be reconsidered because the area faces the sun. The large trees in the park provide shade and Ms. Woolley suggested additional seating there.

Jacqueline Popok of Camarillo stated that the changes at the Springville Dog Park will be great, but she was confused about the lack of communication from the District. Ms. Popok did not see a need for the DG walkway and was also concerned about the environmental impact and the geology report. She would like to understand exactly what is being done and also have a temporary fence put up for the users.

Cheryl Marks with FCDP stated that several people already walk the perimeter of the Springville Dog Park which is why the DG path was planned. Ms. Marks suggested that the parking fees at the Camarillo Grove Park be suspended during the renovation period to encourage more people to use the park as an alternative. Also, Ms. Marks suggested that the grass area by the parking lot and the fence at Springville be used for on leash only during the actual closure period

Additional Board discussion included: waiving the parking fees at Camarillo Grove Park during November, a temporary fence at Mission Oaks Park or in some other park as an alternative during the renovation period, additional seating under the large trees at Springville, retention of the iron bar fence even though the berm seems to get muddy, the break-down of brick dust and the need to trench the entire area at one time.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve and authorize the General Manager to enter into an agreement with Rolling Stone to construct the retaining wall at Springville Dog Park in the amount of \$19,875.

**Motion to
Approve Wall
Construction
at Springville**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

B. Consideration and Approval of the Plans and Specifications for the Freedom Park Renovation Project and Authorization to Initiate the Public Bid Process

General Manager Mary Otten presented phase two of the overall master plan approved and adopted in May 2009. With recent facility changes within PVSD, sports fields on Temple Avenue are not as accessible as they have been and the need to have additional designated ballfields at Freedom Park has increased. Ms. Otten introduced Jay Bain, an architect for the Freedom Park project who was available for questions. Phase two incorporates the addition of a new Mustang field and a new Pinto field to the west end of Freedom Park.

Board discussion included: concrete sidewalk on west side of Freedom Park, accessibility for mobility impaired, revamp of plans to take advantage of shared electrical for lighted fields, minimizing downtime due to irrigation renovations, 40 foot pitching mounds for Pinto fields, fencing between fields, use of Musco lighting fixtures and poles in addition to new poles for safe lighting, foul balls along Freedom Park Drive, use of District owned Freedom Park Drive and liability issues, bio swale issues on southwest corner of Freedom fields, restriction of hours and usage of ballfields on Temple Avenue, potential increase in usage of the Temple Avenue fields by the school district, need to check on water usage and payments with the District's decreasing usage; loss of Shetland fields for about 22 teams in the Camarillo Pony Baseball Association (CPBA) and potential loss of Pinto fields; discussion with other user groups of Freedom West that may be displaced by the new fields at Freedom Park, minimum number of options for lighted fields in Camarillo, question on the imminent need for the fields to be built at Freedom West, interest of Miracle League in building a custom designed all access baseball field at Temple Avenue

adjacent to Pleasant Valley School of Engineering and Arts, suggestion of a delay in building the Freedom fields until the school district has formalized their field usage at Temple Avenue, the loss of CPBA players if younger player levels are jeopardized, possible use of east fields at Freedom Park, need for infrastructure and parking lot attention at Freedom East, and fencing questions.

Bryan Monka of Camarillo stated that he runs Monka Soccer Academy which utilizes the lighted fields at Freedom Park from September through March. He stated that the additional baseball fields at Freedom West will impact the soccer organization's usage because there are limited areas with lights. Mr. Monka wanted to know what the plans would be for the user groups such as his group that have been utilizing Freedom West for the past several years.

Bob Aaron of Camarillo asked who uses the sports fields since they should be for the people of the community according to the District's website. Mr. Aaron stated that some user groups have over 50% of their players that live outside of Camarillo. Mr. Aaron asked for some board members to recuse themselves when considerations are being made regarding groups with which they are still involved. He stated that the District does a lousy job in serving the public community of almost 70,000 people and asked for the Board to look at everyone's needs.

Board discussion included: the need to remove a permanent outside fence from the bid specifications to make more green space available to user groups, the fact that there is more housing going in with limited yards and the scarcity of lighted fields.

The Board recessed at 8:39 p.m. for 15 minutes.

Board discussion resumed and included: the possible increased use and expense of Freedom Park Drive, possibly adding temporary lights at Freedom East for night practices, expense of a new switchboard on the east end, need to do a better job in providing alternative locations for displaced user groups, need to spend money now and provide adequate facilities for baseball rather than wait until the fields are taken back by the school district, school district's decision to place a fence up on fields adjacent to Valle Lindo Park, and the threat of losing Freedom Gymnasium by the Oxnard High School District.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the plans and specifications for the Freedom Park renovation project and authorize staff to initiate the public bidding process with a change to have the outfield perimeter fences be removed from the specifications and added as a bid alternate.

**Motion to
Approve Freedom
Park Field Plans**

Voting was as follows:

Ayes: Magner, Mishler, Kelley, Chairman Malloy

Noes: Dixon

Absent:

Carried

Motion: Carried

C. Consideration and Authorization for the General Manager to Purchase and have Installed the Replacement Pool Slide Components from Natural Structures

This item was removed from the agenda.

D. Consideration and Approval of the Pleasant Valley Aquatic Center Pool Shell Resurfacing Request for Proposal

Park Supervisor Matthew Parker presented a request for proposals for the resurfacing of the Aquatic Center pool shell. Board discussion included: merits of fiberglass over standard plaster, Ventura County Environmental Health inspection reports of code violations, 4 to 5-week period required for work, comparable fiberglass pool reviews, easier maintenance with fiberglass, and drainage of pool water.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the request for proposal and technical specifications for the Pleasant Valley Aquatic Center pool shell resurfacing with fiberglass and authorize staff to initiate the bid process.

**Motion to Approve
RFP and Bid Specs
For Pool Shell
Resurfacing**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

E. Consideration and Adoption of Resolution No. 599 Nominating a Board Member the Local Agency Formation Commission Special District Representative of Alternate Representative Seat

Administrative Analyst Anthony Miller presented a letter from Ventura LAFCo requesting nominations for a special district member and an alternate special district member for the term of January 1, 2018 through January 1, 2023. Director Magner stated that Elaine Freeman, the current special district representative is interested in running again and that she has a strong background in land use. Director Dixon stated that he would be interested in running for the alternate position.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to adopt Resolution No. 599 to nominate a Director Neal Dixon for the alternate special district seat on the Ventura County Local Agency Formation Commission (LAFCo).

**Motion to Approve
Reso. No. 599 for
LAFCo Alternate
Member**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

9. INFORMATIONAL ITEMS

- A. Chairman Malloy – Chairman Malloy thanked staff for all of their work with the free July events which promoted PVRPD’s presence to the community. Mr. Malloy stated that he was honored at the August 18 Annual Don and Doña Presentation Barbeque put on by the Pleasant Valley Historical Society.
- B. Ventura County Special District Association/California Special District Association – Director Magner stated that the August VCSDA meeting was held at Rancho Simi Recreation and Park District’s new headquarters in a facility with over 87 thousand square feet. The next meeting will be held Oct 2nd. CSDA – Director Magner stated that the introduced bills are now on the governor’s desk and that the “Take Action Briefs” are an excellent way to keep tabs on what is happening at the state level. CSDA is promoting a video campaign with scholarships for high school students called “Districts Make the Difference” and is encouraging special districts to promote the contest on their websites.
- C. Santa Monica Mountains Conservancy – Director Mishler stated that the next meeting is September 24.
- D. Standing Committees – Finance – Chairman Malloy stated that the full year of the FY 2017-18 stayed under budget in expenses and over budget in revenue. Liaison – Director Dixon stated that the committee met in July and August and is interested in moving forward with the selection of an architect and looking at the financial analysis to raise funds for recreation center project. Personnel – Director Magner stated they had an earlier closed session. Policy – Director Mishler said that they were working variable options for exploring relationships between the District and various community service groups.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Magner mentioned that there were over 146 tickets sold for the recent Party at the Parks event at Camarillo Grove Park. Caught Red Handed was the entertainment and Ms. Magner thanked the Lambs for barbecuing for the event. October 18th is the next fundraiser at “Painting with a Twist” and on December 8th, the Foundation will be holding an Ugly Sweater 5K and a Donut Dash.
- F. General Manager’s Report – General Manager Otten reported that a concrete slab has poured at Arneill Ranch Park and staff will be adding another barbecue grill and additional trees. Grid pruning is taking place at some parks like Lokker Park and Valle Lindo. There will be the District’s annual audit held at the end of October and the California Association of Recreation and Park Districts (CARPD) organization is busy supporting new bills moving forward but there is concern with sidewalk vendors which may be hard to regulate unless there is a health or safety issue (SB946).

10. ORAL COMMUNICATIONS

Director Dixon stated that the Foundation’s recent Party at the Parks was fantastic and he thanked all the Foundation Board members and staff who worked on it. Director Kelley stated that he had a great time at the party and that his wife Kathleen was interested in helping out with the Foundation. Director Mishler stated that the Western Nationals softball tournaments were handled very well by staff and mentioned that the first meeting of the Ventura County Consolidated Oversight Board to which he was elected will be held on September 26.

11. ADJOURNMENT

Chairman Malloy adjourned the meeting at 9:56 p.m.

Respectfully submitted,

**Karen Roberts
Recording Secretary**

Approval,

**Mark Malloy
Chairman**

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
September 12, 2018**

1. CALL TO ORDER

Call to Order

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:45 p.m. by Chairman Malloy.

2. PLEDGE of ALLEGIANCE

3. ROLL CALL

Roll Call

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

Absent:

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Recreation Services Manager Eric Storrie, Human Resources Specialist Kathryn Drewry and Colin Tanner.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. CLOSED SESSION

A. Conference with Labor Negotiators - The Board will conduct a closed session, pursuant to Govt. Code Section 54957.6, with the District's negotiators - Mary Otten, Kathryn Drewry, Eric Storrie and Board Counsel regarding labor negotiations with the employee organization, SEIU Local 721.

7. RECONVENE INTO OPEN SESSION [Govt. Code Section 54957.7]

Disclosure of actions taken in closed session, as applicable. [Govt. Code Section 54957.1]
No actions taken.

8. ORAL COMMUNICATIONS

None.

9. ADJOURNMENT

Chairman Malloy adjourned the meeting at 8:08 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Mark Malloy
Chairman**

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
September 19, 2018**

1. CALL TO ORDER

Call to Order

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

2. PLEDGE of ALLEGIANCE

3. ROLL CALL

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

Roll Call

Absent:

Also present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Recreation Services Manager Eric Storrie, Park Services Manager Bob Cerasuolo, Administrative Analyst and Clerk of the Board Anthony Miller, Customer Service Lead and Recording Board Secretary Karen Roberts, Administrative Analyst Megan Hamlin, Recreation Supervisors Jane Raab and Lanny Binney, Dave Norman, Joe Vacca, Dave Klotzle, Art Roberts, and Marty Lince.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

Chairman Malloy accepted one speaker card from Clerk of the Board Anthony Miller. Marty Lince of Camarillo stated that progress has been made with the City of Camarillo and the District working together on a new senior/recreation facility. He reminded everyone of the petition that was signed by over 300 seniors two years ago which requested the cooperation of the two entities for a new senior facility. Mr. Lince does not want the District to lose sight of the original intent and that simply adding two rooms to the senior center is not something with which the community can take pride.

6. NEW ITEMS-DISCUSSION/ACTION

A. Next Steps for Senior and Community Recreation Center Facility

General Manager Mary Otten introduced Camarillo City Manager Dave Norman who described the City's next steps which are to take formal action at the next City Council meeting on September 26 regarding the selection of the Plan 2 concept and financial support. Mr. Norman reported that the ad hoc committee is recommending entering into a cooperative agreement to work towards hiring a California based architect, the refinement of the Plan 2 concept and tightening up the cost estimates. Joe Vacca, the City's Director of Community Development went through the project's needed steps which included a 1) cooperative agreement, 2) RFP for an architect, 3) refinement of Plan 2 concept to include 3-4 design alternatives, 4) refinement of more accurate cost estimates and confirmation of budget availability, 5) RFP for construction drawings and plans and 6) out to bid to start the capital improvement project.

Discussion included: maintaining focus with a large project, challenges of the term “repurposing”, consideration of renovation costs with new costs, need to concentrate on space and programming; importance of including a senior center, gymnasium, activity space, special event and multi-purpose spacing; grants based on programming, need for tighter cost estimates, and the need for continued communication from the ad hoc liaison committee.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve the General Manager to enter into a cooperative agreement between the District and the City of Camarillo.

Motion to Approve CoOp With City

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

B. Consideration and Adoption of Resolution No. 600, an Application for the Major League Baseball (MLB) Grant

Administrative Analyst Anthony Miller presented the District’s opportunity to apply for grant funding through Major League Baseball’s “Baseball Tomorrow Fund” to assist with the construction and purchase of pitching mounds, bleachers, home plates and bases. Discussion included: qualifications of what may or may not be allowed to be funded by grant, size of bleachers, a 2 year cooling off period before additional requests can be made if initially awarded grant, need for storage at the ball fields, input from CPBA on necessary items and coordination with the Freedom Park project bids.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to adopt Resolution No. 600, an application to the Baseball Tomorrow Fund for grant funding to assist with the construction and purchase of pitching mounds, bleachers, bases and anything else that may be covered by the grant.

Motion to Adopt Reso 600 MLB Grant Funding

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

7. ORAL COMMUNICATIONS

Director Dixon invited the community to St. John’s Pleasant Valley Hospital this Saturday in Camarillo for their grand re-opening event with free health screenings, hospital tours, food and educational booths from 11 am to 2 pm. Director Kelley reported that his next door neighbor, Cole Tracy who is an ex Eagles soccer player, made Louisiana State University (LSU) history by kicking a 42 yard field goal which won the football game for LSU against rival Auburn University last week. Mr. Kelley reminded people to keep working hard and that somehow things have a way of working out.

Director Malloy reported that he will be attending the Association of Water Agencies Ventura County annual meeting at the Ronald Reagan Library on September 20 and the State Water Project/Bay Delta water tour next week. Director Magner will also be attending the water agencies meeting and the CSDA annual conference in Indian Wells next week. Ms. Magner stated that she is running for the CSDA executive board and that Kara Ralston of the Camarillo Health Care District will be receiving an award for Manager of the Year at the CSDA conference. Ms. Magner thanked the *Acorn* for including a press release on CSDA's scholarship contest. Director Mishler stated that he will be attending a Santa Monica Mountains Conservancy meeting and the first meeting of the newly formed Ventura County Consolidated Oversight Board next week.

8. ADJOURNMENT

Chairman Malloy adjourned the meeting at 7:21 p.m.

Respectfully submitted,

Karen Roberts
Recording Secretary

Approval,

Mark Malloy
Chairman

Pleasant Valley Recreation and Park District
Finance Report
August 2018

	Date	Amount	
Accounts Payables:	8/2/2018	\$ 113,957.80	Accounts Payable
	8/13/2018	\$ 46,164.16	Accounts Payable
	8/16/2018	\$ 158,318.31	Accounts Payable
	8/30/2018	\$ 78,631.76	Accounts Payable
	Total	\$ 397,072.03	
Payroll (Total Cost):	8/9/2018	\$ 161,295.17	Payroll
	8/23/2018	\$ 165,265.32	Payroll
	Total	\$ 326,560.49	
Outgoing:Online Payments	8/1/2018	\$ 562.95	VSP
	8/1/2018	\$ 2,462.01	Guardian
	8/1/2018	\$ 1,737.43	The Hartford
	8/1/2018	\$ 28,546.76	CALPERS Health Insurance
	8/1/2018	\$ 1,243.63	CALPERS Health Insurance
	8/2/2018	\$ 1,442.46	Southern CA Edison
	8/2/2018	\$ 87.29	Southern CA Gas Co.
	8/2/2018	\$ 43.14	Southern CA Edison
	8/8/2018	\$ 62.85	Culligan
	8/9/2018	\$ 14,730.62	CALPERS- PR 8/9/18
	8/10/2018	\$ 10,669.94	Southern CA Edison
	8/13/2018	\$ 1,094.00	EDD- SUI Charges
	8/14/2018	\$ 1,511.00	Home Depot
	8/17/2018	\$ 2,250.88	Southern CA Edison
	8/17/2018	\$ 40.55	Culligan
	8/22/2018	\$ 1,050.00	CALPERS- GASB 68 Reporting Service
	8/23/2018	\$ 14,319.91	CALPERS- PR 8/23/2018
	8/24/2018	\$ 84.64	Southern CA Gas Co.
	8/24/2018	\$ 8,410.72	Southern CA Edison
	8/24/2018	\$ 3,942.46	EJ Harrison- Trash Bill
	8/27/2018	\$ 1,154.95	SoCal. Gas Co.
	8/28/2018	\$ 121.48	Sprint
	Total	\$ 95,569.67	
	Total	\$ 819,202.19	

CASH REPORT

	<u>8/31/2018</u>	<u>8/31/17</u>	
	<u>BALANCE</u>	<u>BALANCE</u>	
Restricted Funds			
Debt Service - Restrictred	\$ 636,529.56	\$ 127,285.59	
457 Pension Trust Restricted	\$ 70,058.43	\$ 74,283.49	
Quimby Fee - Restricted	\$ 307,637.77	\$ 173,495.54	
Multi-Bank Securities Restricted	\$ 644,727.82	\$ 1,156,348.27	
Ventura County Pool - Restricted	\$ 5,056,897.54	\$ 4,531,230.45	
FCDP Checking	\$ 29,730.35	\$ 27,839.23	
Total	\$ 6,745,581.47	\$ 6,090,482.57	
Semi-Restricted Funds			
Assessment	\$ 78,264.53	\$ 279,900.19	
Capital Improvement	\$ 29,257.50	\$ 1,913,180.03	
LAIF Capital	\$ 2,094,955.79	\$ 4,928.89	
Total	\$ 2,202,477.82	\$ 2,198,009.11	
Unrestricted Funds			
Contingency	\$ 750,294.74	\$ 803,327.30	
Ventura County Pool-Unrestricted	\$ 735,934.87	\$ 609,342.61	
General Fund Checking	\$ 249,070.72	\$ 350,610.27	
Total	\$ 1,735,300.33	\$ 1,763,280.18	
Total of all Funds	\$ 10,683,359.62	\$ 10,051,771.86	\$ 631,587.76

	<u>9/11/2018</u>	<u>9/30/17</u>	
	<u>BALANCE</u>	<u>BALANCE</u>	
Restricted Funds			
Debt Service - Restrictred	\$ 636,529.56	\$ 127,311.74	
457 Pension Trust Restricted	\$ 70,058.43	\$ 74,298.75	
Quimby Fee - Restricted	\$ 311,601.11	\$ 179,677.45	
Multi-Bank Securities Restricted	\$ 660,764.48	\$ 1,160,909.74	
Ventura County Pool - Restricted	\$ 5,056,897.54	\$ 4,531,230.45	
FCDP Checking	\$ 29,730.35	\$ 27,839.23	
Total	\$ 6,765,581.47	\$ 6,101,267.36	
Semi-Restricted Funds			
Assessment	\$ 77,260.73	\$ 208,408.26	
Capital Improvement	\$ 29,257.50	\$ 1,751,558.24	
LAIF Capital	\$ 2,094,955.79	\$ 4,928.89	
Total	\$ 2,201,474.02	\$ 1,964,895.39	
Unrestricted Funds			
Contingency	\$ 750,292.74	\$ 827,245.14	
Ventura County Pool-Unrestricted	\$ 535,834.87	\$ 309,342.61	
General Fund Checking	\$ 341,791.88	\$ 459,237.62	
Total	\$ 1,627,919.49	\$ 1,595,825.37	
Total of all Funds	\$ 10,594,974.98	\$ 9,661,988.12	\$ 932,986.86

**Comparison Between Multi-Bank Securities (MBS)
Ventura County Pool
and
Local Agency Investment Fund (LAIF)**

US Treasury Type	December 27 2017	January 11 2018	February 15 2018	March 15 2018	April 7 2018	May 10 2018	June 6 2018	July 11 2018	Aug 9 2018
US 3 Month	1.427%	1.393%	1.558%	1.728%	1.694%	1.842%	1.900%	1.922%	2.003%
US 6 Month	1.488%	1.540%	1.775%	1.893%	1.860%	2.000%	2.067%	2.085%	2.173%
US 1 Year	1.670%	1.715%	1.920%	1.988%	1.954%	2.175%	2.223%	2.260%	2.343%
US 2 Year	1.891%	1.973%	2.176%	2.287%	2.266%	2.526%	2.520%	2.582%	2.649%
US 3 Year	2.000%	2.074%	2.391%	2.425%	2.397%	2.667%	2.650%	2.672%	2.728%
US 5 Year	2.215%	2.329%	2.630%	2.627%	2.584%	2.526%	2.809%	2.752%	2.811%
	Sept 11 2018								
US 3 Month	2.095%								
US 6 Month	2.255%								
US 1 Year	2.435%								
US 2 Year	2.744%								
US 3 Year	2.820%								
US 5 Year	2.869%								

**Comparison Between Multi-Bank Securities (MBS)
Ventura County Pool
and
Local Agency Investment Fund (LAIF)**

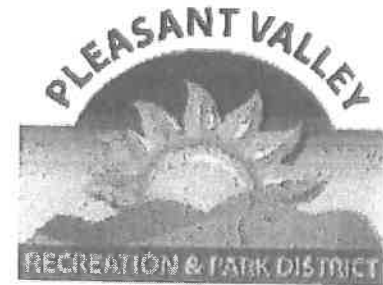
Investment Name	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	Aug 2018
Ventura County Pool	1.345%	1.42%	1.552%	1.611%	1.781%	1.857%	1.963%	2.072%	2.136%
Local Agency Investment Fund (LAIF)	1.239%	1.350%	1.412%	1.524%	1.661%	1.755%	1.854%	1.944%	1.998%

- Rates are determined at the end of the month

Bank Reconciliation

Board Audit

User: fsantos
 Print: 09/13/2018 - 10:21AM
 Date Range: 09/13/2018 - 09/13/2018
 Systems: (All)



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
22105	ASSISTED HOME HOSPICE	ASSISTED HOME HOSPICE: PERM	09/13/2018	50.00
22106	AYSO AREA 10W	AYSO: PERMIT REFUND	09/13/2018	300.00
22125	FILIPINO-AMERICAN ASSOC. OF (FILIPINO AMERICAN ASSOC.:PER	09/13/2018	50.00
22129	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 08/2018 INSUR	09/13/2018	3,267.00
22133	KNIGHTS OF COLUMBUS OXNAR	KNIGHTS OF COLUMBUS: PERMI	09/13/2018	200.00
22136	TAMMY MALLARI	T.MALLARI: PERMIT REFUND	09/13/2018	50.00
22142	OSCAR PALAFOX	O.PALAFOX: PERMIT REFUND	09/13/2018	300.00
22144	PLEASANT VALLEY HISTORICAL	PLEASANT VALLEY HISTORICAL	09/13/2018	300.00
22154	US BANK	US BANK: CALCARD STATEMENT	09/13/2018	14,662.59
22155	VENTURA CO RESOURCE CONSEI	VENTURA CO. RESERVATION CO	09/13/2018	50.00

Total for Department: 00 Non Departmentalized 19,229.59

Department: 03 Recreation

22100	MARTHA ADAMS	M.ADAMS: CLASS CANCELLATIO	09/13/2018	88.00
22101	ADM GROUP INC.	ADM GROUP: INSTRUCTOR FEES.	09/13/2018	817.60
22102	ALL GOOD DRIVING SCHOOL, INC	ALL GOOD DRIVING SCHOOL: IN	09/13/2018	30.00
22103	AMERICAN RED CROSS	AMERICAN RED CROSS: ADULT &	09/13/2018	151.00
22104	BINGO BUGLE-SANTA BARBARA	BINGO BUGLE: JULY PROGRAM I	09/13/2018	35.00
22111	BINGO WEST #4	BINGO WEST#4: BINGO SUPPLIES	09/13/2018	132.13
22112	LANNY BINNEY	L.BINNEY: 8/2018 MILEAGE REIM	09/13/2018	83.39
22117	WENDY CASTELLANOS-WOLF	W.CASTELLANO-WOLF: INSTRUC	09/13/2018	421.20
22118	LARRY CHAVEZ	L.CHAVEZ: HEAD REFEREE BASK	09/13/2018	100.00
22122	CHERYL DOWNS	C.DOWNS: INSTRUCTOR FEES/CE	09/13/2018	286.65
22123	DURHAM SCHOOL SERVICES	DURHAM SCHOOL SERVICES: CH	09/13/2018	2,481.22
22126	BARBARA G. GAGE	B.GAGE: INSTRUCTOR FEES/ART.	09/13/2018	254.15
22128	CLIFTON G. GORE	C.GORE; INSTRUCTOR FEES/TAIC	09/13/2018	1,521.00
22130	MENDAL HYDE	M.HYDE: INSTRUCTOR FEES/WAI	09/13/2018	85.80
22137	BRYAN MONKA	B.MONKA: INSTRUCTOR FEES/MI	09/13/2018	754.00
22139	DEBORAH NORRIS	D.NORRIS: INSTRUCTOR FEES/PII	09/13/2018	2,015.00
22145	KRISTINE SANDBERG	K. SANDBERG: INSTRUCTOR FEE	09/13/2018	85.80
22149	SUPER SOCCER STARS	SUPER SOCCER STARS: INSTRUC	09/13/2018	1,236.90
22150	PAMELA ANN TAYLOR	P.TAYLOR; INSTRUCTOR FEES/TC	09/13/2018	327.60
22151	CAMILLE TORGESON	C.TORGESON: INSTRUCTOR FEES	09/13/2018	388.05
22157	W & S SERVICES	W&S: SEWER SERVICE/CO-OP BL	09/13/2018	58.61
22159	ANN M. WRIGHT	A.WRIGHT; INSTRUCTOR FEES/L	09/13/2018	487.50

Total for Department: 03 Recreation 11,840.60

Department: 04 Parks

22104	ANGEL'S SMOG CHECK TEST ONI	ANGEL'S SMOG CHECK: SMOG TI	09/13/2018	125.25
22107	B & B DO IT CENTER	B&B: GORILLA TAPE & KELLOG	09/13/2018	578.82
22108	BATTERIES PLUS BULBS 320	BATTERIES + BULBS; VEHICLE B.	09/13/2018	146.60
22114	CAMARILLO FEED STORE	CAMARILLO FEED STORE: STRAV	09/13/2018	25.74
22115	CAMARILLO PLUMBING & PAINT	CAMARILLO PLUMBING & PAINT	09/13/2018	33.07
22116	CAMARILLO TOWING INC.	CAMARILLO TOWING: TOWING S	09/13/2018	160.00
22117	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/C	09/13/2018	13,342.23
22121	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER: W/	09/13/2018	54.00
22124	FENCE FACTORY RENTALS - VEN	FENCE FACTORY RENTALS: TEMI	09/13/2018	106.92

Check No.	Vendor/Employee	Transaction Description	Date	Amount
22129	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 08/2018 INSUR	09/13/2018	-145.84
22131	INNOVATIVE PLAYGROUNDS CO.	INNOVATIVE PLAYGROUNDS: BU	09/13/2018	1,166.01
22132	KASTLE KARE	KASTLE KARE: PEST CONTROL-S	09/13/2018	250.00
22134	LINCOLN AQUATICS	LINCOLN AQUATICS: BLUE/WHIT	09/13/2018	129.32
22134	M & B SERVICES INC.	M & B: UNPLUGGED DRINKING F	09/13/2018	127.50
22140	O. K. RADIATOR	A.K. RADIATOR: VEHICLE#27 AC	09/13/2018	495.61
22141	PACIFIC ROCK, INC.	PACIFIC ROCK: 3/4 REGULAR CRI	09/13/2018	131.05
22143	PEACH HILL SOILS INC.	PEACH HILL SOIL: 2 CY SOIL MIX	09/13/2018	69.71
22148	SITEONE LANDSCAPE SUPPLY LL	SITEONE L/S SUPPLY: IRRIGATIO	09/13/2018	197.97
22153	U-RENT INC.	URENT: EQUIP. RENTAL FOR EAC	09/13/2018	364.18
22156	VISTA FORD OF OXNARD	VISTA FORD: VEHICLE REPAIR/VI	09/13/2018	1,083.95
22157	W & S SERVICES	W&S: SEWER SERVICE/FREEDOM	09/13/2018	424.10
22158	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST; CHIPPE	09/13/2018	562.50
22160	CITY OF CAMARILLO	CITY OF CAM; WATER SERVICE/S	09/13/2018	29,656.54
Total for Department: 04 Parks				49,085.23
Department: 05 Administration				
22109	BAY ALARM	BAY ALARM: CLOSED CIRCUIT T	09/13/2018	465.33
22120	CITY OF CAMARILLO- CASHIER	CITY OF CAMARILLO: TV CAMEF	09/13/2018	113.65
22147	SHELDON NETWORKS INC.	SHELDON NETWORKS: 8/2018 CO	09/13/2018	1,100.00
22152	TOTAL FUNDS	TOTAL FUNDS: POSTAGE	09/13/2018	500.00
22161	KONICA MINOLTA	KONICA MINOLTA: COPIER MAIN	09/13/2018	869.24
Total for Department: 05 Administration				3,048.22
Total for Fund: 10 General Fund				83,203.64

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
22113	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW: 8/2018 L/S SERVICE	09/13/2018	23,950.00
22146	NATURAL GREEN LANDSACAPES	NATURAL GREEN L/S INC.; 8/2018	09/13/2018	15,513.83
22158	SCI CONSULTING GROUP	SCI CONSULTING; ASSESMENT A	09/13/2018	9,776.34
	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST; 8/2018 S	09/13/2018	18,750.00
Total for Department: 00 Non Departmentalized				67,990.17
Total for Fund:20 Assessment Fund				67,990.17

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
22177	CODY BLAKE GILMER	ROLLING STONE MASONRY: CON	09/13/2018	9,450.00
Total for Department: 00				9,450.00
Total for Fund:30 Park Dedication Fund				9,450.00

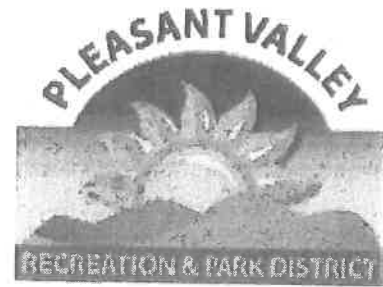
Grand Total

160,643.81

Bank Reconciliation

Board Audit

User: fsantos
 Date: 09/26/2018 - 11:38AM
 Range: 09/24/2018 - 09/27/2018
 Systems: (All)



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
22176	ERIN ALBRIGHT	E. ALBRIGHT: PERMIT REFUND	09/27/2018	50.00
22180	KATHY BARNETT	K.BARNETT: PERMIT REFUND	09/27/2018	200.00
22187	COMMUNITY OPTIONS INC.	COMMUNITY OPTIONS: PERMIT I	09/27/2018	50.00
22206	MARIARITA PEBENITO	M.PEBENITO: PERMIT REFUND	09/27/2018	100.00
22211	JEFFLYN SPAHR	J.SPAHR: PERMIT REFUND	09/27/2018	100.00
22216	LAURA VASQUEZ	L.VASQUEZ: PERMIT REFUND	09/27/2018	50.00
22217	VENTURA COUNTY FIRE DEPART	VENTURA COUNTY FIRE DEPT.: F	09/27/2018	150.00
Total for Department: 00 Non Departmentalized				700.00
Department: 03 Recreation				
22168	CITY OF CAMARILLO- CASHIER	CITY OF CAMARILLO: BINGO LIC	09/24/2018	50.00
22170	J. THAYER COMPANY	J.THAYER: PENTEL ENERGEL	09/24/2018	63.63
22173	RONDA WERNER	THE FINISH LINE: HOODED SWEA	09/24/2018	2,849.72
22179	PAMELA BALLARD	P.BALLARD: REFUND FOR WATEI	09/27/2018	9.00
22181	BINGO WEST #4	BINGO WEST#4: BINGO SUPPLIES	09/27/2018	480.64
22189	CPRS DISTRICT 8	CPRS DIST. 9; REG. FEE- FALL FOI	09/27/2018	270.00
22190	BRIAN DELAHOYDE	B.DELAHOYDE: UNPAID FORFEIT	09/27/2018	30.00
22197	JENNIFER ERSONMEZ	J.ERSONMEZ: INSTRUCTOR FEES	09/27/2018	18.85
22199	KESIA GOMEZ	K.GOMEZ: INSTRUCTOR FEES/ZU	09/27/2018	249.60
22201	DEBRA GREENWOOD	D.GREENWOOD: INSTRUCTOR FE	09/27/2018	40.52
22202	MENDAL HYDE	M,HYDE: INSTRUCTOR FEES/WAI	09/27/2018	202.58
22202	ALISON LITTLE	A.LITTLE: INSTRUCTOR FEES/SP/	09/27/2018	56.00
22212	DAN SVIKHART	D.SVIKHART: UNPAID FORFEIT	09/27/2018	30.00
22220	LARS YAHR	L.YAHR: INSTRUCTOR FEES/OUT	09/27/2018	1,225.25
22221	YMCA- 3111 VILLAGE	YMCA: REIMB. FOR BARRICADE:	09/27/2018	84.00
22222	DUNCAN YOUNG	D.YOUNG: INSTRUCTOR FEES/GY	09/27/2018	585.00
Total for Department: 03 Recreation				6,244.79
Department: 04 Parks				
22166	ASTRA INDUSTRIAL SERVICES IN	ASTRA: 2" 765 PVB W/BALL VALV	09/24/2018	392.54
22167	CAMROSA WATER DISTRICT	CAMROSA: WATER SERVICE/WOC	09/24/2018	20,306.06
22169	DAVE BANG ASSOCIATES INC.	DAVE BANG & ASSOC.: PG EQUIP	09/24/2018	3,400.67
22170	J. THAYER COMPANY	J.THAYER:DESK /WALL CALEND/	09/24/2018	305.15
22171	TAFT ELECTRIC	TAFT ELECTRIC: REMOVE BROKJ	09/24/2018	463.25
22172	TURF STAR INC.	TURF STAR: CLEVIS ADJUSTMEN	09/24/2018	253.24
22177	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RCVY:8/2	09/27/2018	947.39
22178	B & B DO IT CENTER	B&B: 8" 100PC BLK CABLE TIE/SP	09/27/2018	228.87
22182	CAMARILLO PLUMBING & PAINT	CAMARILLO PLUMBING & PAINT	09/27/2018	6.12
22183	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/ I	09/27/2018	16,728.18
22185	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: GREEN WASTI	09/27/2018	99.84
22186	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: IRRIGATION SU	09/27/2018	817.11
22188	COUNTY OF VENTURA	COUNTY OF VENTURA: 07/2018 C	09/27/2018	300.00
22191	DIAL SECURITY	DIAL SECURITY: SECURITY SERV	09/27/2018	450.00
22192	EMPIRE CLEANING SUPPLY	EMPIRE:FLOOR MACHINE REPAI	09/27/2018	317.59
22193	FALCON ROOFING COMPANY	FALCON ROOFING: REPLACE CR.	09/27/2018	15,613.00
22195	FENCE FACTORY RENTALS - VEN	FENCE FACTORY: HOG RINGS AN	09/27/2018	450.37
22196	FERGUSON ENTERPRISES INC. #1	FERGUSON ENTERPRISES: CCY L	09/27/2018	99.30

Check No.	Vendor/Employee	Transaction Description	Date	Amount
22200	HARBOR FREIGHT TOOLS	HARBOR FREIGHT TOOLS: CODE	09/27/2018	214.49
22203	M & B SERVICES INC.	M&B SERVICES: REPLACEMENT	09/27/2018	3,898.00
22205	PAVEMENT COATINGS COMPANY	PAVEMENT COATING CO.; ASPHA	09/27/2018	4,999.36
22207	PHOENIX GROUP INFORMATION	PHOENIX INFO SYSTEM: PCSC FC	09/27/2018	104.58
	RICHCO	RICHCO:REM. TOILET & SNAKE S	09/27/2018	575.00
22209	SAM RIOS	S. RIOS: BOOTS REIMBURSEMEN	09/27/2018	150.00
22213	THOMPSON BUILDING MATERIAL	THOMPSON BLDG. MAT.: BLEND/	09/27/2018	140.35
22215	UNITED SITE SERVICES OF CA IN	UNITED SITE SVCS:PORTABLE RE	09/27/2018	211.54
22218	VISTA FORD OF OXNARD	VISTA FORD: VEHICLE #27 REPAI	09/27/2018	842.13
22219	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: CREW F	09/27/2018	225.00
Total for Department: 04 Parks				72,539.13
Department: 05 Administration				
22165	ALLCONNECTED, INC.	ALLCONNECTED:9/2018 COMP. N	09/24/2018	881.00
22170	J. THAYER COMPANY	J.THAYER: BANKER BOX FOR BIT	09/24/2018	204.79
22175	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM: 9/2018 IN	09/27/2018	1,594.87
22184	CITY OF CAMARILLO- CASHIER	CITY OF CAMARILLO- USE OF CF	09/27/2018	417.51
22198	GRANICUS, INC	GRANICUS: CIVICA SELF HOSTIN	09/27/2018	2,400.00
22204	MAILFINANCE	MAILFINANCE: PROPERTY TAX R	09/27/2018	334.72
22210	SHELDON NETWORKS INC.	SHELDON NETWORKS: 09/2018 C	09/27/2018	1,100.00
22214	UNION BANK TRUST DEPARTMEN	UNION BANK:ADMINISTRATION	09/27/2018	504.32
Total for Department: 05 Administration				7,437.21
Total for Fund:10 General Fund				86,921.13

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
22,174	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST:GRID PR	09/24/2018	13,725.00
Total for Department: 00 Non Departmentalized				13,725.00
Total for Fund:20 Assessment Fund				13,725.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
-----------	-----------------	-------------------------	------	--------

Grand Total

100,646.13

**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: October 3, 2018

SUBJECT: FINANCE REPORT AUGUST 2018

RECOMMENDATION

It is recommended the Board review and approve the District's Financial Statements for August 31, 2018 for Fund 10, Fund 20 and Fund 30.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH AUGUST 31, 2018

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2018 through August 31, 2018 with a year-to-date comparison for the period of July 1, 2017 through August 31, 2017. The percentage rate used for the 2018-2019 fiscal year budget is 16% for Period 2 of the fiscal year.

REVENUES

Total revenue for the 2nd month ending August 31, 2018 for Fund 10 (General Fund) has an overall decrease of \$133,783. The majority of the decrease is due to the following items: 1) ROPS Reimbursement (\$108,347) and 2) Donations (\$41,555) with an increase in 3) Public Fees (\$21,733).

Total revenue for the 2nd month ending August 31, 2018 for Fund 20 (Assessment District) is at 0.0% of budget. The first installment of tax apportionment for fiscal year 2018-2019 will arrive around December 28, 2018. At that time the Assessment District will receive approximately 60% of their budgeted tax apportionment. Until then the finance reports will reflect minimal activity in the revenue section of the report.

Fund 30 (Park Dedication Fee) is at 0.0% in both revenue and expenses. Fund 30 does not have budgeted revenue as the revenue is dependent upon development occurring within the City of Camarillo. There is \$895,600 budgeted in Capital expense for fiscal year 2018-2019 and as the year progresses, the monthly financial report will reflect the spending/activity on the capital improvement projects (CIP) budgeted in Fund 30.

EXPENDITURES

Personnel Expenditures have increased by \$89,876 for FY 2018-2019 in comparison to personnel expense for the same time period as last year. Most of the increases are due to 1)

PERS Unfunded Liability (\$54,216) which was paid in full for the fiscal year, 2) Loan Pension Obligation (\$13,591) and 3) Part-Time Salaries (\$10,909).

Service and Supply Expenditures for Fund 10 have increased \$69,018 in comparison to the same time period as last year. This increase is primarily due to the following items: 1) Water Usage (\$18,876) and increases in various Service and Supplies accounts.

Fund 20 is at 10.53% in Personnel and 7.85% in Service and Supplies. The Assessment District is staying within budget in all categories.

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

Capital projects for fiscal year 2018-2019 are currently underway and there has been minimal expense in the Capital (General Fund) and no expense in the (Quimby) Capital Improvement Projects. The finance reports will reflect more activity as the fiscal year progresses.

FISCAL IMPACT

Overall the District is over the approved budget for Fund 10 by 0.2% primarily due to the lump sum payment for the CalPERS Unfunded Liability. Fund 20 overall is under budget by 8.08%. Staff is constantly reviewing ways to make the District run effectively and efficiently while staying within the approved budget.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for August 31, 2018 for Fund 10, Fund 20 and Fund 30.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of August 31, 2018 Fund 10
(2 pages)
- 2) Financial Statement of Revenue and Expenditures as of August 31, 2018 Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of August 31, 2018 Fund 30
(1 page)

**Statement of Revenues and Expenditures
Fund 10 General Fund
August 2018 16%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Bldg/Field Leases & Rental	7320	\$ -	\$ -	\$ -	\$ 120.00	\$ 120.00	0.00%
Event Supplies	7410	\$ 288.00	\$ 155.32	\$ 288.00	\$ 2,000.00	\$ 1,712.00	14.40%
Supplies	7420	\$ 457.28	\$ 245.70	\$ 457.28	\$ 3,800.00	\$ 3,342.72	12.03%
Binag Supplies	7430	\$ 1,207.53	\$ 1,023.86	\$ 1,558.18	\$ 7,500.00	\$ 5,941.82	20.78%
Sporting Goods	7440	\$ 81.45	\$ 19.30	\$ 213.00	\$ 8,586.00	\$ 8,799.00	2.48%
Arts and Craft Supplies	7450	\$ -	\$ 246.07	\$ -	\$ 1,940.00	\$ 1,940.00	0.00%
Training Supplies	7460	\$ -	\$ -	\$ -	\$ 2,650.00	\$ 2,650.00	0.00%
Camp Supplies	7470	\$ -	\$ 318.50	\$ -	\$ 1,200.00	\$ 1,200.00	0.00%
Small Tools	7500	\$ 329.23	\$ 589.71	\$ 580.37	\$ 6,100.00	\$ 5,519.63	9.51%
Safety Supplies	7510	\$ 410.79	\$ 260.00	\$ 410.79	\$ 4,690.00	\$ 4,279.21	8.76%
Out of Town Travel Board	7610	\$ 90.09	\$ 278.70	\$ 240.09	\$ 12,600.00	\$ 12,359.91	1.91%
Safety Clothing	7620	\$ -	\$ 139.14	\$ 300.00	\$ 6,054.00	\$ 5,754.00	4.96%
Conference&Seminar Staff	7710	\$ 356.65	\$ 6,500.00	\$ 4,031.65	\$ 19,775.00	\$ 15,743.35	20.39%
Conference&Seminar Board	7715	\$ -	\$ 110.00	\$ -	\$ 2,280.00	\$ 2,280.00	0.00%
Conference&Seminar Travel Exp	7720	\$ -	\$ 2,377.92	\$ 1,150.00	\$ 10,143.00	\$ 8,993.00	11.34%
Out of Town Travel Board	7725	\$ -	\$ -	\$ -	\$ 7,085.00	\$ 7,085.00	0.00%
Private Vehicle Mileage	7730	\$ 196.11	\$ 111.83	\$ 242.44	\$ 2,503.00	\$ 2,260.56	9.69%
Transportation Charges	7740	\$ -	\$ -	\$ -	\$ 1,110.00	\$ 1,110.00	0.00%
Buses/Excursions	7750	\$ 1,796.32	\$ 2,518.26	\$ 1,796.32	\$ 23,950.00	\$ 22,153.68	7.50%
Utilities Gas	7810	\$ 1,326.88	\$ 2,076.50	\$ 2,546.83	\$ 27,488.00	\$ 24,941.17	9.27%
Utilities Water	7820	\$ 100,657.99	\$ 81,783.51	\$ 100,657.99	\$ 816,188.00	\$ 715,530.01	12.33%
Utilities Electric	7830	\$ 22,774.00	\$ 11,653.73	\$ 22,774.00	\$ 237,062.00	\$ 214,288.00	9.61%
Airport Assessment Exp	7840	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Awards and Certificates	7910	\$ -	\$ 375.22	\$ 64.33	\$ 16,940.00	\$ 16,875.67	0.38%
Meals for Staff Training	7920	\$ 61.67	\$ 83.61	\$ 61.67	\$ 2,810.00	\$ 2,748.33	2.19%
Employee Morale	7930	\$ -	\$ 10.71	\$ -	\$ 4,250.00	\$ 4,250.00	0.00%
COP Debt PV Fields	7950	\$ -	\$ -	\$ -	\$ 242,435.00	\$ 242,435.00	0.00%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ 1,666.67	\$ 1,666.67	\$ 10,000.00	\$ 8,333.33	16.67%
Reserve Computer Fleet	7971	\$ 416.67	\$ 833.33	\$ 833.33	\$ 5,000.00	\$ 4,166.67	16.67%
Reserve Designated Project	7972	\$ -	\$ 3,333.33	\$ -	\$ -	\$ -	0.00%
Reserve Drv Period	7973	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 90,000.00	\$ 75,000.00	16.67%
Reserve Capital Improvements	7974	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Repair/Oper/Admin	7975	\$ 2,500.00	\$ -	\$ 5,000.00	\$ 30,000.00	\$ 25,000.00	16.67%
Services and Supplies		\$ 292,646.20	\$ 340,429.63	\$ 409,447.59	\$ 3,303,921.00	\$ 2,895,609.41	12.39%
YTD Comparison				\$ 69,017.96			

Capital	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Capital	8400	\$ -	\$ 538.53	\$ -	\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$ -	\$ 26,979.90	\$ -	\$ 7,000.00	\$ 7,000.00	0.00%
Needs Assessment	8422	\$ 1,032.00	\$ -	\$ 1,032.00	\$ -	\$ 1,032.00	0.00%
Hardwalls GM/HR Offices	8425	\$ -	\$ 5,866.41	\$ -	\$ -	\$ -	0.00%
Auditorium Restroom Remodel	8435	\$ -	\$ -	\$ 2,771.41	\$ -	\$ 2,771.41	0.00%
Office Desian/Carpet/Server	8440	\$ -	\$ 6,783.74	\$ -	\$ -	\$ -	0.00%
Pool Plaster/Fiberlass Resurf	8448	\$ -	\$ -	\$ -	\$ 135,000.00	\$ 135,000.00	0.00%
Pool Slide Metal Support	8449	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
Bob Kildee Restroom Roof	8450	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Freedom RR/Concession Roof	8451	\$ -	\$ -	\$ -	\$ 18,000.00	\$ 18,000.00	0.00%
Charter Oak Tree Windrow	8452	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
PV Fields Paintina Phase I	8453	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Comm Ctr Exterior Restrooms	8454	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
Bob Kildee Irrigation Pump	8455	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Mtr EncosurEncnt.Fhill.Adolf	8456	\$ -	\$ -	\$ -	\$ 24,000.00	\$ 24,000.00	0.00%
Arneill Rnch Park Picnic Area	8457	\$ 13,600.00	\$ -	\$ 13,600.00	\$ 25,400.00	\$ 11,800.00	53.54%
Pitts Ranch Park Pavilion	8458	\$ -	\$ -	\$ -	\$ 64,000.00	\$ 64,000.00	0.00%
Expense		\$ 14,632.00	\$ 40,168.58	\$ 17,403.41	\$ 403,400.00	\$ 393,603.41	14.87%
YTD Comparison				\$ (22,765.17)			

Total Expense w/out Capital	\$ 637,059.23	\$ 1,139,008.45	\$ 1,297,902.05	\$ 8,012,907.00	\$ 6,726,241.11	16.2%
YTD Comparison			\$ 158,893.59			

**Statement of Revenues and Expenditures
Fund 20 Assessment District
August 2018 16%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 20.01	\$ 121.61	\$ 42.94	\$ 275.00	\$ 232.06	15.61%
Assessment Revenue	5500	\$ -	\$ -	\$ -	\$ 1,108,778.00	\$ 1,108,778.00	0.00%
Staffing Cost Recovery	5563	\$ 216.30	\$ -	\$ 216.30	\$ -	\$ 216.30	0.00%
Revenue		\$ 236.31	\$ 121.61	\$ 259.24	\$ 1,109,053.00	\$ 1,108,793.76	0.07%
YTD COMPARISON				\$ 137.63			
Expense							
Full Time Salaries	6100	\$ 1,446.80	\$ 10,165.46	\$ 2,170.20	\$ 21,232.00	\$ 19,061.80	10.22%
Car Allowance	6105	\$ -	\$ 740.48	\$ -	\$ -	\$ -	0.00%
Cell Phone Allowance	6108	\$ -	\$ 120.32	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$ 245.61	\$ 1,754.74	\$ 368.43	\$ 3,752.00	\$ 3,383.57	9.82%
Employee Insurance	6130	\$ 327.38	\$ 1,344.82	\$ 490.49	\$ 3,707.00	\$ 3,216.51	13.23%
Workers Compensation	6140	\$ 136.46	\$ 1,023.40	\$ 204.69	\$ 2,026.00	\$ 1,821.31	10.10%
Personnel		\$ 2,156.25	\$ 15,149.22	\$ 3,233.81	\$ 30,717.00	\$ 27,483.19	10.53%
YTD Comparison				\$ (11,915.41)			
Incidental Costs Assess	6709	\$ 9,776.34	\$ -	\$ 9,776.34	\$ 31,660.00	\$ 21,883.66	30.88%
Tree Care Assess	6719	\$ 18,750.00	\$ -	\$ 18,750.00	\$ 30,000.00	\$ 11,250.00	62.50%
Contracted LS Services	6720	\$ 39,463.83	\$ 46,781.17	\$ 54,977.66	\$ 473,568.00	\$ 418,590.34	11.61%
Park Amenities Assess	6722	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
ActiveNet Charges	6950	\$ -	\$ -	\$ -	\$ 60.00	\$ 60.00	0.00%
Adopon Redev/Collection Fees	6960	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00	0.00%
COP Debt PV Fields	7950	\$ -	\$ -	\$ -	\$ 511,409.00	\$ 511,409.00	0.00%
Expense		\$ 70,146.42	\$ 61,930.39	\$ 86,737.81	\$ 1,104,914.00	\$ 1,018,176.19	7.85%
YTD Comparison				\$ 24,807.42			
Total Expense		\$ 72,302.67	\$ 77,079.61	\$ 89,971.62	\$ 1,135,631.00	\$ 1,045,659.38	7.92%
YTD Comparison				\$ 12,892.01			

**Statement of Revenues and Expenditures
Fund 30 Park Dedication Fee
August 2018 16%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 65.31	\$ -	\$ -	\$ 130.60	\$ 8,600.00	1.52%
MBS Interest Earnings	5320	\$ -	\$ -	\$ -	\$ 332.26	\$ -	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Revenue		\$ 65.31	\$ -	\$ -	\$ 462.86	\$ 8,600.00	5.38%
Expense							
		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Capital							
Valle Lindo Restroom/Pavilion	8444	\$ -	\$ -	\$ -	\$ -	\$ 425,000.00	0.00%
Nancy Bush Park Playground	8445	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	0.00%
Nancy Bush Park Picnic Area	8446	\$ -	\$ -	\$ -	\$ -	\$ 45,600.00	0.00%
Nancy Bush Park Pavilion	8447	\$ -	\$ -	\$ -	\$ -	\$ 65,000.00	0.00%
Freedom Baseball Fields	8459	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Mel Vincent Park Restrooms	8460	\$ -	\$ -	\$ -	\$ -	\$ 110,000.00	0.00%
Capital		\$ -	\$ -	\$ -	\$ -	\$ 895,600.00	0.00%
Total Expenses w/out Capital		\$ -	\$ -	\$ -	\$ -	\$ -	0

PARK DEDICATION FEES (QUIMBY)

Date Received	Amount	Developer	Amount Used	Amount Earmarked	Balance	Sunset Date	Sunset Date
7/31/2014	\$ 615,709.00	AMLI	\$ 189,887.74	\$ -	\$ 425,821.26	7/31/2019	7/31/2019
1/31/2015	\$ 2,250,489.00	Cornstock	\$ -	\$ -	\$ 2,250,489.00	1/31/2020	1/31/2020
8/8/2016	\$ 2,649,209.00	Elacora Mission Oaks	\$ -	\$ -	\$ 2,649,209.00	8/8/2021	8/8/2021
8/10/2016	\$ 474,353.00	KB Homes	\$ -	\$ -	\$ 474,353.00	8/10/2021	8/10/2021
6/7/2018	\$ 21,612.25	Crestview	\$ -	\$ -	\$ 21,612.25	6/7/2023	6/7/2023
6/29/2018	\$ 96,391.39	Aldersgate Construction	\$ -	\$ -	\$ 96,391.39	6/29/2023	6/29/2023
Total	\$ 6,107,763.64		\$ 189,887.74	\$ -	\$ 5,917,875.90		

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

TO: BOARD OF DIRECTORS

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

DATE: October 3, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF REGULAR
BOARD MEETING DATES FOR 2019**

RECOMMENDATION

It is recommended the Board review and approve the dates for the Regular Board Meetings for calendar year 2019.

BACKGROUND

The meeting dates for the new year are traditionally reviewed at the December meeting. However, this year there are **two** scheduling conflicts that staff believes should be addressed earlier to allow for necessary accommodations. Typically, the Board meets the first Wednesday every month at the City Hall Council Chambers. Due to scheduling conflicts, the District is not able to reserve Council Chambers the first Wednesday in **November or December**. Staff have identified **that the following day, Thursday, for both November and December is available**. Staff is recommending the Board meet the **following Thursday for both November and December**. The City has confirmed that the listed dates are compatible with the City Hall Council Chambers **2019** schedule.

It is recommended the Board review all the meeting dates and make recommendations for any additional changes due to holidays and/or conflicts.

RECOMMENDATION

It is recommended the Board review and approve the dates for the Regular Board Meetings for calendar year 2019.

ATTACHMENTS

- 1) Board of Directors Regular Meeting Dates 2019 Calendar (1 page)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

BOARD OF DIRECTORS REGULAR MEETING DATES

CITY OF CAMARILLO, CITY HALL COUNCIL CHAMBERS

601 CARMEN DRIVE, CAMARILLO

(unless otherwise noted)

2019 DATES

Wednesday, January 2, 6:00pm
Wednesday, February 6, 6:00pm
Wednesday, March 6, 6:00pm
Wednesday, April 3, 6:00pm
Wednesday, May 1, 6:00pm
Wednesday, June 5, 6:00pm
Wednesday, July 3, 6:00pm
Wednesday, August 7, 6:00pm
Wednesday, September 4, 6:00pm
Wednesday, October 2, 6:00pm
Thursday, November 7, 6:00pm
Thursday, December 5, 6:00pm

**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: October 3, 2018

SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST FOR PROPOSALS FOR THE VALLE LINDO RESTROOM REMODEL DESIGN

RECOMMENDATION

It is recommended the Board approve the Request for Proposals (RFP) for the Design Phase of the Valle Lindo Restroom remodel.

BACKGROUND

In 2013 the District developed a 5-year Capital Improvement Plan (2013-2018) which included facilities and parks that would require modification, replacement and improvement over the next five (5) years. This information has assisted the Board in identifying budget needs and priorities as funds become available. The Valle Lindo restroom and pavilion project was part of the 2013-2018 Capital Plan and was slated for remodel in the FY 15/16 budget plan.

Valle Lindo Park was first developed in 1978 as a ten-acre park. This park has three (3) pavilions and five (5) lighted tennis courts, an amphitheater, an open area and a playground that was developed for two age groups. This park has approximately 12,000 visitors a year and sits beside CAPE Charter School which has an open space area of approximately 3.5 acres. These two open spaces combined becomes approximately 5.5 acres of open space that is currently being used by the community as well as various organizations.

In 2007, staff enlarged pavilion #1 to accommodate up to 60 people; pavilion #2 which is attached to the restroom building accommodates 40 patrons and was built in 1978. Currently, all the wood shading at pavilion #2 has been removed due to termite and dry rot damage. The proposed new or updated pavilion in area #2 will replace the current structure and will offer enhanced shade, while also providing restrooms which will meet ADA state and federal requirements.

Staff identified this Capital Improvement Project in the FY 2018/2019 budget workshops and funding will come out of the Quimby Funds with the approved budget. The Board appropriated Quimby funds in the amount of \$425,000 to design and remodel the existing restrooms.

ANALYSIS

The purpose of this RFP is to find an architectural firm to provide services for the design plans for remodeling the Valle Lindo restrooms. We are requesting two (2) options on this project:

- 1) To retrofit the existing building to have separate men's and women's restrooms and include a pavilion for shade.
- 2) Demolition of the existing building and bring in a pre-fab constructed building.

SCOPE OF WORK

The architectural firm will redesign the building from four (4) individual stalls with no ADA access to restroom(s) which include ADA compliance, a baby changing station and a minimum of four stalls.

Option 1: Reconfigure current building

- 1) Restroom to include: 1 ADA compliant and a minimum of 3 additional stalls with 1 baby changing station
- 2) The existing picnic shelter that is attached will need to be re-designed to accommodate 40 people.

Option 2: Demolish the existing building and install a pre-fab structure that will have:

- 1) Restroom to include: 1 ADA compliant and a minimum of 3 additional stalls with 1 baby changing station
- 2) The existing picnic shelter that is attached will need to be re-designed to accommodate 40 people.

The RFP will open on Monday October 8, 2018 at 10:00 a.m. and close on Monday October 29, 2018 at 2:00 p.m.

TIME LINE

Request for Proposal released, Monday October 8, 2108

Proposals are Due and must be received by Monday October 29, 2018, 2:00 p.m.

Contract award November 9, 2018

Project start date November 9, 2018

Project (Design) completion date no later than December 21, 2018

FISCAL IMPACT

There is no fiscal impact at this time. After reviewing and evaluating the bids, staff will return to the Board and request approval with this action. Bids will be brought back to the Board at which time there will be a fiscal impact which was approved in the Budget for FY 18/19.

RECOMMENDATION

It is recommended the Board approve the Request for Proposals (RFP) for the Design Phase of the Valle Lindo Restroom remodel.

ATTACHMENTS

- 1) RFP Restroom Building (8 pages)
- 2) Professional Agreement Draft (19 pages)

To Retrofit the Existing Restroom Building or Demolish the Current Building and Install a Pre-Fab Building at Valle Lindo Park

**Request for Proposal:
Due October 29, 2018, 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

Request for Proposal: Due October 29, 2018 2:00 pm

The Pleasant Valley Recreation and Park District (PVRPD) is soliciting proposals from qualified Architectural Firms to provide services for the design and plan for the remodeling of the Valle Lindo restrooms.

We are asking for two (2) options on this project:

- 1) To retrofit the existing building to have separate men's and women's restrooms.
- 2) Demolish the current building and bring in a pre-fab constructed building.

SCOPE OF WORK

The architectural firm will redesign the building from four (4) individual stalls with no ADA to restroom(s) which include ADA access, baby changing station and minimum of four stalls.

Option 1: Reconfigure current building

- 1) Restroom to include: 1 ADA compliant and a minimum of 3 additional stalls with 1 baby changing station
- 2) The existing picnic shelter that is attached will need to be re-designed to accommodate 40 people.

Option 2: Demolish the existing building and install a pre-fab structure that will have:

- 1) Restroom to include: 1 ADA compliant and a minimum of 3 additional stalls with 1 baby changing station
- 2) The existing picnic shelter that is attached will need to be re-designed to accommodate 40 people.

The RFP will open on Monday October 8, 2018 at 10:00 am and close on Monday October 29, 2018 at 2:00 pm.

This park is located at 889 Aileen Street, Camarillo California 93010.

STRUCTURAL PLANS

BASIC OF SPECIFICATIONS ASSUMPTIONS/PROJECT UNDERSTANDING:

- A. Proposed Project is to remodel and upgrade the existing park restroom and storage building located at Valle Lindo Park and modify existing shade cover.
- B. Revise existing restroom and storage areas to provide two separate restroom facilities; one for women (two toilets and one sink and one for men (one toilet, one urinal, and one sink).
- C. Modify existing exterior block building to infill metal panel areas.
- D. Design shade cover over picnic area.
- E. Electrical service to remain in place.
- F. Modify existing concrete "flatwork" at existing building.
- G. All plumbing to be water efficient.
- H. All electrical lighting to be LED.
- I. Project to be prevailing wage. Client to provide standard contract exhibits as needed for bidding.

SCOPE OF WORK:

A. Pre-Design & Programming (Phase A)

1. *Attend meetings with Client and the City of Camarillo to determine limitations of the project based on:
 - a. Site constraints
 - b. Building codes
 - c. Related City of Camarillo permit requirements.
 - d. Time frames.
 - e. Consultant scope descriptions/requirements.
2. Verify clients provided Architectural Program, which will outline and determine the scope of work for the project based on the following:
 - a. Client's requirements.
 - b. Design parameters.
3. Provide a Preliminary Schedule for project.

B. Schematic Design & Concept (Phase B)

1. Based on the client-approved Architectural Program, we will provide the following Schematic Drawings. Two revisions included:
 - a. Preliminary site plan of immediate area.
 - b. Floor plan.
 - c. Front exterior elevation.
2. Meet with client to present proposed design.
3. Based on client-approved Schematic Drawings, we will provide the following Design Drawings, documents and/or exhibits:
 - a. Preliminary site plan.
 - b. Floor plan.
 - c. Sections.
 - d. Exterior elevations.
 - e. Exterior colored elevations.
 - f. Color/material board.
4. *Meet with client to present proposed Design Drawings and Preliminary Project Description.
**Actions are included in Phase M – Meetings & Communication.*

C. Discretionary Permit Processing (Phase C)

1. Based on client-approved Design Drawings, we will provide the following Planning Drawings, documents and/or exhibits as required by the City of Camarillo for a Minor Modification Permit:
 - a. Site plan, floor plan, sections and exterior elevations with additional agency requirements.
 - b. Photo board and site plan of existing site and surrounding area.
 - c. 600' radius property owner's map, list and labels.
 - d. Assessor's parcel map.
 - e. Applications and questionnaires, as required.
2. *Provide survey of adjacent concrete flatwork as required for city review purposes.
3. *Submit and process Planning Drawings, documents, exhibits and applications through the City of Camarillo Planning Department.

4. Revise drawings, documents and exhibits per the City of Camarillo Planning Department's first review comments, provided no new scope items are required and/or requested. Two rounds of revisions included.
5. Attend meetings with client, the City of Camarillo and public officials as required. (Two maximum) **Actions are included in Phase M – Meetings & Communication*

D. Construction Documents (Phase E)

1. Provide Construction Documents based on the Planning Drawings and at the level required by the City of Camarillo Building & Safety and Public Works Department(s) for permit approval:
 - a. Architectural drawings and schedules.
 - b. Structural engineering drawings and calculations for shade structure buildings is assumed to be structurally sound.
 - c. Mechanical and plumbing drawings and calculations. No HVAC is included, venting only.
 - d. Electrical drawings and calculations.
2. Provide a Project Manual at the level noted in the client-approved Preliminary Project Description.
3. Provide the following additional drawings, documents and/or exhibits as required by the City of Camarillo Building & Safety Department for a building permit:
 - a. Project Analysis.
 - b. Conditions.
 - c. Mechanical Title 24 documentation.
4. Coordinate and provide concrete flat work plan as required for building permit.
5. Submit and process plans through the City of Camarillo Building & Safety and Public Works Department(s) for permit approval.
6. Revise drawings, documents and exhibits per City of Camarillo plan check corrections, provided no new scope items are required and/or requested. Two rounds of revisions are included in this agreement.
7. **Meetings with clients and consultants during this phase. Two meetings included.*
8. Assist client in pre-bidding and contractor selection process to verify consistency with plans and specs to match PVRPD standards. **Actions are included in Phase M – Meetings & Communication.*

E. Construction Contract Procurement (Phase F)

1. Assist in determining and qualifying an appropriate number of qualified general contractors to bid the construction scope. Project to be prevailing wage per PVRPD requirements as provided by client.
2. Assist in delivering Procurement Documents to prospective Contractors.
3. Answer Requests for Information from prospective contractors in a timely fashion.
4. Update the Construction Documents to reflect any modifications and/or substitutions made during this phase.
5. Review the construction contract to minimize risks and liabilities to you and adjust elements that will keep the construction time schedule on track.
6. **Meet with the successful contractor to review the plans, schedules, and scope, to promote common understanding of the work and mitigate time-consuming alterations, or potential field management issues.*

7. *Coordinate with the contractors on matter of the construction contract, construction schedule, bonds, format for payments, project start, and permit acquisition. **Actions are included in Phase M – Meetings & Communication.*

F. Limited Construction Contract Administration (Phase G)

1. Attend periodic site visits to observe construction and help represent the owner in key meetings with the expanded team, now including the contractor, as directed by the owner. (Maximum two visits per month).
2. Review contractor’s requests for information (RFIs), submittals and shop drawings, and maintain an overview of the progress of construction with conformance to schedules and document requirements.
3. Assist, as part of the project team, in streamlining governmental approvals required during the construction phase.
4. Provide structural observation as required by the City for life/safety issues for shade structure.
5. Coordinate appropriate interaction and facilitate communications between the design and engineering professionals and the construction professional.
6. *Assist, as part of the project team, with the proper close-out of the construction, including final “walk-through” completion documents, contractor’s preparation of maintenance manuals, coordination with your move-in, record documents, and final payments. **Actions are included in Phase M – Meetings & Communication.*

G. Meetings & Communication (Phase M)

For meetings and communication described in phases above.

Estimated Hours

Pre-Design & Programming	Phase A
Schematic Design & Concept	Phase B
Discretionary Permit Processing	Phase C
Construction Documents	Phase E
Construction Contract Procurement	Phase F
Limited Construction Contract Administration	Phase G

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.

SCHEDULE OF DELIVERABLES:

A. Pre-Design & Programming (Phase A)

1. Project will be scheduled once signed contract has been received.
2. An Architectural Program and Preliminary Schedule within an estimated two weeks of scheduled date.

B. Schematic Design & Concept (Phase B)

1. Schematic site plan, floor plans, sections and elevation drawings to be provided to client within an estimated one to two weeks of a confirmed Architectural Program by client.
2. To-scale presentation drawings to be provided within an estimated two weeks of an approved Schematic Design option by client.

C. Discretionary Permit Processing (Phase C)

1. Drawings, documents and exhibits described in Phase C scope of work above to be submitted to the City of Camarillo Planning Department within an estimated two to three weeks of completion of Phase B.
2. Approximately thirty to forty-five (30-45) days is assumed for City of Camarillo Planning Department's first review.
3. Revised drawings, documents and exhibits per City of Camarillo Planning Department's first review comments to be provided within an estimated two weeks of receipt of an incompleteness letter, provided no new scope items are required and/or requested.

D. Construction Documents (Phase E)

1. Drawings, documents and exhibits as described in Phase E scope of work above to be submitted to the City of Camarillo Building & Safety Department within an estimated six weeks from receipt of Planning Approval from the City of Camarillo.
2. Approximately ten days is required for the City of Camarillo first Plan Check process.
3. Revised drawings, documents and exhibits per City of Camarillo plan check corrections to be provided within two weeks of receipt of corrections, provided no new scope items are required and/or requested. Two rounds of revisions are included in this agreement.

E. Construction Contract Procurement (Phase F)

1. Approximately four to six weeks from receipt of Building Permit estimated to assist in bidding and selecting a contractor.

F. Limited Construction Contract Administration (Phase G)

1. Approximately two months estimated to complete construction of the proposed project. Final schedule to be determined by client's contractor.

FEE:

A. Our total fee for the Scope of Work outlined above is an estimated \$ N/A*, phased as follows:

II.A	Pre-design & Programming	Phase A	Fixed Fee	\$ N/A _____
II.B	Schematic Design & Concept	Phase B	Fixed Fee	\$ N/A _____
II.C	Discretionary Permit Processing	Phase C	Fixed Fee	\$ N/A _____
II.D	Construction Documents	Phase E	Fixed Fee	\$ N/A _____
II.E	Construction Contract Procurement	Phase F	Fixed Fee	\$ N/A _____

*Estimated Fee (Section IV) for Phase F includes the following consultant fees:

Civil Engineer	\$ N/A
Electrical Engineer	\$ N/A
Mechanical & Plumbing Engineer	\$ N/A
Structural Engineer	\$ N/A

II.F Limited Construction Contract Phase G Time & Materials \$ N/A
Administration (\$ N/A per month for an estimated 2 months)

*Estimated Fee (Section IV) for Phase G includes the following consultant fees:

Civil Engineer	\$ N/A
Electrical Engineer	\$ N/A
Mechanical & Plumbing Engineer	\$ N/A
Structural Engineer	\$ N/A

II.G Meetings & Communication Phase M Time & Materials \$ N/A
(Estimated)

PROPOSAL PROCESS

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

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

EVALUATION OF PROPOSALS

District staff will review the proposals. The selected architectural firm 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.

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.

TIME LINE

Request for Proposals released Monday October 8, 2108

Proposals are Due and must be received by Monday October 29, 2018, 2:00 p.m.

Contract award November 9, 2018

Project start date November 9, 2018

Project completion date no later than December 21, 2018

Request for Proposal: Due October 29, 2018 2:00 pm

PROPOSAL DEADLINE

The deadline for the proposal is **Monday October 29, 2018 at 2:00 p.m.** Proposal must be submitted in a sealed envelope marked ***RFP Valle Lindo Restrooms*** by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

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

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

FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

ADDITIONAL INFORMATION

For questions contact: **Bob Cerasuolo, Park Services Manager**
805-482-5396 ext 301
bobc@pvrpd.org

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PLEASANT VALLEY
RECREATION & PARK DISTRICT
AND
CONSULTANT, INC.**

This agreement is made and entered into, effective November 9, 2018 between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency ("District"), and N/A, a California corporation ("Consultant").

RECITALS

WHEREAS, following District's Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for the remodel and upgrade of existing restroom facilities for building located at 889 Aileen Street at Valle Lindo Park in Camarillo, California. ("Project").

WHEREAS, Consultant represents that it has the qualifications and technical skills, experience and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1. Scope of Services

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work attached as Exhibit "B" and incorporated by reference herein.

All work and services by Consultant shall be performed in a diligent and professional manner.

Consultant warrants that its services shall be performed, within the limits prescribed by the District, in a manner consistent with the level of care and skill ordinarily exercised by environmental, planning, and engineering professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Consultant's Proposal, this Agreement, or any reports or documents prepared here within.

Consultant agrees to undertake the discrete tasks outlined in Exhibit "B" only upon consultation with and authorization from the District's General Manager and Park Services Manager.

As further described on Exhibit "B", **Consultant's Services include:**

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 9, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than December 1, 2018. Consultant shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

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

4. Independent Contractor Relationship

- a. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Consultant.
- b. Consultant is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement.
- c. Pursuant to this Agreement, Consultant is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

5. Compliance with Laws

Consultant will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to Consultant's work, including but not limited to those relating to copyright, trademark or other intellectual property matters.

6. Licenses, Permits, Fees and Assessments

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

7. Environmental Laws

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

8. Acknowledgment of Relationship

Consultant agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Consultant under this Agreement, or any information made available to Consultant by District, shall not be revealed, disseminated or made available by Consultant to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

9. Payment to Consultant

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within thirty (30) days after receipt of Consultant's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute.

Total Project Cost not to Exceed: \$ N/A

- b. No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either

wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

10. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work.

The District's Project Manager shall be Bob Cerasuolo, Park Services Manager.

11. Ownership of Documentation

All maps, data, reports and other documentation (other than Consultant's drafts, notes and internal memoranda), including duplication of same prepared by Consultant in the performance of these services, shall become the property of the District and shall be retained by the Consultant for a period of three years after completion of the Project. If requested by the District, all, or the designated portions of such documentation, shall be delivered to the District.

12. Termination of Contract

Consultant specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Consultant's services with or without cause, and without penalty, at the completion of any phase of Consultant's services as set forth in Exhibit "B." Any termination or any special instructions hereunder from District shall be made in writing. In the event this Agreement is terminated, all data, specifications, documents and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant.

13. Indemnification and Hold Harmless; Insurance Requirements

a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under Section 2782.8 of the California Civil Code ("Section 2782.2") applicable to services provided by a "design professional" as defined in said statute, Consultant shall indemnify, but not defend and hold harmless District and its officers, employees, agents and agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement. Notwithstanding anything else to the contrary

herein, in the event Consultant is a "design professional" as defined by Section 2782.8, Consultant's duty to defend and costs associated with such defense are limited to that proportionate percentage of fault of the claims or damages that are caused by Consultant's actions or inactions, as determined in a final judgment by a court of law or final resolution by an arbitrator or panel of arbitrators. Consultant's duty to defend under this Agreement shall not include an obligation for Consultant to provide a defense or pay the cost of such defense for City or the City's Parties' negligent acts, omissions or fault."

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

c. Submission of insurance certificates or other proof of coverage shall not relieve Consultant from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

d. Prior to the commencement of the Project, Consultant shall provide District with proof of the types and amounts of insurance described on Exhibit A".

14. No Assignment

This Agreement is a personal services contract and work hereunder shall not be delegated or assigned by Consultant to any person or entity without the advance written consent of District. Consultant shall not employ any subcontractors for its work.

15. Examination of Records

Consultant agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Consultant's documents, papers and records, including accounting records, relating to or involving this Agreement.

16. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To Consultant: _____

To District: **PLEASANT VALLEY RECREATION & PARK DISTRICT**
Attn: Bob Cerasuolo, Park Services Manager
1605 East Burnley Street
Camarillo, CA 93010

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

17. No Waiver

No failure or delay by District in asserting any of District's rights and remedies as to any default of Consultant shall operate as a waiver of the default, of any subsequent or other default by Consultant, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

18. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

19. Terms

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

20. Incorporation of Recitals

The foregoing recitals are incorporated herein as though fully set forth.

21. California Law

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura, State of California.

22. Additional Provisions

Consultant agrees that no full-time employee of District shall be employed by its firm during the period that this Agreement is in effect.

23. Attorneys' Fees

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

24. Conflict of Interest

Consultant 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. Consultant shall comply with all conflict of interest laws and regulations.

25. Interpretation

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

26. Corporate Authority

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**District: PLEASANT VALLEY RECREATION
& PARK DISTRICT**

By: _____
Mary Otten
General Manager

ATTEST:

By: _____
Clerk of Board

Consultant:

By: _____
Name:
President

By: _____
Name:
Vice President

DRAFT

EXHIBIT "A"

PLEASANT VALLEY RECREATION & PARK DISTRICT INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement (and thereafter as specified herein) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability or Error and Omissions Insurance. A policy of \$1,000,000 professional liability insurance in an amount not less than \$1,000 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the District.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its directors, officers, employees, agents and volunteers (collectively "District Parties"), or (2) Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

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

1. The District and District Parties are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Architect; or automobiles owned, leased, hired or borrowed by Consultant.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the District and District Parties. Any insurance or self-insurance maintained by the District and District Parties shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the District.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.
4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

VERIFICATION OF COVERAGE

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District, or on other than the District's forms provided those endorsements conform to District requirements and are acceptable to the District. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to all of the requirements stated herein.

END OF PAGE

EXHIBIT "B"

SCOPE OF WORK

The architectural firm will redesign the building from four (4) individual stalls with no ADA to restroom(s) which include ADA access, baby changing station and minimum of four stalls.

The services of the Consultant, a Structural engineer, shall provide the District three (3) sets of construction documents (plans) for the remodel and upgrade of existing restroom facilities for building located at 889 Aileen Street at Valle Lindo Park in Camarillo, California.

For Services provided by Consultant shall be phased and completed based on the proposed project description as noted below:

Option 1: Reconfigure current building

- 1) Restroom to include: 1 ADA compliant and a minimum of 3 additional stalls with 1 baby changing station
- 2) The existing picnic shelter that is attached will need to be re-designed to accommodate 40 people.

Option 2: Demolish the existing building and install a pre-fab structure that will have:

- 1) Restroom to include: 1 ADA compliant and a minimum of 3 additional stalls with 1 baby changing station
- 2) The existing picnic shelter that is attached will need to be re-designed to accommodate 40 people.

I. STRUCTURAL PLANS

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor not for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. However, any noted deviations will be promptly reported to the District.

ASSUMPTIONS/PROJECT UNDERSTANDING:

- A.** Proposed Project is to remodel and upgrade the existing park restroom and storage building located at Valle Lindo Park and modify existing shade cover.
- B.** Revise existing restroom and storage areas to provide two separate restroom facilities; one for women (two toilets and one sink and one for men (one toilet, one urinal, and one sink).
- C.** Modify existing exterior block building to infill metal panel areas.
- D.** Design shade cover over picnic area.
- E.** Electrical service to remain in place.
- F.** Modify existing concrete “flatwork” at existing building.
- G.** All plumbing to be water efficient.
- H.** All electrical lighting to be LED.
- I.** Project to be prevailing wage. Client to provide standard contract exhibits as needed for bidding.

SCOPE OF WORK:

- A. Pre-Design & Programming (Phase A)**
 - 1. *Attend meetings with Client and the City of Camarillo to determine limitations of the project based on:
 - a. Site constraints
 - b. Building codes
 - c. Related City of Camarillo permit requirements.
 - d. Time frames.
 - e. Consultant scope descriptions/requirements.
 - 2. Verify clients provided Architectural Program, which will outline and determine the scope of work for the project based on the following:
 - a. Client’s requirements.
 - b. Design parameters.
 - 3. Provide a Preliminary Schedule for project.
- B. Schematic Design & Concept (Phase B)**
 - 1. Based on the client-approved Architectural Program, we will provide the following Schematic Drawings. Two revisions included:
 - a. Preliminary site plan of immediate area.
 - b. Floor plan.
 - c. Front exterior elevation.
 - 2. Meet with client to present proposed design.
 - 3. Based on client-approved Schematic Drawings, we will provide the following Design Drawings, documents and/or exhibits:
 - a. Preliminary site plan.
 - b. Floor plan.
 - c. Sections.
 - d. Exterior elevations.
 - e. Exterior colored elevations.
 - f. Color/material board.

4. *Meet with client to present proposed Design Drawings and Preliminary Project Description. *Actions are included in Phase M – Meetings & Communication.

C. Discretionary Permit Processing (Phase C)

1. Based on client-approved Design Drawings, we will provide the following Planning Drawings, documents and/or exhibits as required by the City of Camarillo for a Minor Modification Permit:
 - a. Site plan, floor plan, sections and exterior elevations with additional agency requirements.
 - b. Photo board and site plan of existing site and surrounding area.
 - c. 600' radius property owner's map, list and labels.
 - d. Assessor's parcel map.
 - e. Applications and questionnaires, as required.
2. *Provide survey of adjacent concrete flatwork as required for city review purposes.
3. *Submit and process Planning Drawings, documents, exhibits and applications through the City of Camarillo Planning Department.
4. Revise drawings, documents and exhibits per the City of Camarillo Planning Department's first review comments, provided no new scope items are required and/or requested. Two rounds of revisions included.
5. Attend meetings with client, the City of Camarillo and public officials as required. (Two maximum) *Actions are included in Phase M – Meetings & Communication.

D. Construction Documents (Phase E)

1. Provide Construction Documents based on the Planning Drawings and at the level required by the City of Camarillo Building & Safety and Public Works Department(s) for permit approval:
 - a. Architectural drawings and schedules.
 - b. Structural engineering drawings and calculations for shade structure buildings is assumed to be structurally sound.
 - c. Mechanical and plumbing drawings and calculations. No HVAC is included, venting only.
 - d. Electrical drawings and calculations.
2. Provide a Project Manual at the level noted in the client-approved Preliminary Project Description.
3. Provide the following additional drawings, documents and/or exhibits as required by the City of Camarillo Building & Safety Department for a building permit:
 - a. Project Analysis.
 - b. Conditions.
 - c. Mechanical Title 24 documentation.

4. Coordinate and provide concrete flat work plan as required for building permit.
5. Submit and process plans through the City of Camarillo Building & Safety and Public Works Department(s) for permit approval.
6. Revise drawings, documents and exhibits per City of Camarillo plan check corrections, provided no new scope items are required and/or requested. Two rounds of revisions are included in this agreement.
7. *Meetings with clients and consultants during this phase. Two meetings included.
8. Assist client in pre-bidding and contractor selection process to verify consistency with plans and specs to match PVRPD standards.
**Actions are included in Phase M – Meetings & Communication.*

E. Construction Contract Procurement (Phase F)

1. Assist in determining and qualifying an appropriate number of qualified general contractors to bid the construction scope. Project to be prevailing wage per PVRPD requirements as provided by client.
2. Assist in delivering Procurement Documents to prospective Contractors.
3. Answer Requests for Information from prospective contractors in a timely fashion.
4. Update the Construction Documents to reflect any modifications and/or substitutions made during this phase.
5. Review the construction contract to minimize risks and liabilities to you and adjust elements that will keep the construction time schedule on track.
6. *Meet with the successful contractor to review the plans, schedules, and scope, to promote common understanding of the work and mitigate time-consuming alterations, or potential field management issues.
7. *Coordinate with the contractors on matter of the construction contract, construction schedule, bonds, format for payments, project start, and permit acquisition. **Actions are included in Phase M – Meetings & Communication.*

F. Limited Construction Contract Administration (Phase G)

1. Attend periodic site visits to observe construction and help represent the owner in key meetings with the expanded team, now including the contractor, as directed by the owner. (Maximum two visits per month).
2. Review contractor's requests for information (RFIs), submittals and shop drawings, and maintain an overview of the progress of construction with conformance to schedules and document requirements.

3. Assist, as part of the project team, in streamlining governmental approvals required during the construction phase.
4. Provide structural observation as required by the City for life/safety issues for shade structure.
5. Coordinate appropriate interaction and facilitate communications between the design and engineering professionals and the construction professional.
6. *Assist, as part of the project team, with the proper close-out of the construction, including final “walk-through” completion documents, contractor’s preparation of maintenance manuals, coordination with your move-in, record documents, and final payments. **Actions are included in Phase M – Meetings & Communication.*

G. Meetings & Communication (Phase M)

For meetings and communication described in phases above.

	Estimated Hours
Pre-Design & Programming	Phase A
Schematic Design & Concept	Phase B
Discretionary Permit Processing	Phase C
Construction Documents	Phase E
Construction Contract Procurement	Phase F
Limited Construction Contract Administration	Phase G

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.

SCHEDULE OF DELIVERABLES:

A. Pre-Design & Programming (Phase A)

1. Project will be scheduled once signed contract has been received.
2. An Architectural Program and Preliminary Schedule within an estimated two weeks of scheduled date.

B. Schematic Design & Concept (Phase B)

1. Schematic site plan, floor plans, sections and elevation drawings to be provided to client within an estimated one to two weeks of a confirmed Architectural Program by client.
2. To-scale presentation drawings to be provided within an estimated two weeks of an approved Schematic Design option by client.

C. Discretionary Permit Processing (Phase C)

1. Drawings, documents and exhibits described in Phase C scope of work above to be submitted to the City of Camarillo Planning Department within an estimated two to three weeks of completion of Phase B.

2. Approximately thirty to forty-five (30-45) days is assumed for City of Camarillo Planning Department's first review.
3. Revised drawings, documents and exhibits per City of Camarillo Planning Department's first review comments to be provided within an estimated two weeks of receipt of an incompleteness letter, provided no new scope items are required and/or requested.

D. Construction Documents (Phase E)

1. Drawings, documents and exhibits as described in Phase E scope of work above to be submitted to the City of Camarillo Building & Safety Department within an estimated six weeks from receipt of Planning Approval from the City of Camarillo.
2. Approximately ten days is required for the City of Camarillo first Plan Check process.
3. Revised drawings, documents and exhibits per City of Camarillo plan check corrections to be provided within two weeks of receipt of corrections, provided no new scope items are required and/or requested. Two rounds of revisions are included in this agreement.

E. Construction Contract Procurement (Phase F)

1. Approximately four to six weeks from receipt of Building Permit estimated to assist in bidding and selecting a contractor.

F. Limited Construction Contract Administration (Phase G)

1. Approximately two months estimated to complete construction of the proposed project. Final schedule to be determined by client's contractor.

FEE:

- A. Our total fee for the Scope of Work outlined above is an estimated \$ N/A*, phased as follows:

II.A	Pre-design & Programming	Phase A	Fixed Fee	\$ N/A _____
II.B	Schematic Design & Concept	Phase B	Fixed Fee	\$ N/A _____
II.C	Discretionary Permit Processing	Phase C	Fixed Fee	\$ N/A _____
II.D	Construction Documents	Phase E	Fixed Fee	\$ N/A _____
II.E	Construction Contract Procurement	Phase F	Fixed Fee	\$ N/A _____

*Estimated Fee (Section IV) for Phase F includes the following consultant fees:

Civil Engineer	\$ N/A
Electrical Engineer	\$ N/A
Mechanical & Plumbing Engineer	\$ N/A
Structural Engineer	\$ N/A

**II.F Limited Construction Contract Phase G Time & Materials \$N/A
Administration (\$ N/A per month for an estimated 2 months)**

*Estimated Fee (Section IV) for Phase G includes the following consultant fees:

Civil Engineer	\$ N/A
Electrical Engineer	\$ N/A
Mechanical & Plumbing Engineer	\$ N/A
Structural Engineer	\$ N/A

**II.G Meetings & Communication Phase M Time & Materials \$N/A
(Estimated)**

PROPOSAL PROCESS

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

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

Evaluation of Proposals

District staff will review the proposals. The selected architectural firm 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.

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.

TIME LINE

Request for Proposals released Monday October 8, 2108

Proposals are Due and must be received by Monday October 29, 2018, 2:00 p.m.

Contract award November 9, 2018

Project start date November 9, 2018

Project completion date no later than December 21, 2018

PROPOSAL DEADLINE

The deadline for the proposal is **Monday October 29, 2018 at 2:00 p.m.** Proposal must be submitted in a sealed envelope marked ***RFP Valle Lindo Restrooms*** by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

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

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

FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

Additional Information

For questions contact: **Bob Cerasuolo**, Park Services Manager
805-482-5396 ext 301
bobc@pvrpd.org

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Brandon Lopez, Parks Lead

DATE: October 3, 2018

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 601 APPROVING A GRANT SUBMISSION TO GAMETIME FOR PURCHASE AND REPLACEMENT OF NANCY BUSH PARK PLAYGROUND EQUIPMENT AND FINDING THAT IT IS REASONABLY FORESEEABLE THAT INHABITANTS OF THE AMLI SUBDIVISION WILL USE THESE FACILITIES

RECOMMENDATION

It is recommended the Board review and approve Resolution No. 601, directing staff to proceed with the GameTime grant application and finding that it is reasonably foreseeable the residents of the AMLI Spanish Hills subdivision will use the proposed playground facilities at Nancy Bush Park.

BACKGROUND

On May 3, 2018 at the Board workshop, staff presented to the Board a project utilizing Quimby fees. On July 5, 2018 the Board approved the 2018/2019 Fiscal Budget including the Nancy Bush playground project. Staff had met on June 7, 2018 to discuss ways to utilize grant funds that are available through Great Western Recreation who sells GameTime play equipment.

Staff identified Nancy Bush as one of the most used parks in the District. The only parks with higher usage rates have all had new playground equipment installed. The playground at Nancy Bush is surrounded by one large picnic shelter and two smaller picnic areas, with two large picnic shelters being added. These picnic areas are some of the most popular and frequently rented shelters within the District. A new playground would complement the park and enhance the rental potential for the location.

Staff solicited quotes from two different companies: Great Western Recreation and Playpower. Great Western Recreation provided multiple designs. Staff narrowed down the selection to two playground designs by identifying the needs and desired features.

ANALYSIS

Staff reviewed the District Capital Improvement Plan and identified one playground that was installed in 1991 and expanded in 1997 at Nancy Bush Park. Staff conducted onsite visits and analyzed existing playground features, current conditions and use potential. The playground

equipment features at Nancy Bush Park were determined to be outdated and lacked current functionality. Staff then determined that the playground equipment at Nancy Bush Park was in need of repair and the cost of basic improvement would cost more than a replacement. These repairs would include the torn rubber mats which make the playground more difficult to access and create safety hazards.

Additionally, the District could consider further options: 1) replace and install new playground equipment located at this location, 2) continue to replace and repair worn or degraded parts, 3) not replace any playground equipment at this time, 4) wait until the Needs Assessment is complete to address the most pressing concerns and issues and/or 5) allocate a certain dollar amount to the replacement of playground equipment.

The Board has allocated \$250,000 from Quimby fees to replace the playground at Nancy Bush Park. Along with installation of the playground, staff recommends replacement and repair of the surrounding areas. Some examples of repairs including replacing sections of sidewalk to remedy tripping hazards and replace the fence surrounding the playground. The identified repairs will be included into the \$250,000 budget. In order to expend Quimby funds on a park such as Nancy Bosh Park that is not contained within the nearest fee-paying subdivision, staff was required to find that the residents of the fee-paying subdivision will be served by this project. The nearest fee-paying subdivision to this project is AMLI Spanish Hills.

Staff has determined that it is reasonably foreseeable that residents of the nearby AMLI Spanish Hills subdivision will be served by the improvements to Nancy Bush Park. The AMLI subdivision is composed of 384 apartments, with 38 very low and 37 low income units. This development is also served by Mel Vincent Park, however, the complex and its approximately 1,000 residents, are less than 0.75 miles from Nancy Bush Park, which offers amenities not present at Mel Vincent Park. These amenities include restrooms, large picnic areas and public BBQs. Due to these factors, staff has found that it is reasonably foreseeable that this development will be served by the proposed structures.

If the Board decides to move forward with the replacement of playground equipment, staff has identified the following options (Attachment 1):

Nancy Bush Park				
Supplier	Option	Price	Savings from Grant	Cost to District
Great Western Rec. (CWO)	1A	\$246,546.00	\$51,651.15	\$204,574.78*
	1B	\$246,546.00	\$40,748.90	\$216,267.44*
Great Western Rec. (CWO)	4A	\$227,983.00	\$37,351.48	\$200,192.19*
	4B	\$227,983.00	\$30,969.40	\$207,036.97*
Least Expensive Option Total (Great Western Rec. 4A)		\$227,983.00	\$37,351.48	\$200,192.19*
Most Expensive Option Total (Great Western Rec. 1B)		\$246,546.00	\$40,748.90	\$216,267.44*

***This is based on Grant 2018 pricing. Must be ordered by October 31, 2018 and ship by December 31, 2018 in order to qualify for Grant pricing.**

FISCAL IMPACT

The fiscal impact from the District will range from \$200,192.19 - \$216,267.44 depending on which options the Board decides upon. These options will enable the District to receive between \$30,969.40 - \$51,651.15 in savings from grant funding. Staff will then use AMLI Spanish Hills Quimby fees to cover the remainder of the cost.

RECOMMENDATION

It is recommended the Board review and approve Resolution No. 601, directing staff to proceed with the GameTime grant application and finding that it is reasonably foreseeable the residents of the AMLI Spanish Hills subdivision will use the proposed playground facilities at Nancy Bush Park.

ATTACHMENTS

- 1) Renderings (37 pages)
- 2) Resolution No. 601 (2 pages)

A young girl with dark hair, wearing a purple hoodie with a graphic, is climbing a yellow playground structure. She is smiling and looking towards the camera. The background shows other parts of the playground equipment and a dark ground surface.

GameTime®

PLAYCORE

**UP TO 100%
MATCHING FUNDS**

Visit gametime.com/grant2018 to submit your application and for complete details.

Apply now for up to 100% matching funds on a new playground from GameTime. Limited time offer.

**PLAYGROUND
GRANT**

2018



Scan and email your application to grant@gametime.com or fax your completed application to 423-648-5902.

Instructions

Read carefully

Please complete the appropriate sections of the application form. Once completed, validate the information by means of the project administrator's signature. Immediately return the completed and signed application form to your GameTime representative.

Project Info

List contact info and address of your project

Project Name: _____ **Type:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____ **Title:** _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Background

Please provide a description of your organization, its goals, and why it should be considered for a grant.

Site Info

List specific info about the area in which the play equipment will be located

Number of players: _____ **Age range:** _____ **Total play area size:** _____ **Is the site level?:** _____

Special site conditions: (utilities, retaining walls, soil conditions, excessive slope, concrete slab, etc.) _____

Budget Info

List your actual contribution to the play equipment purchase only.

Dollar amount you want GameTime to match: _____

Equipment Choices

Consult your GameTime catalog for complete product information and model numbers.

Equipment Selection:

2018 Catalog model #: _____

Find a unit with these play events: _____

Rules & Limitations

Read carefully

Grant Rules and Limitations:

GameTime grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. GameTime standard policies and warranties as listed in the 2018 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. To qualify for a 100% matching grant, list price of the qualifying playground system must exceed \$90,000 and payment in full must accompany your order. For play systems that require credit terms or for systems with a list price of less than \$90,000, GameTime playground grants are available with matching funds ranging between 45-80%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape® and IONiX® systems only. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for a GameTime grant. Orders accepted by GameTime must ship by December 31, 2018. This offer expires October 31, 2018.

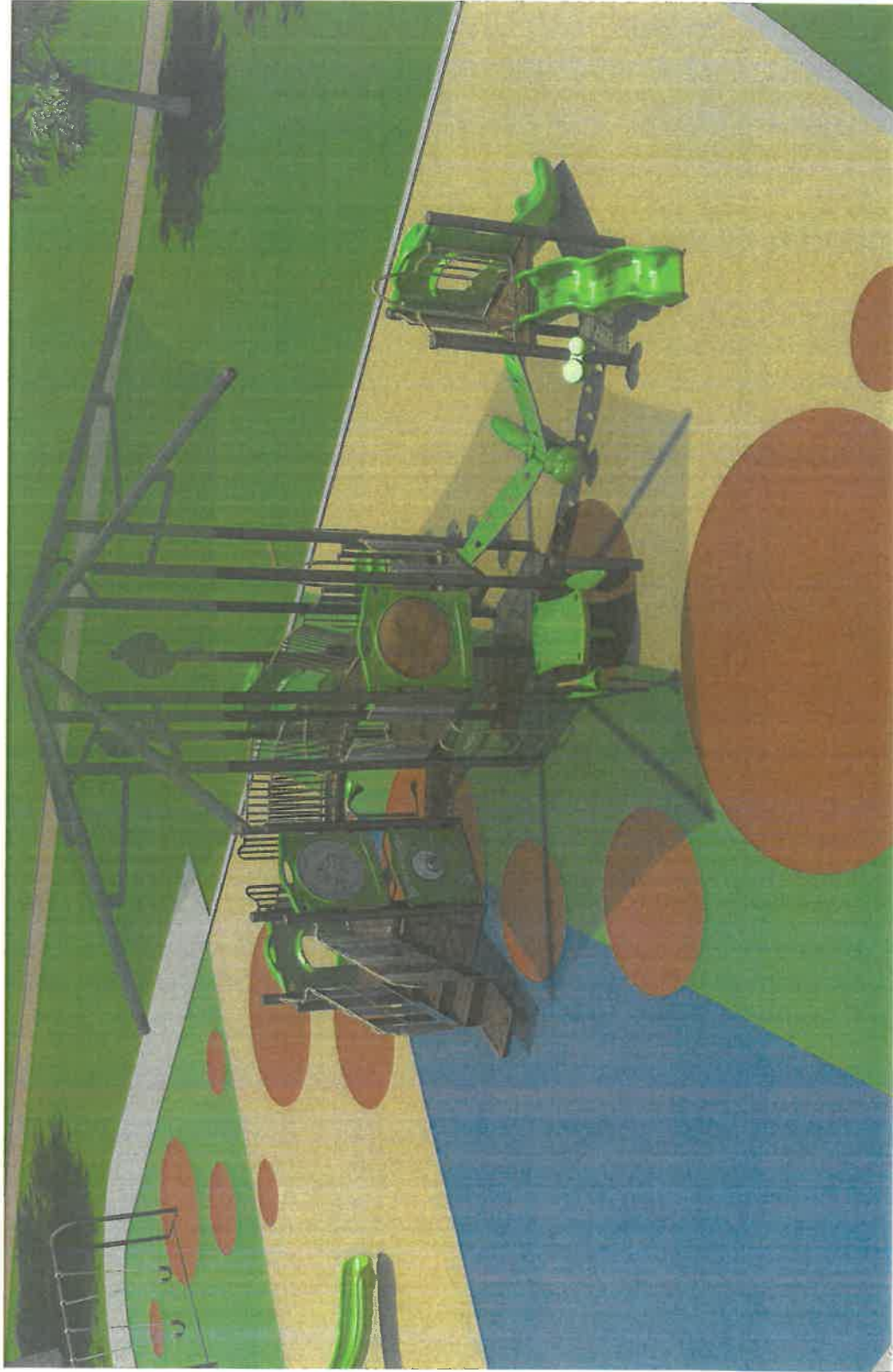
Authorization Signature

Project administrator's signature

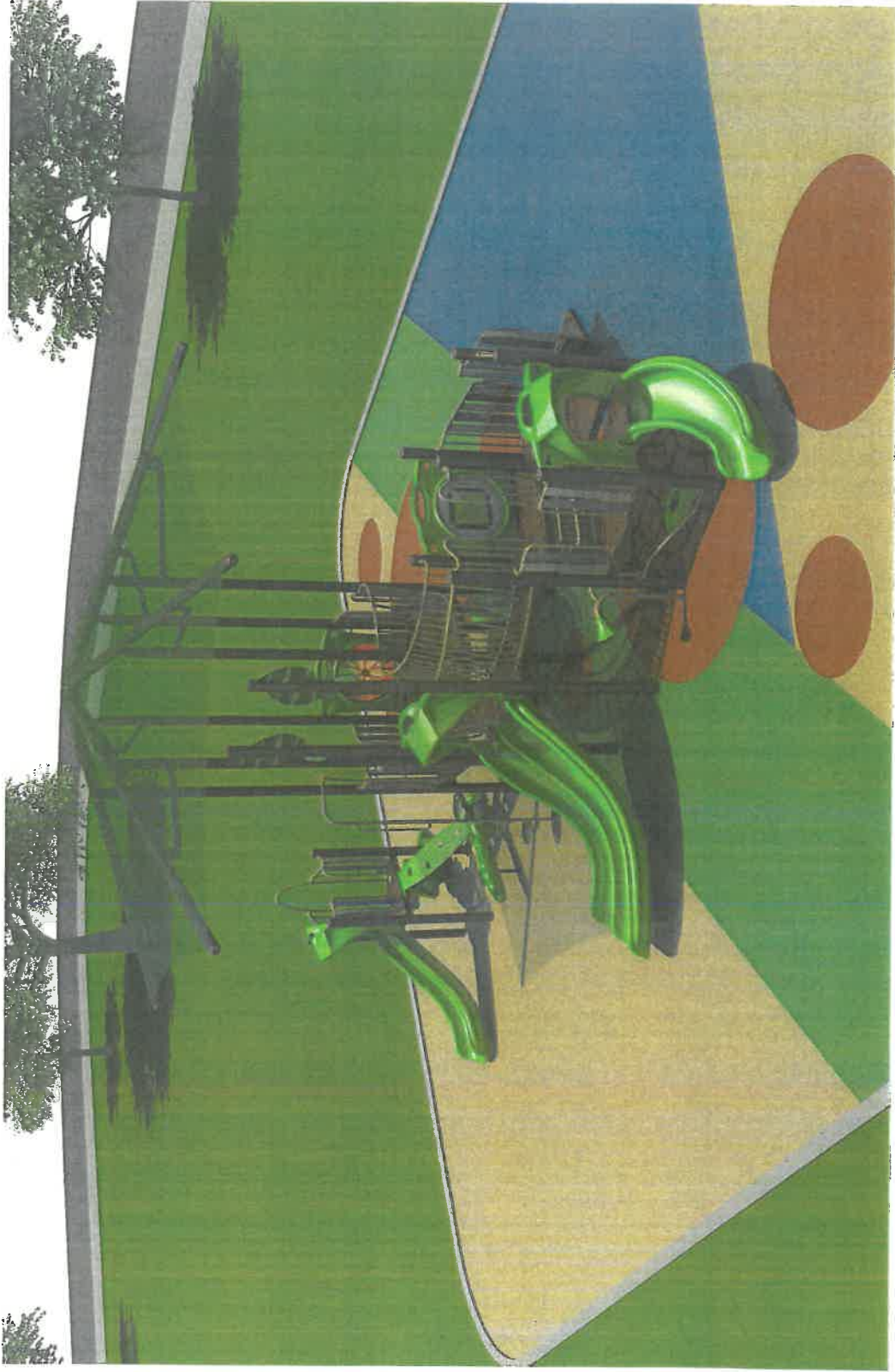
Authorized Signature: _____ **Date:** _____

Name (please print): _____ **Title:** _____



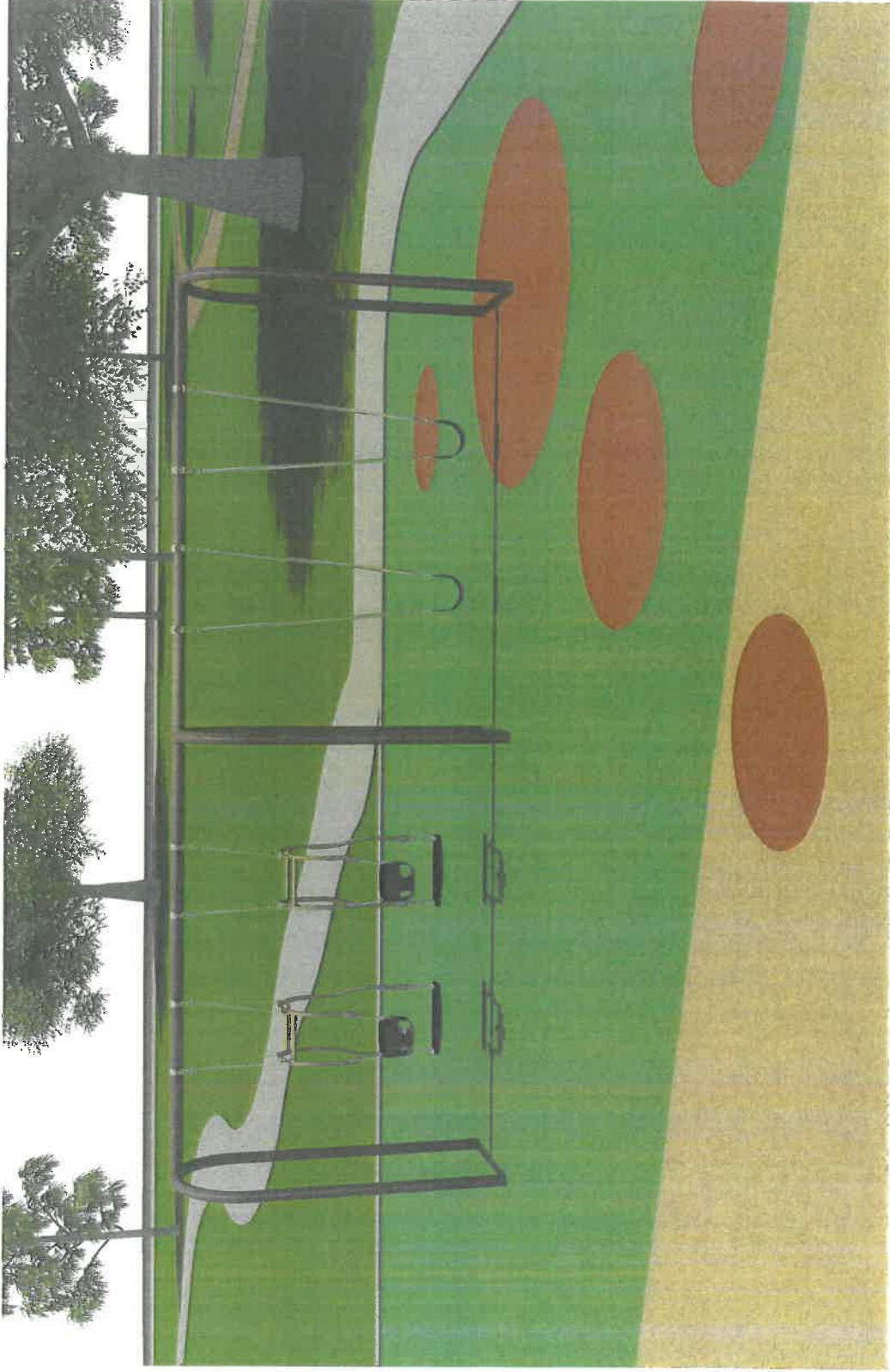


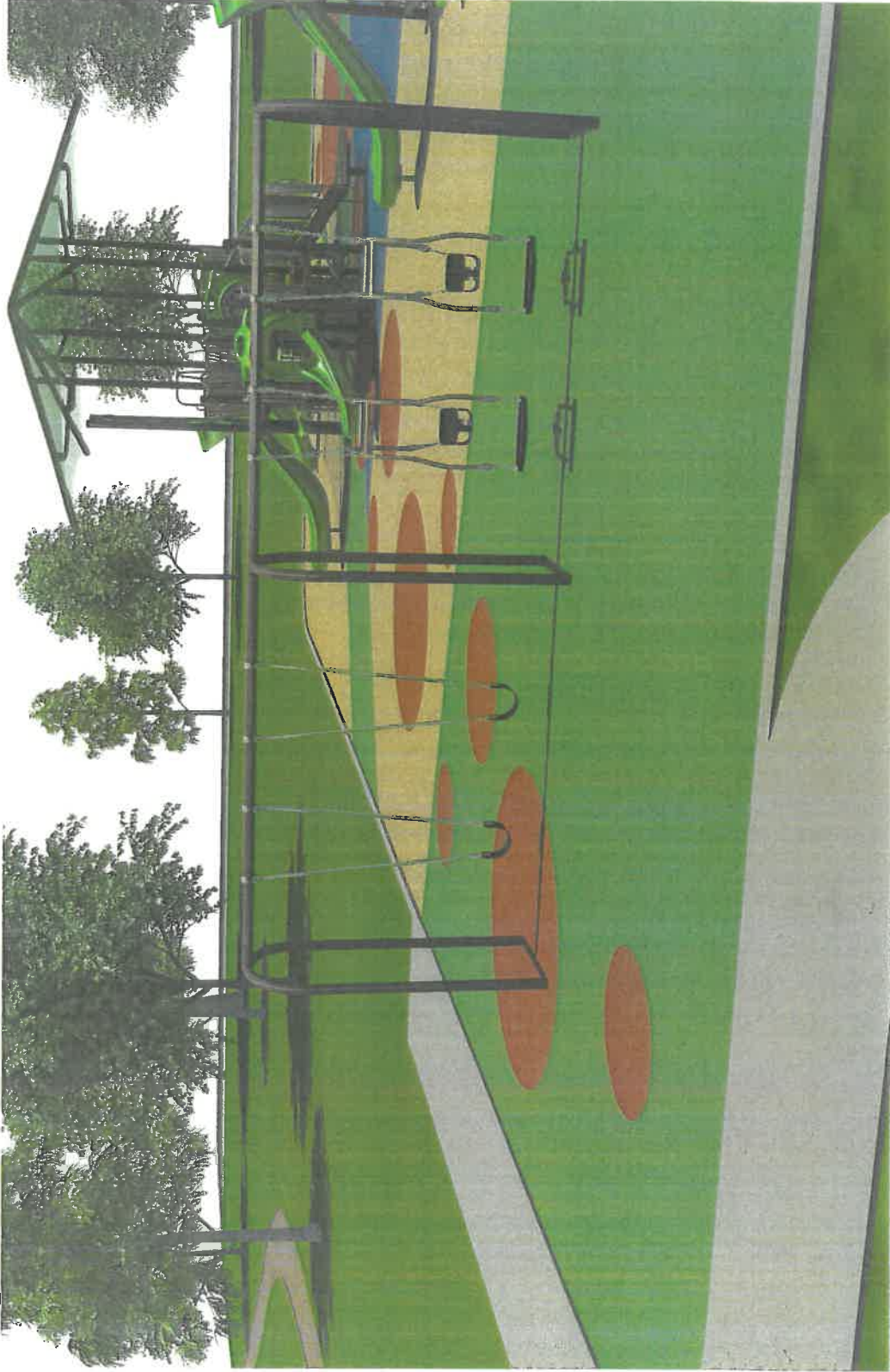


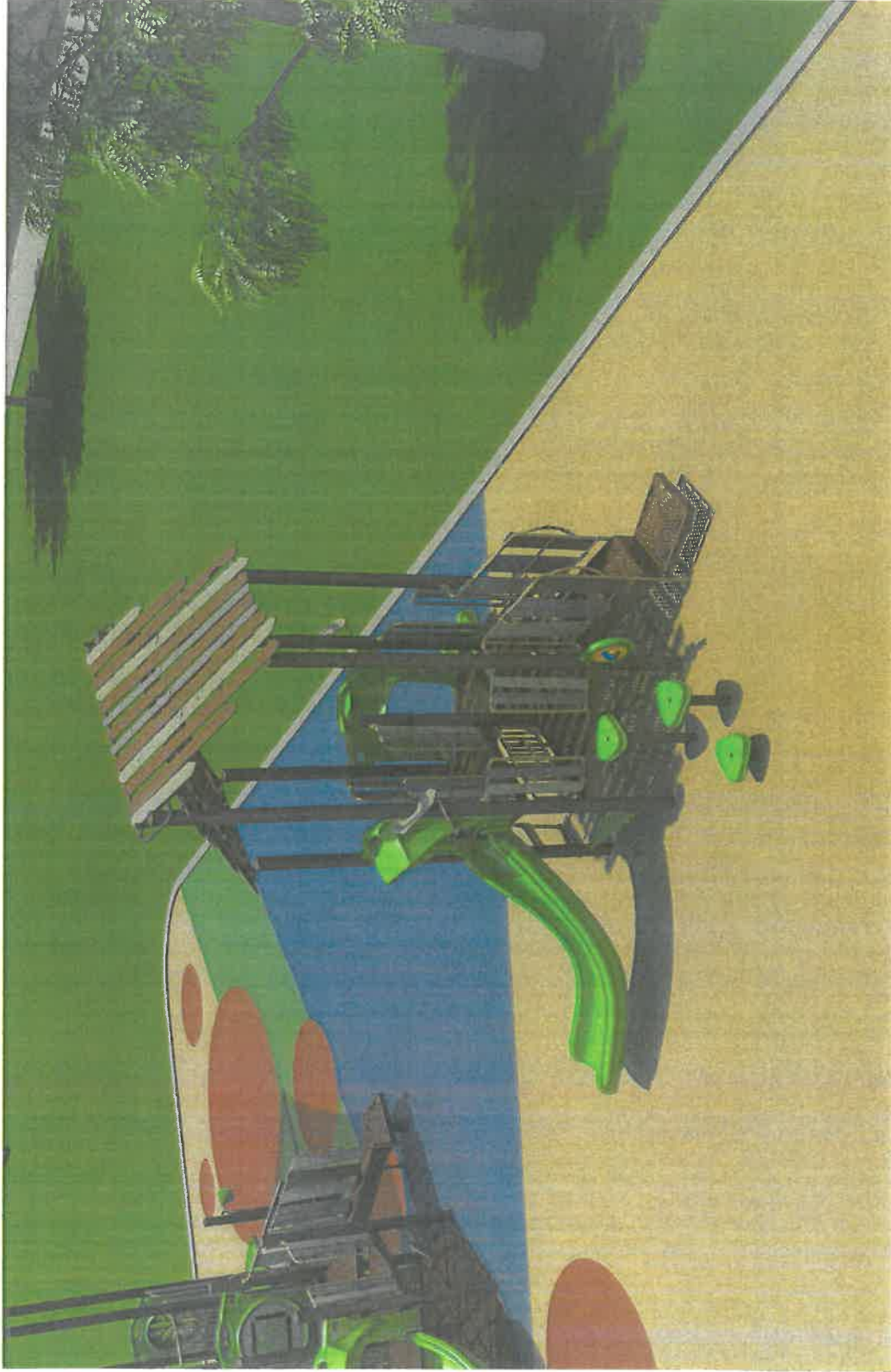








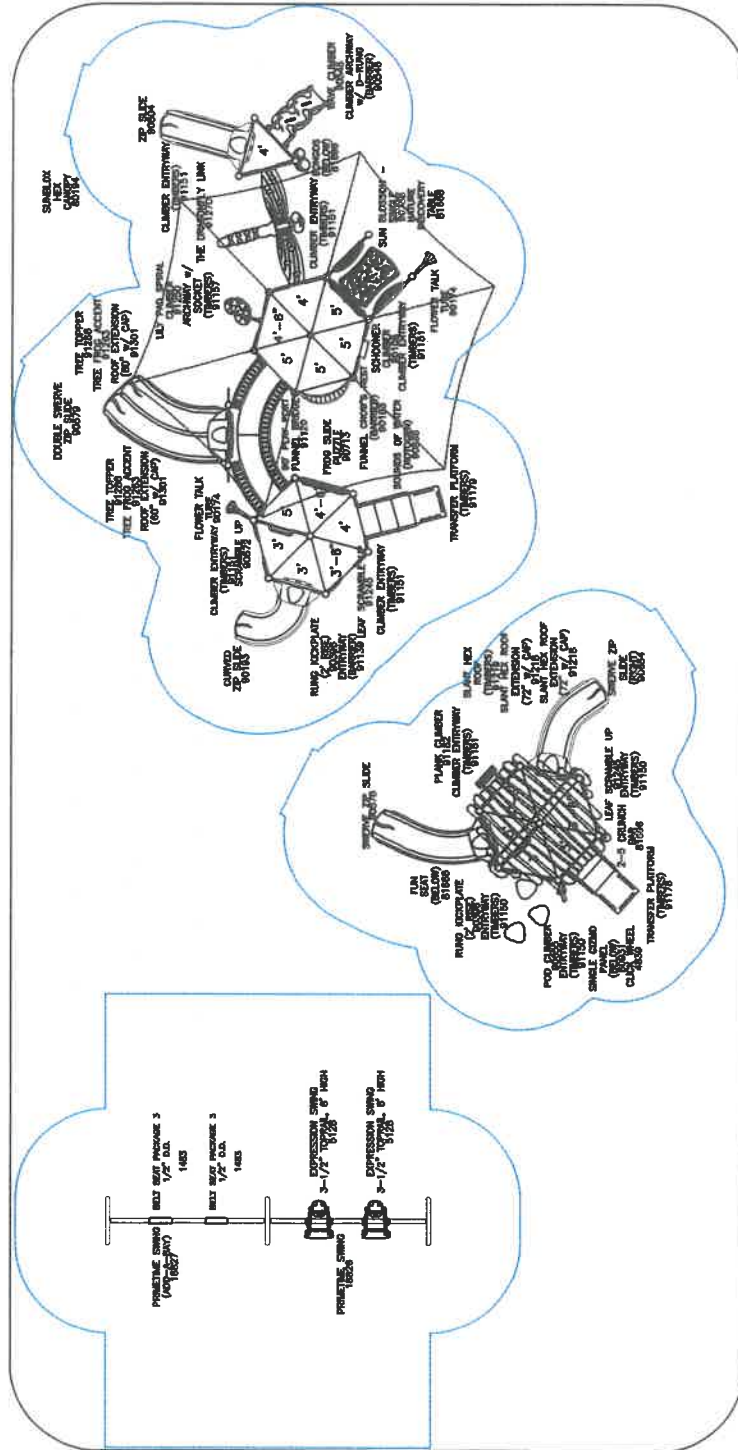












Sales Representative
 Tyler Kyriopoulos
 tyler@gwpark.com
 435-760-5103



IMPORTANT: Soil resilient surfacing is required for all play equipment, as specified for each type of equipment, and at depths to meet the conditions (fill heights) as specified by the U.S. Consumer Product Safety Council (ASTM standard F 1487 and Canadian Standard CANCSA-2614)

Minimum Area Required:
 Scale: N/A
 This drawing can be scaled only when in an 18" x 24" format

This play equipment is recommended for children ages 2-5 / 5-12

Total Elevated Play Components	1	Required	0
Total Elevated Play Components Accessible By Ramp	1	Required	0
Total Elevated Components Accessible By Transfer	1	Required	377
Total Accessible Ground Level Components Shown	225	Required	214
Total Different Types Of Ground Level Components	214	Required	177

This unit includes play events not shown in this drawing. All play equipment is specifically designed to meet the 2010 ADA Standards for Accessible Design.

Pleasant Valley Recreation
 & Park District
 Camarillo, CA
 Representative
 Great Western



150 PlayCore Drive SE
 Fort Payne, AL 35867
 www.jamtime.com



Great Western Recreation
 975 S. Hwy 89-91
 Logan, UT 84321
 435-245-5055
 www.gwpark.com

A PLAYCORE COMPANY

QUOTE
 #95023

08/20/2018

Nancy Bush Park Playground Renovation Option 1A 2018 Grant Pricing CWO

Pleasant Valley Recreation & Park District
 Attn: Bob Cerasuolo
 1605 E Burnley Street
 Camarillo, CA 93010
 Phone: 805-482-5396
 bobc@pvprpd.org

Project #: P69622
 Ship To Zip: 93010

Quantity	Unit	Description	Unit Price	Amount
1	RDU	Game Time - Custom 2-5 Playground	\$28,426.00	\$28,426.00
1	RDU	Game Time - Custom 5-12 Playground	\$74,357.00	\$74,357.00
1	RDU	Game Time - Swing Set	\$5,037.00	\$5,037.00
2	178749	Game Time - Owner's Kit	\$53.00	\$106.00
4850	PIP	GT-Impax - Poured in Place Surfacing, Delivered and Installed - ****List Price \$97,295.73, discounted per USC Contract	\$16.45	\$79,782.50
1	SS	4,850 sq ft, 8' CFH Includes Several 100% STANDARD epdm colors - TBD (Standard = Blue, Green, Beige, Terra Cotta) Design to include a wavy river design through center of pad, and several circular areas of alternating colors All to include Aromatic Binder, Prevailing Wages	\$915.00	\$915.00
1	INSTALL	GT-Impax - Site Security Game Time - Disposal of 2 structures and tire swing and benches	\$6,320.00	\$6,320.00
1	INSTALL	Game Time - Excavation and disposal of sand as needed	\$3,540.00	\$3,540.00
4850	INSTALL	Game Time - Construction of Substrate	\$4.75	\$23,037.50
1	INSTALL	Game Time - Installation of Playground Equipment	\$25,025.00	\$25,025.00



U.S.
 COMMUNITIES

Nancy Bush Park Playground Renovation Option 1A 2018 Grant Pricing CWO

QUOTE #95023

08/20/2018
SubTotal: \$246,546.00
Grant: (\$51,651.15)
Tax: \$4,079.93
Freight: \$5,600.00
Total Amount: \$204,574.78

Pricing is based on Grant 2018 pricing. Cash with Order. Must be ordered by October 31, 2018 and ship by December 31, 2018 in order to qualify for Grant pricing*

Part Number 91263 Tree Frog Accent will be obsolete 12/15/18.

Ship to Site Address:
1150 Bradford Ave
Camarillo, CA 93010

*Freight charges are based on listed zip code and are subject to change, if shipping information changes.

Customer is responsible for offloading.

Prevailing Wages
CSLB# 855664/DIR # 1000015526
Contract: USC

***Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western Recreation. Checks should also be made payable to Gametime C/O Great Western Recreation**



Nancy Bush Park Playground Renovation Option 1A 2018 Grant Pricing CWO

QUOTE
#95023

08/20/2018

Payment Options

Credit Orders - Complete a Gametime Credit Application in order to receive approved credit. Allow 7-10 business days for processing time. An order deposit may be required.

Credit Card Orders - Visa, Mastercard, or American Express. Your credit card will be charged by Gametime.

Cash on Delivery(COD) - Cashiers Check ONLY made out to Gametime C/O of Great Western

This quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime, c/o Great Western. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services.

Pricing: f.o.b. factory, firm for 10 days from date of quotation.

Payment terms: payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. **Damaged goods and/or shortages must be reported within 30 days of receipt of shipment in order to receive full credit. Please inspect and inventory all items received and list all damaged and missing goods on the bill of lading provided by the freight driver. Credit will not be given on items reported outside the 30 day time period.**

Freight charges: Prepaid and added at time of invoicing.

Taxes: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Receipt of goods: Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions. Unless specifically included, this quotation also excludes drawings and permits. This quotation also excludes impact testing and independent audits unless specifically included.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Game Time designs and specifications are unique and not intended to be identical in all respects to other manufacturers. When requested we shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Site Dimensions: Confirmation of final site dimensions and use zones are the responsibility of the owner.

Use Zones: Use zones shown are minimum safety zones required and should be clear of any overhead obstructions and any other encroachments. Please refer to ASTM 1487-07 a e1 for additional information regarding using zones and placement of playground equipment.



Nancy Bush Park Playground Renovation Option 1A 2018 Grant Pricing CWO

QUOTE #95023

08/20/2018

***Orders cannot be processed without color options. Please list your color choice below.

Color Palette Name _____

Enter Desired Custom Colors:

Uprights (Metal): _____ Decks: _____

Accents/Arches (Metal): _____ Plastics: _____

Roofs: _____ Rock Plastics: _____

Handgrips: _____ Tubes (Plastic): _____

HDPE: _____ 2 Color HDPE: _____

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O GREAT WESTERN RECREATION.

Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Order Information:

Bill To: _____ Ship To: _____

Company: _____ Contact: _____

Billing Contact: _____ Address: _____

Address: _____ City, State, Zip: _____

City, State, Zip: _____ Tel: _____

Tel: _____ Email: _____

Email: _____

SITE: _____

Address: _____

City, State, Zip: _____

Customer Signature: _____

*TO ENSURE WE HAVE ALL THE CORRECT INFORMATION, PLEASE COMPLETELY FILL OUT THE ORDER INFORMATION ABOVE!!





A PLAYCORE Company

Great Western Recreation
 975 S. Hwy 89-91
 Logan, UT 84321
 435-245-5055
 www.gwpark.com

QUOTE
 #95041

08/20/2018

Nancy Bush Park Playground Renovation Option 1B 2018 Grant Pricing

Pleasant Valley Recreation & Park District
 Attn: Bob Cerasuolo
 1605 E Burnley Street
 Camarillo, CA 93010
 Phone: 805-482-5396
 bobc@pvrrpd.org

Project #: P69622
 Ship To Zip: 93010

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - Custom 2-5 Playground	\$28,426.00	\$28,426.00
1	RDU	Game Time - Custom 5-12 Playground	\$74,357.00	\$74,357.00
1	RDU	Game Time - Swing Set	\$5,037.00	\$5,037.00
2	178749	Game Time - Owner's Kit	\$53.00	\$106.00
4850	PIP	GT-Impax - Poured in Place Surfacing, Delivered and Installed - ****List Price \$97,295.73, discounted per USC Contract 4,850 sq ft, 8' CFH Includes Several 100% STANDARD epdm colors - TBD (Standard = Blue, Green, Beige, Terra Cotta) Design to include a wavy river design through center of pad, and several circular areas of alternating colors All to include Aromatic Binder, Prevailing Wages	\$16.45	\$79,782.50
1	SS	GT-Impax - Site Security	\$915.00	\$915.00
1	INSTALL	Game Time - Disposal of 2 structures and tire swing and benches	\$6,320.00	\$6,320.00
1	INSTALL	Game Time - Excavation and disposal of sand as needed	\$3,540.00	\$3,540.00
4850	INSTALL	Game Time - Construction of Substrate	\$4.75	\$23,037.50
1	INSTALL	Game Time - Installation of Playground Equipment	\$25,025.00	\$25,025.00



Nancy Bush Park Playground Renovation Option 1B 2018 Grant Pricing

**QUOTE
#95041**

08/20/2018

****Pricing is based on Grant 2018 pricing. Must be ordered by October 31, 2018 and ship by December 31, 2018 in order to qualify for Grant pricing*****

SubTotal:	\$246,546.00
Grant:	(\$40,748.90)
Tax:	\$4,870.34
Freight:	\$5,600.00
Total Amount:	\$216,267.44

Part Number 91263 Tree Frog Accent will be obsolete 12/15/18.

Ship to Site Address:
1150 Bradford Ave
Camarillo, CA 93010

*Freight charges are based on listed zip code and are subject to change, if shipping information changes.

Customer is responsible for offloading.

Prevailing Wages
CSLB# 855664/DIR # 1000015526
Contract: USC

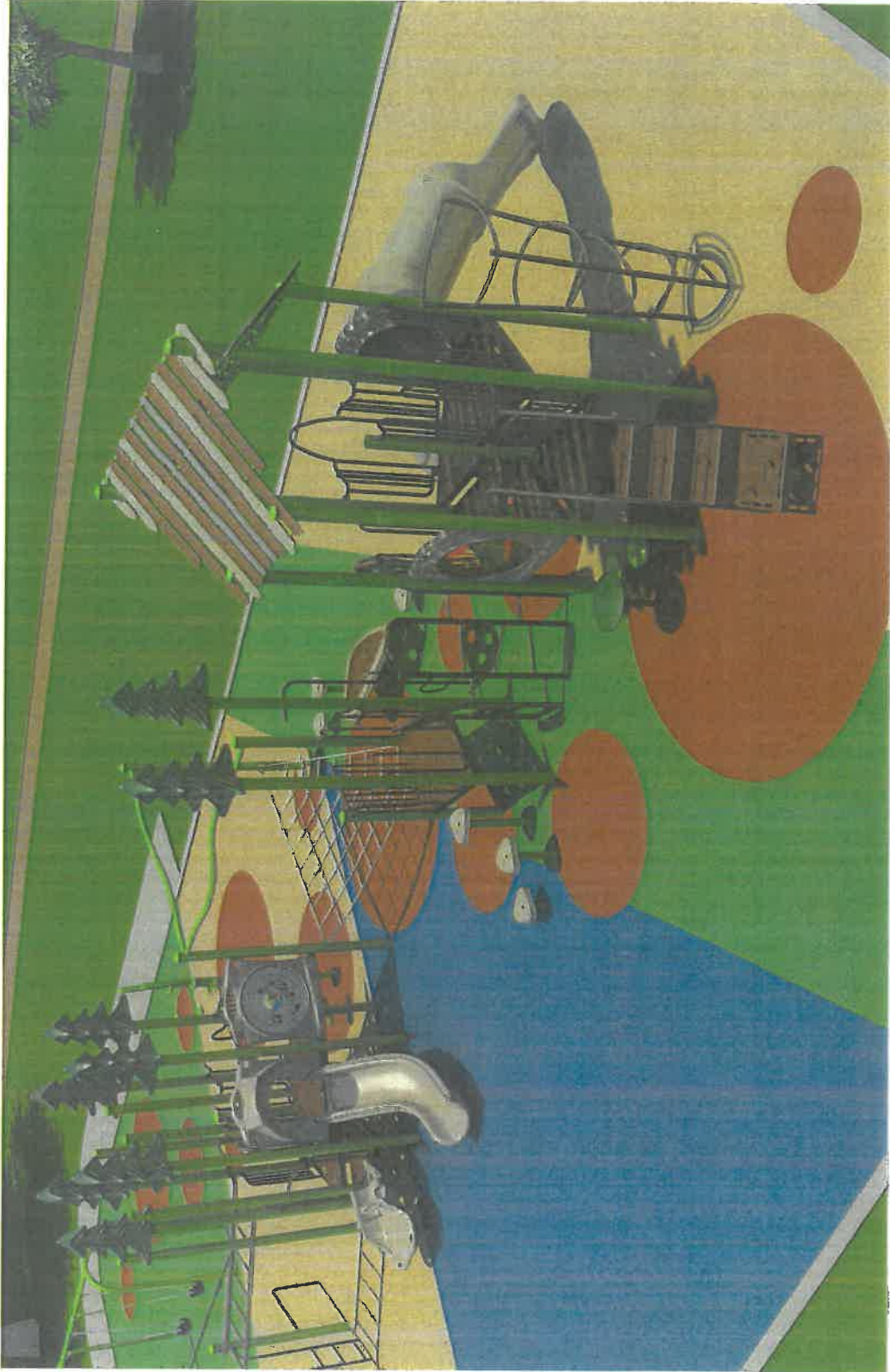
*****Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western Recreation. Checks should also be made payable to Gametime C/O Great Western Recreation****



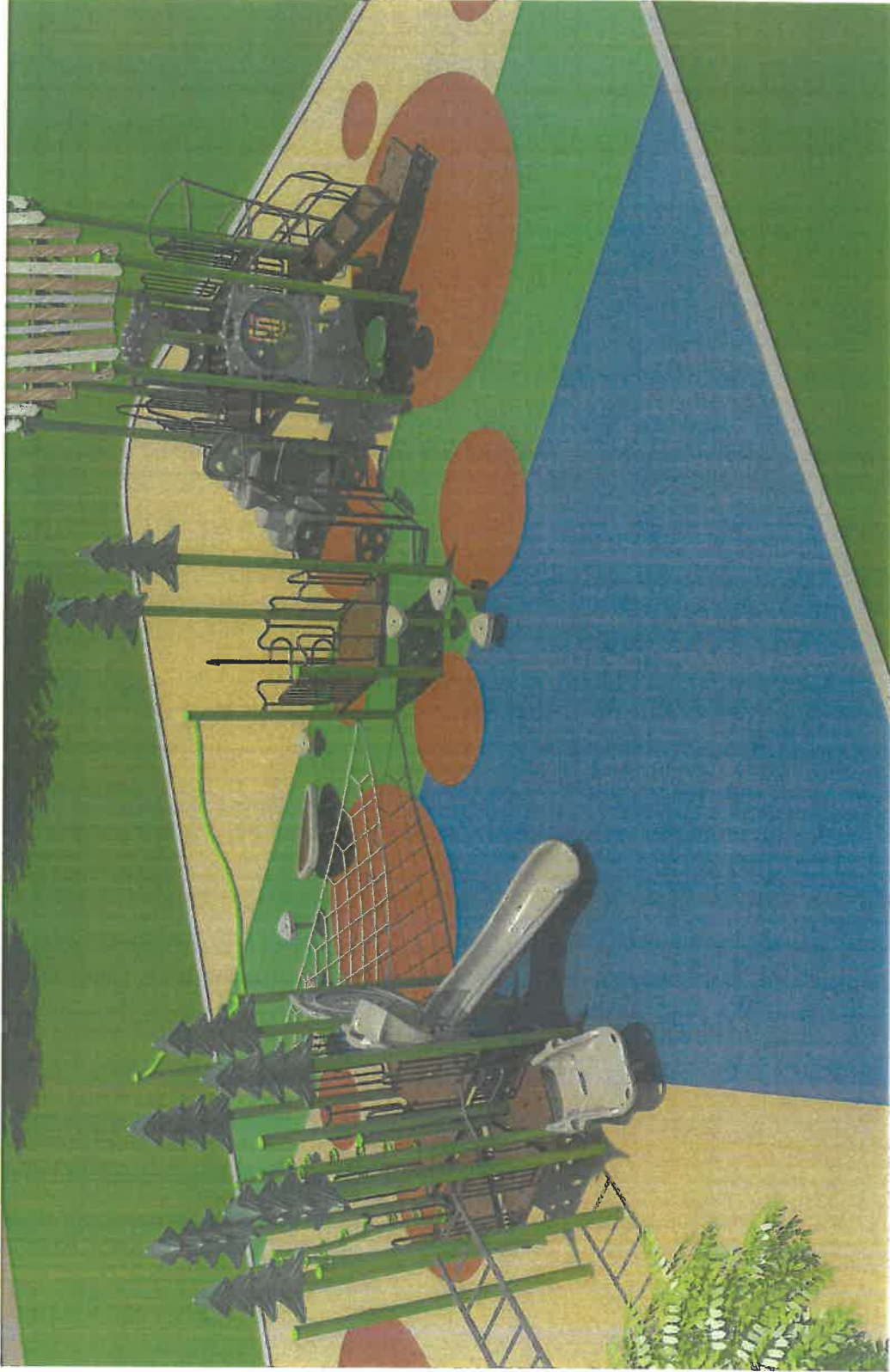


Camarillo, CA

Nancy Bush Park Playground Option 4 A 2018 Grant CWO

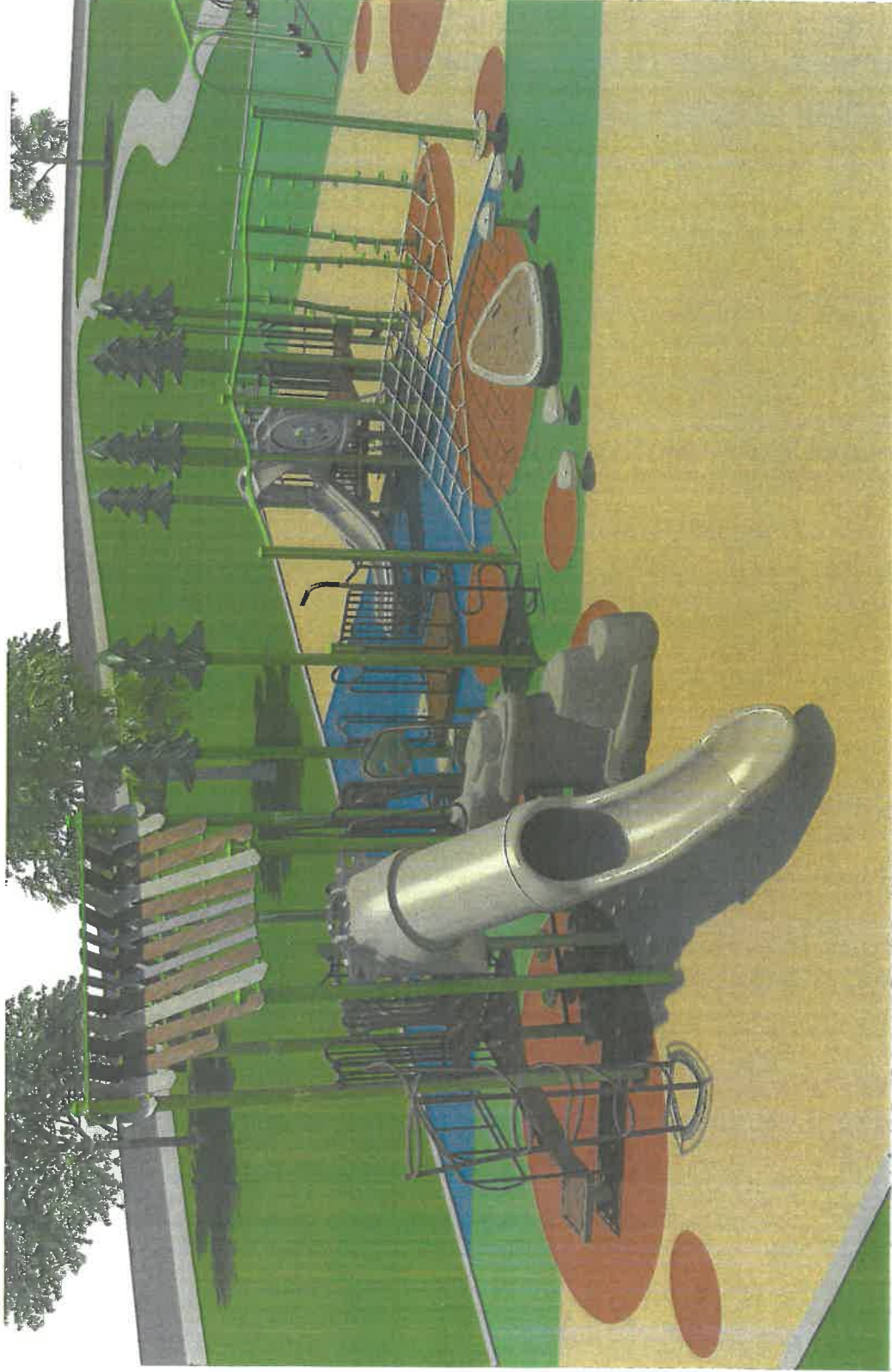


Great Western Recreation | Tyler Kyriopoulos 435-760-5103 tyler@gwpark.com



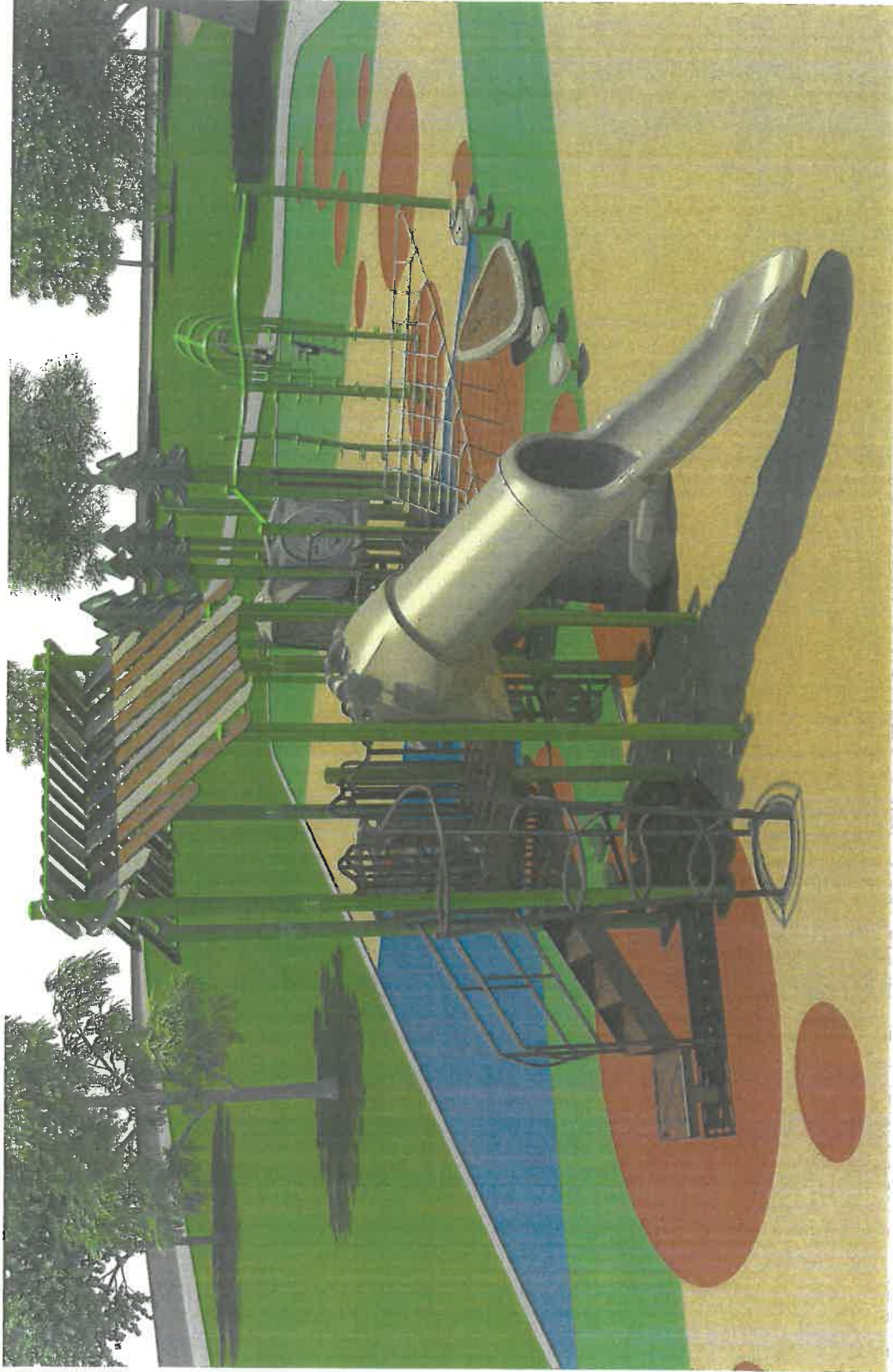




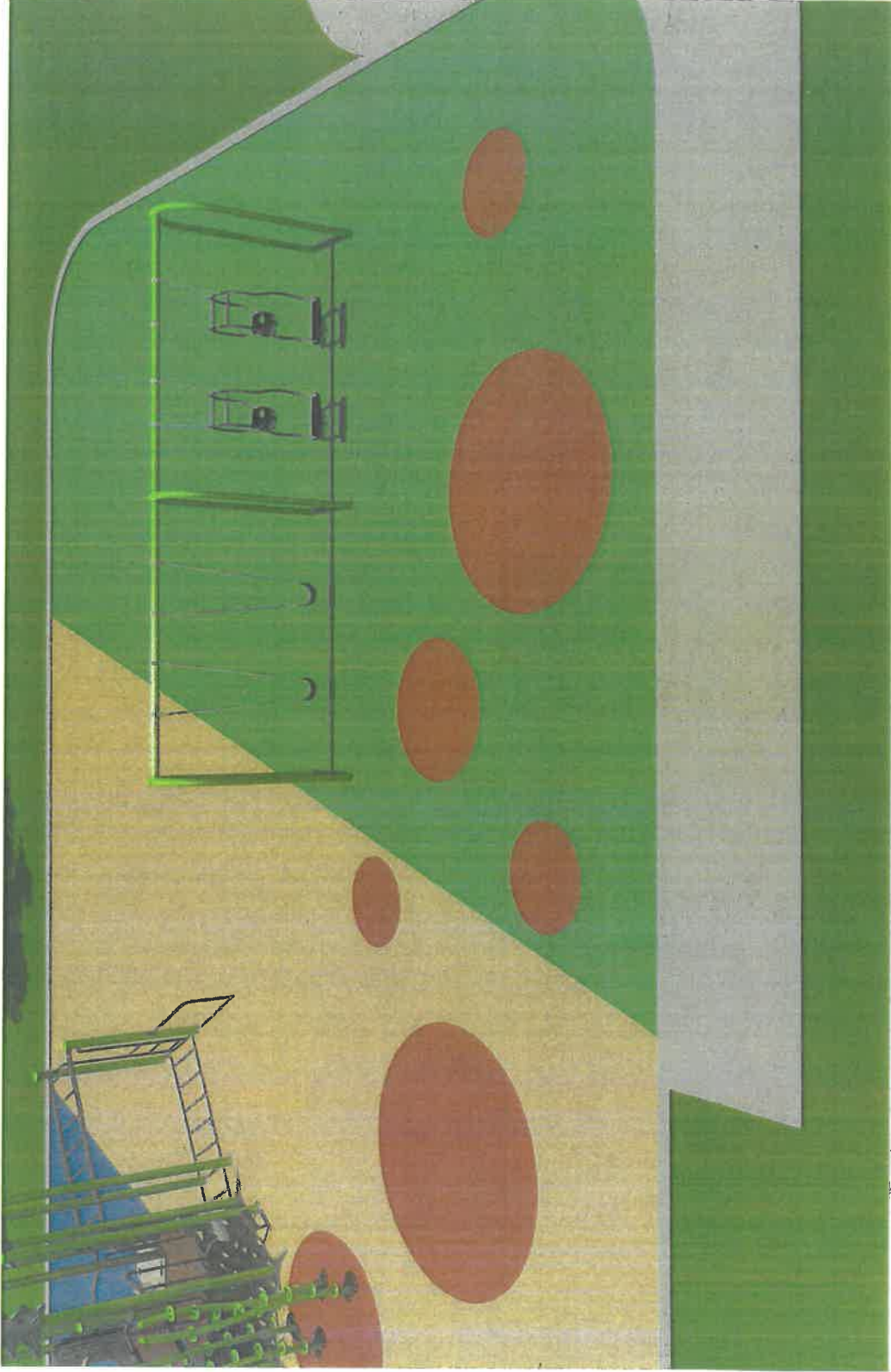


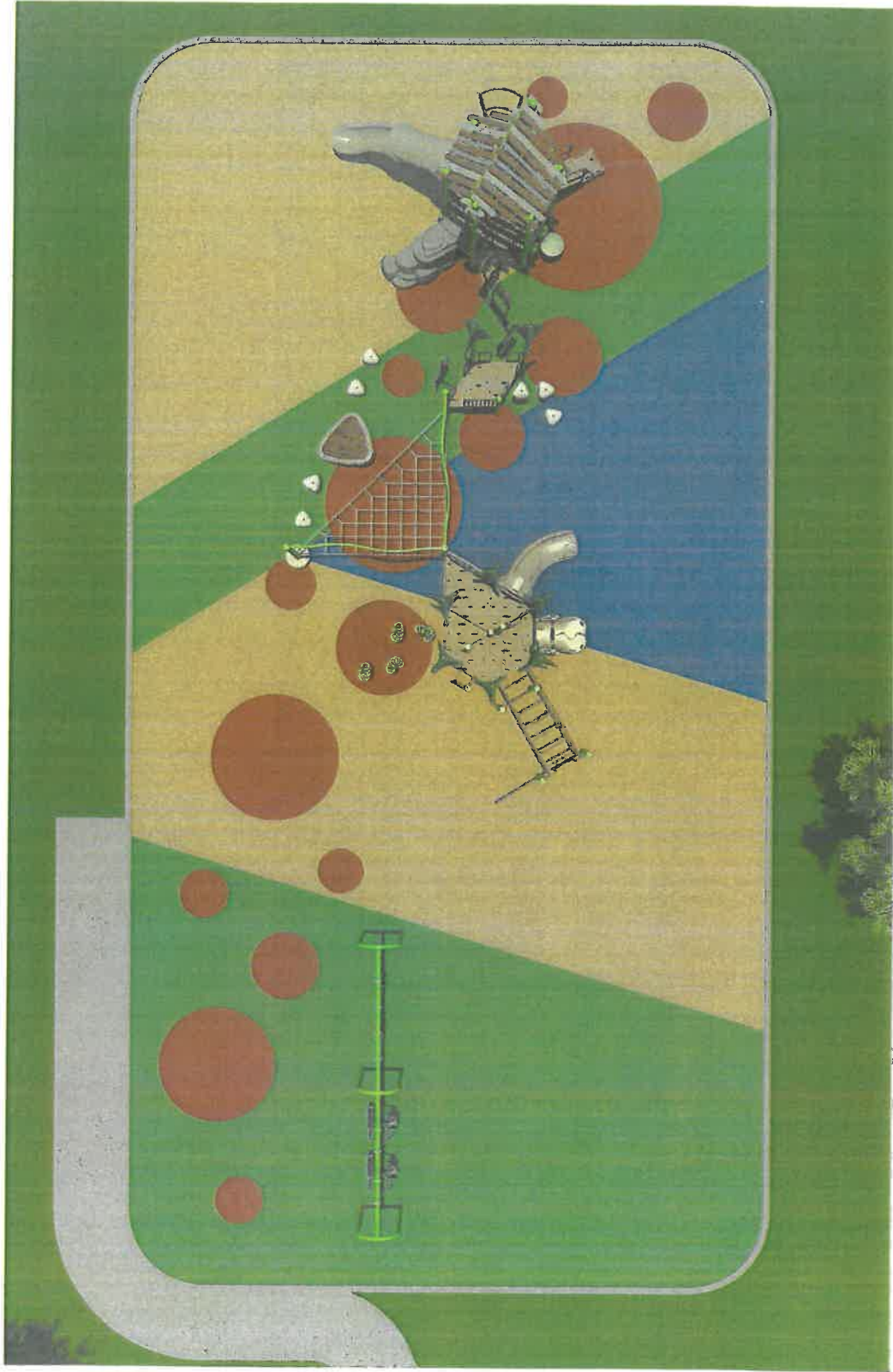
Camarillo, CA

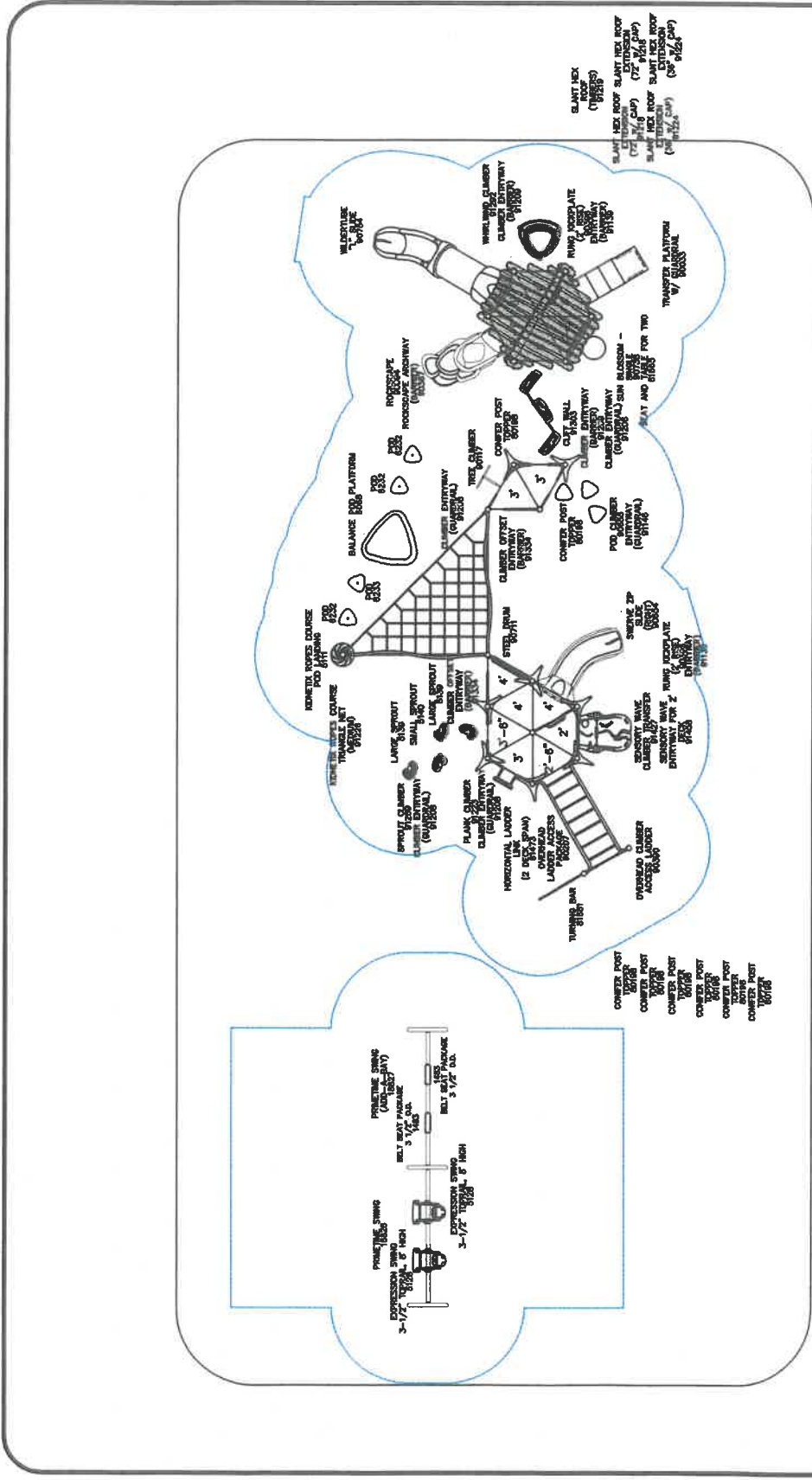
Nancy Bush Park Playground Option 4 2018 Grant CWO



Great Western Recreation | Tyler Kyriopoulos 435-760-5103 tyler@gwypark.com







Sales Representative
 Tyler Kyrpoulos
 tkyr@pvpark.com
 405-760-5103



Drawn By:
 CZ
 Date:
 7/23/18
 Drawing Name:
 Nany Bush Option 4

IMPORTANT! Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, as specified by the manufacturer. Critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F-148 and Canadian Standard CAN298-5.11.

Minimum Area Required:
 Scale: N/A
 This drawing can be scaled only when in an 18" x 24" format.

This play area is recommended for children ages 2-12.

Total Elevated Play Components	12	0	Required
Total Elevated Play Components Accessible By Ramp	0	Required	6
Total Elevated Components Accessible By Transfer	10	Required	6
Total Accessible Ground Level Components Shown	4	Required	4
Total Different Types Of Ground Level Components	4	Required	3

This unit includes play events and routes of travel, 2010 ICC A117.1 (Americans with Disabilities Act) Standards for Accessible Design.

Pleasant Valley Recreation & Park District
 Camarillo, CA
 Representative
 Great Western



Great Western
 150 PlayCore Drive SE
 Fort Payne, AL 35967
 3302.greatwestern.com



Great Western Recreation
 975 S. Hwy 89-91
 Logan, UT 84321
 435-245-5055
 www.gwpark.com

A PLAYCORE COMPANY

QUOTE
 #95027

08/20/2018

Nancy Bush Park Playground Renovation Option 4A 2018 Grant Pricing CWO

Pleasant Valley Recreation & Park District
 Attn: Bob Cerasuolo
 1605 E Burnley Street
 Camarillo, CA 93010
 Phone: 805-482-5396
 bobc@pvprpd.org

Project #: P69622
 Ship To Zip: 93010

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - Custom Playground	\$86,548.00	\$86,548.00
1	RDU	Game Time - Swing Set	\$5,037.00	\$5,037.00
1	178749	Game Time - Owner's Kit	\$53.00	\$53.00
4850	PIP	GT-Impax - Poured in Place Surfacing, Delivered and Installed - ***List Price \$97,295.73, discounted per USC Contract 4,850 sq ft, 8' CFH Includes Several 100% STANDARD epdm colors - IBD (Standard = Blue, Green, Beige, Terra Cotta) Design to include a wavy river design through center of pad, and several circular areas of alternating colors All to include Aromatic Binder, Prevailing Weages	\$16.45	\$79,782.50
1	SS	GT-Impax - Site Security	\$915.00	\$915.00
1	INSTALL	Game Time - Disposal of 2 structures and tire swing and benches	\$6,320.00	\$6,320.00
1	INSTALL	Game Time - Excavation and disposal of sand as needed	\$3,540.00	\$3,540.00
4850	INSTALL	Game Time - Construction of Substrate	\$4.75	\$23,037.50
1	INSTALL	Game Time - Installation of Playground Equipment	\$22,750.00	\$22,750.00



Nancy Bush Park Playground Renovation Option 4A 2018 Grant Pricing CWO

QUOTE #95027

08/20/2018	
SubTotal:	\$227,983.00
Grant:	(\$37,351.48)
Tax:	\$3,935.77
Freight:	\$5,624.90
Total Amount:	\$200,192.19

Pricing is based on Grant 2018 pricing. Cash with Order. Must be ordered by October 31, 2018 and ship by December 31, 2018 in order to qualify for Grant pricing

Part Number 91226 Triangle Net will be obsolete on December 15, 2018.

Ship to Site Address:
1150 Bradford Ave
Camarillo, CA 93010

*Freight charges are based on listed zip code and are subject to change, if shipping information changes.

Customer is responsible for offloading.

Prevailing Wages

CSLB# 855664/DIR # 1000015526

Contract: USC

***Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western Recreation. Checks should also be made payable to Gametime C/O Great Western Recreation**



Nancy Bush Park Playground Renovation Option 4A 2018 Grant Pricing CWO

QUOTE
#95027

08/20/2018

Payment Options

Credit Orders - Complete a Gametime Credit Application in order to receive approved credit. Allow 7-10 business days for processing time. An order deposit may be required.

Credit Card Orders - Visa, Mastercard, or American Express. Your credit card will be charged by Gametime.

Cash on Delivery(COD) - Cashiers Check ONLY made out to Gametime C/O of Great Western

This quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime, c/o Great Western. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services.

Pricing: f.o.b. factory, firm for 10 days from date of quotation.

Payment terms: payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. **Damaged goods and/or shortages must be reported within 30 days of receipt of shipment in order to receive full credit. Please inspect and inventory all items received and list all damaged and missing goods on the bill of lading provided by the freight driver. Credit will not be given on items reported outside the 30 day time period.**

Freight charges: Prepaid and added at time of invoicing.

Taxes: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Receipt of goods: Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions. Unless specifically included, this quotation also excludes drawings and permits. This quotation also excludes impact testing and independent audits unless specifically included.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. When requested we shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Site Dimensions: Confirmation of final site dimensions and use zones are the responsibility of the owner.

Use Zones: Use zones shown are minimum safety zones required and should be clear of any overhead obstructions and any other encroachments. Please refer to ASTM 1487-07 a e1 for additional information regarding using zones and placement of playground equipment.



Nancy Bush Park Playground Renovation Option 4A 2018 Grant Pricing CWO

QUOTE #95027

08/20/2018

***Orders cannot be processed without color options. Please list your color choice below.

Color Palette Name _____

Enter Desired Custom Colors:

Uprights (Metal): _____ Decks: _____

Accents/Arches (Metal): _____ Plastics: _____

Roofs: _____ Rock Plastics: _____

Handgrips: _____ Tubes (Plastic): _____

HDPE: _____ 2 Color HDPE: _____

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O GREAT WESTERN RECREATION.

Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Order Information:

Bill To: _____ Ship To: _____

Company: _____ Contact: _____

Billing Contact: _____ Address: _____

Address: _____ City, State, Zip: _____

City, State, Zip: _____ Tel: _____

Tel: _____ Email: _____

Email: _____

SITE: _____

Address: _____

City, State, Zip: _____

Customer Signature: _____

*TO ENSURE WE HAVE ALL THE CORRECT INFORMATION, PLEASE COMPLETELY FILL OUT THE ORDER INFORMATION ABOVE!!





A PLAYCORE Company

Great Western Recreation
975 S. Hwy 89-91
Logan, UT 84321
435-245-5055
www.gwpark.com

QUOTE
#95054

08/20/2018

Nancy Bush Park Playground Renovation Option 4B 2018 Grant Pricing

Pleasant Valley Recreation & Park District
Attn: Bob Cerasuolo
1605 E Burnley Street
Camarillo, CA 93010
Phone: 805-482-5396
bobc@pvrrpd.org

Project #: P69622
Ship To Zip: 93010

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - Custom Playground	\$86,548.00	\$86,548.00
1	RDU	Game Time - Swing Set	\$5,037.00	\$5,037.00
1	178749	Game Time - Owner's Kit	\$53.00	\$53.00
4850	PIP	GT-Impax - Poured in Place Surfacing, Delivered and Installed - ****List Price \$97,295.73, discounted per USC Contract 4,850 sq ft, 8' CFH Includes Several 100% STANDARD epdm colors - TBD (Standard = Blue, Green, Beige, Terra Cotta) Design to include a wavy river design through center of pad, and several circular areas of alternating colors All to include Aromatic Binder, Prevailing Wages	\$16.45	\$79,782.50
1	SS	GT-Impax - Site Security	\$915.00	\$915.00
1	INSTALL	Game Time - Disposal of 2 structures and tire swing and benches	\$6,320.00	\$6,320.00
1	INSTALL	Game Time - Excavation and disposal of sand as needed	\$3,540.00	\$3,540.00
4850	INSTALL	Game Time - Construction of Substrate	\$4.75	\$23,037.50
1	INSTALL	Game Time - Installation of option #4	\$22,750.00	\$22,750.00



Nancy Bush Park Playground Renovation Option 4B 2018 Grant Pricing

**QUOTE
#95054**

08/20/2018

****Pricing is based on Grant 2018 pricing. Must be ordered by October 31, 2018 and ship by December 31, 2018 in order to qualify for Grant pricing*****

SubTotal:	\$227,983.00
Grant:	(\$30,969.40)
Tax:	\$4,398.47
Freight:	\$5,624.90
Total Amount:	\$207,036.97

Part Number 91226 Triangle Net will be obsolete on December 15, 2018.

Ship to Site Address:
1150 Bradford Ave
Camarillo, CA 93010

*Freight charges are based on listed zip code and are subject to change, if shipping information changes.

Customer is responsible for offloading.

Prevailing Wages
CSLB# 855664/DIR # 1000015526
Contract: USC

*****Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western Recreation. Checks should also be made payable to Gametime C/O Great Western Recreation****



RESOLUTION NO. 601

**A RESOLUTION OF PLEASANT VALLEY RECREATION AND PARK DISTRICT
AUTHORIZING DISTRICT STAFF TO APPLY FOR GRANT FUNDING FROM
GREAT WESTERN RECREATION/GAMETIME FOR THE PURPOSE OF
PURCHASING REPLACEMENT PLAYGROUND EQUIPMENT AND FINDING THAT
IT IS REASONABLY FORESEEABLE THAT INHABITANTS OF THE AMLI
SUBDIVISION WILL USE PLANNED FACILITIES**

WHEREAS, there is an established need to replace the playground equipment located at Nancy Bush Park, and

WHEREAS, Great Western Recreation and GameTime are partnered to provide monetary grants to agencies purchasing playground equipment, and

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

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

WHEREAS, the AMLI Spanish Hills development has paid a Park Land in-lieu fee in the amount of \$615,709, and

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

WHEREAS, Nancy Bush Park is the nearest park to the AMLI development with a combination of public restrooms, picnic facilities, BBQ facilities, and children's play equipment, which all encourage passive public use.

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

- 1) District Staff is authorized to apply for a monetary grant from Great Western Recreation/GameTime for the purpose of purchasing replacement playground equipment for Nancy Bush Park, and
- 2) The District finds that it is reasonably foreseeable that inhabitants of the AMLI Spanish Hills subdivision will use these facilities and therefore directs Staff to expend AMLI Spanish Hills Quimby fees for the purpose of purchasing new playground equipment for Nancy Bush Park.

This resolution was adopted on October 3, 2018.

Ayes:

Noes:

Absent:

Mark Malloy, Chairman, PVRPD Board of Directors

ATTESTED:

Elaine Magner, Secretary, PVRPD Board of Directors

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

TO: BOARD OF DIRECTORS

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

DATE: October 3, 2018

**SUBJECT: CONSIDERATION AND AUTHORIZATION FOR THE
GENERAL MANAGER TO PURCHASE AND ORDER
THE INSTALLATION OF REPLACEMENT POOL
SLIDE COMPONENTS FROM NATURAL STRUCTURES**

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into an agreement with Natural Structures to purchase and order the installation of the necessary pool slide tower replacement parts to maintain its structural integrity.

BACKGROUND

Pleasant Valley Aquatic Center has a 25-meter recreation/therapeutic pool which was built and opened to the public in the late 1960's. This is one of the most frequently used facilities in the District. The pool operates seven days per week for approximately 15 hours per day and is used by thousands of people annually. The Aquatic Center has undergone many renovations and upgrades over its 50 years of operation with the most extensive one in 2007 when the pool underwent a significant renovation where:

- new concrete decking and deck drainage was installed
- all underground pool suction and return plumbing from the pool to pump mechanical room was replaced and the pump pit was reconfigured and re-plumbed to include a new basket strainer
- the plaster and tiles were completely removed and replaced along with new wall ladder inserts with handrails and underwater lights
- a 12-foot-high spiral with a total slide run of 65 feet was installed.

The Aquatic Center's spiral slide has been a favorite feature of the Aquatic Center contributing to the Center's popularity. The pool slide is 11 years old and has held up fairly well up to this point considering the harsh corrosive environment of an indoor pool facility. When the slide was initially sold to the District it was given a life expectancy of approximately 10 years for an indoor pool facility. The current slide tower is constructed of powder coated mild steel which in a normal indoor facility would last many years.

However, an indoor pool environment such as the Aquatic Center is inherently corrosive to mild steel because the constant pool off-gassing of ammonias (a chlorine oxidization byproduct) coupled with high humidity. Staff has done an excellent job maintaining the slide over the past 11 years with scheduled maintenance and annual anti-corrosion treatments, but there is still corrosion. The structural supports have developed some structural weak points and through thorough inspections, staff has determined which structural components require replacement.

During the FY 2018-2019 budget development, staff identified the Aquatic Center's pool slide refurbishment/replacement as a necessary Capital Improvement Project and requested \$40,000.00 to complete this project. This project was funded with the Board's adoption of this year's fiscal budget and Capital Improvement Project Plan and funds were allocated in the amount of \$40,000.00 to complete the project.

ANALYSIS

The Aquatic Center's slide is manufactured by Natural Structures of Baker City, Oregon. Natural Structures specializes in pool slides and sells their products direct to the consumer. Because the parts are not interchangeable with other manufacturers, the District can sole source the procurement of the replacement parts directly with the manufacturer.

Staff has received quotes from Natural Structures that include metal type and corrosion resistant options. The table below summarizes costs of the different options.

Option	Description	Specifications	Price Each	Total with tax and freight	Total with teardown and installation
1	Deluxe Series Replacement Tower 07-P060 Stainless Steel /Hot Dipped Galvanized mild-steel tower posts with thermal plastic coating	Tower guardrails, walls, bracing, deck frame are made of stainless steel. Stairs decks, and stair treads, tread rails are made of aluminum. 6"x6" tower posts hot dipped galvanized and are polyester powder coated 3-5 mils over a chemical resistant Aqua-Kote® for a total coating of approximately 8 mil thick. <u>*Highest corrosion protection available</u>	\$33,522.00	\$39,021.00	\$56,069.00 ((\$18,238))
2	North Star Series Hot Dipped Galvanized mild-steel tower posts with thermal plastic coating	All metal is mild-steel and is polyester powder coated 3-5 mils over a chemical resistant Aqua-Kote® for a total coating of approximately 8 mil thick	\$29,293.00	\$33,249.00	\$47,411.00

NOTE: On all options: Stairs decks, and stair treads, tread rails are made of aluminum materials

Staff originally estimated a budget of \$40,000 for this project however since those estimates were generated, some uncontrolled factors have affected the pricing of the equipment. These factors include the following:

- Price increase of steel
- Manufacturer redesign of staircases and staircase platforms for better corrosion resistance (change from mild steel to aluminum with a one-piece aluminum tread design)

The two options would be an improvement over the current equipment in its current condition, however, there should be special consideration of the corrosive environment that is inherent of an indoor pool when selecting the above-mentioned slide component options. Benefits of Option number one: 1) corrosion resistance, 2) longer life expectancy of equipment, 3) recommended by the manufacturer for indoor pool facilities and 4) save staff maintenance hours over the life of the equipment.

It is staff's plan to purchase the replacement slide components by October 2018 to ensure that materials will be received in December 2018.

FISCAL IMPACT

The funds in the amount of \$40,000.00 for this project has been allocated with adoption of the FY 2018-2019 budget. However, the final fiscal impact would be dependent on the Board's action.

STAFF RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into an agreement with Natural Structures to purchase and order the installation of the necessary pool slide tower replacement parts to maintain its structural integrity.

ATTACHMENTS

- 1) Natural Structures Quotes (2 pages)
- 2) Technical Specifications (2 pages)
- 3) General Information (2 pages)
- 4) Natural Structure Agreement (11 pages)



Parts Order
Quotation/Order Form

OPTION 1

Quote #
104.116.0918

Bill To: *Estimator*
Pleasant Valley Recreation and Park District
1605 East Burnley Street
Camarillo, CA 93010

Date: 5-Sep-18
Project: Pleasant Valley
Ship To: 1605 East Burnley Street
Camarillo, CA

Contact: Matt Parker
Phone:
Fax:
E mail: mparker@pvprd.org

93010
Site Contact:
Site Phone:
Customer PO#
Required Delivery Date:

Qty	Catalog #	Description	Price Each	Price Total
1		Deluxe Series Replacement Tower 07-P060	\$32,087.00	\$32,087.00
		Features		
	*	12' 3" Tower with 7/11 Stairs		
	*	(2) Additional Landings		
	*	316 Stainless Steel Fasteners		
1	PTG2-0282	Stainless steel leg band under	\$245.00	\$245.00
		Construction		
	*	Aluminum Construction Stair, landing and Deck platform with a textured thermal plastic coating, non-puddling, non slip design.		
	*	42" Tall Stair Handrails and Deck platform walls with vertical pickets spaced 4" on center or less.		
	*	Stainless Steel Base Plates on all Posts.		
	*	All steel is Stainless steel with exception of 4 tower posts, they are mild steel.		
	*	Stairs with 7" enclosed risers, 11" run an a 36" width with two landings.		
	Finishes>	Deluxe Series: All Stainless Steel is coated with thermal plastic Aqua-Plast Coating. Mild Steel Tower posts are coated with Chemical Resistant Aqua-Kote Undercoating and Polyester powder coat topcoat. Note: Platform and Stair Treads Are Coated with Textured Aqua Plast coating.		
1	Installation	Natural Structures factory installation of new tower and stairs at Ventura County, CA prevailing wage rates, subject to Natural Structures terms and conditions. Includes original tower tear down. NOTE THAT: Excludes Concrete work, Footings, Electrical, Plumbing and disposal of torn down tower materials.	\$18,238.00	\$18,238.00
1	Galvanized	Hot Dipped Galvanize (4) tower support posts with Aqua-Plast top coat.	\$1,190.00	\$1,190.00

This Quote Excludes: Concrete, Footings, Electrical, Plumbing and Installation

PLEASE NOTE: All products are shipped unassembled unless otherwise specified.

Natural Structures is not responsible for obtaining state and local permits.

Sub-Total **\$50,570.00**

Taxes by others unless specified. Delivery off loading by others

Forklift Recommended

Ventura County Sales Tax 7.25%

***Tax: **\$3,666.00**

TERMS **VISA/MasterCard Accepted**

Tax for product only excludes labor

Freight: **\$1,833.00**

\$18,689.67 1/3% Down O.A.C. (Balance due on receipt)

Freight on Board,

Applicable **Net 30 to Government Agencies**

Delivered to "93010" Total: **\$56,069.00**

\$1,517.10 3% cash with order discount on Sub Total

Scott Swanson Scott R. Swanson
Sales & Marketing Manager

Authorized Signature: _____
Client

Date: _____ Phone: _____

NATURAL STRUCTURES

REV.04.10 S.S.

PO Box 270, Baker City, OR 97814 PH: 800-252-8475 Fax: 541-523-5052
Email: scott@naturalstructures.com Website: www.naturalstructures.com



Parts Order
Quotation/Order Form

OPTION 2

Quote #
104.118.0918

QUOTE IS VALID FOR 15 DAYS FROM DATE

Bill To: *Estimator*
Pleasant Valley Recreation and Park District
1605 East Burnley Street
Camarillo, CA 93010

Date: 7-Sep-18
Project: Pleasant Valley
Ship To: 1605 East Burnley Street
Camarillo, CA
93010

Contact: Matt Parker
Phone: 805-482-5396
Fax:
E mail: mparker@pvrpd.org

Site Contact: SAME
Site Phone:
Customer PO#

Estimated ship date: 6 to 8 weeks from approved submittal

Required Delivery Date:

Qty	Catalog #	Description	Price Each	Price Total
1		North Star Series Replacement Tower 07-P060	\$24,972.00	\$24,972.00
		FEATURES		
	*	12' 3" Tower with 7/11 Stairs		
	*	(2) Additional Landings		
	*	304 Stainless Steel Fasteners		
1	PTG2-0282	Stainless steel leg band under	\$245.00	\$245.00
		Construction		
	*	Aluminum Construction Stair, landing and Deck platform with a textured thermal plastic coating, non-puddling, non slip design.		
	*	42" Tall Stair Handrails and Deck platform walls with vertical pickets spaced 4" on center or less.		
	*	Stainless Steel Base Plates on all Posts.		
	*	Stairs with 7" enclosed risers, 11" run on a 36" width with two landings.		
	*	TGIC Polyester powder coat with Aqua Kote undercoat on All Steel.		
	*	North Star Series: All posts, guardrails, flume bands and flume leg supports are Mild Steel. The base plates on tower posts and flume legs are stainless steel.		
1	Installation	Natural Structures factory installation of new tower and stairs at Ventura County, CA prevailing wage rates, subject to Natural Structures terms and conditions. Includes original tower tear down. NOTE THAT: Excludes Concrete work, Footings, Electrical, Plumbing and disposal of torn down tower materials.	\$18,238.00	\$18,238.00
		Options		
1	<Upgrade>	Hot Dipped Galvanized and Aqua-Plast top coat all steel	\$4,076.00	\$4,076.00

This Quote Excludes: Concrete, Footings, Electrical, Plumbing and Installation

PLEASE NOTE: All products are shipped unassembled unless otherwise specified.

Natural Structures is not responsible for obtaining state and local permits.

Taxes by others unless specified. Delivery off loading by others

Forklift Recommended

Sub-Total **\$43,455.00**

Ventura County Sales Tax 7.25%

***Tax: **\$2,123.00**

Tax for product only excludes labor

TERMS VISA/MasterCard Accepted

Freight: **\$1,833.00**

\$15,803.67 1/3 Down O.A.C. (Balance due on receipt)

Freight on Board,

Applicable Net 30 to Government Agencies

Delivered to "93010" Total: **\$47,411.00**

\$1,303.65 3% cash with order discount on Sub Total

Scott R. Swanson: Scott R. Swanson
Sales & Marketing Manager

Authorized Signature: _____
Client

Date: _____

Phone: _____

REV. 8.04.10 S.S.

NATURAL STRUCTURES

PO Box 270, Baker City, OR 97814 PH: 800-252-8475 Fax: 541-523-5052
Email: scott@naturalstructures.com Website: www.naturalstructures.com

NATURAL STRUCTURES

30" Water Slide Specifications

Models 1615, 1616, 1625, 1628 and 9400 series Z Deck
(-07 is 7" Rise 11" Tread) (-08 is 8" Rise 18" Wide)

SLIDES ARE DESIGNED FOR COMMERCIAL USE IN PUBLIC AREAS

Natural Structures Water Slides meet or exceeds:

The Code of Federal Regulations, Commercial Practices, Chapter 16: Part 1207, as produced by the Consumer Product Safety Act Regulations in Washington, DC 20207
The Federal Register, Consumer Product Safety Commission, Part II, Swimming Pool Slides, January 19, 1976.

"World Water Park Association Considerations for Operating Safety", published by the World Water Park Association, 7474 Village Drive, Prairie Village, KS 66208

"Suggested Health & Safety Guidelines for Recreational Water Slide Flumes" US Dept. of Health & Human Services, Public Health Services, Center for Disease Control

- A. **Deluxe Series:** All walls, guardrails, flume bands, and flume legs are "**Stainless Steel.**" Finish is listed below. The 6" x 6" tower posts are "Mild Steel" with **Aqua-Kote*** a chemical resistant under coating. All stainless steel is type 304. Flat bar is A240. Pipe is grade A312.
- B. **North Star Series:** All posts, walls, guardrails, flume bands, flume legs are "Mild Steel". The base plates on tower posts and flume legs are stainless steel. Finish is listed below. Flat bar steel grade A36. Pipe is steel grade A53 or A120. Tubing is grade A500.

General Specifications

1. **POSTS:** (tower) are 3/16" x 6" x 6" square steel with welded tabs and end caps. The stainless steel base plates are 3/8" x 10" x 10".
Option: Hot dipped galvanized posts
2. **SLIDE FLUME:** is ultra violet stabilized, color impregnated polyethylene 30" I.D. with 0.375" thick wall.
3. **SLIDE SUPPORTS – SUPPORT ARM: (from flume post)** are 3 1/2" O.D. x 1/8" wall pipe with 2x2x3/16 angle support brace.
4. **CONNECTION ARM: (from the support arm to the flume)** is 2 3/8" O.D. schedule 40 pipe. All pipe is grade A53 or A120 stainless steel.

BOTTOM LEGS: are adjustable 2 3/8" O.D. Schedule 40 and 1 7/8" O.D. schedule 40. Bottom legs are stainless steel on the Deluxe and North Star series.

5. **HARDWARE FASTENERS:** for flume seams are 3/8" x 1 1/4" and 1 1/2" #304 stainless steel flat wafer head flume bolt, washer, and lock nuts. Anchor bolts are 1/2" x 3 3/4" stainless steel concrete wedge anchors. All tower, stair and flume hardware is stainless steel. All 3/8" stainless steel bolts have a minimum yield of 30,000 psi and a tensile strength of 90,000 psi.
Note: For pools with tile or other non-structural top surfaces, call Natural Structures' or your slide Representative.
6. **7/11 STAIRS** are manufactured from .100 5052-H32 Aluminum sheet. Stair side channels are 1/4" x 1 11/16 x 6 11/16 6061 Aluminum angle. Stairs are factory assembled in a single piece and ready for handrails. Railings are 42" high for the platform. The guardrails are 1.31" O.D. steel pipe with 5/8" O.D. 16-gauge uprights for the Deluxe & North Star Series and 5/8" solid bar for hot dipped galvanized applications. Stair and tower rungs are spaced for a

4" or less opening. Stairs are textured for safety. Risers are enclosed. Ends are slotted for drainage with additional drain holes in the center of stairway.

The 7/11 stairs are 7" rise, 11" tread, and 36" wide. Also available 48" & 60" wide.

08 Stairs: are 8" rise, 8" tread, 24" wide. The stairs on the 08 series are manufactured from .100 5052-H32 Aluminum sheet. Stair side channels are 1/4" x 1 11/16 x 6 11/16 6061 Aluminum angle. Stairs are factory assembled in a single piece and ready for handrails. Railings are 42" high for the platform. The guardrails are 1.31 O.D. steel pipe with 5/8" O.D. 16-gauge uprights for the Deluxe & North Star Series and 5/8" solid bar for hot dipped galvanized applications. Stair and tower rungs are spaced for a 4" or less opening. Stairs are textured for safety. Risers are enclosed. Ends are slotted for drainage.

Note: Finish on the 08 series stairs is 45-55 mils thick polyethylene copolymer-based thermoplastic coating, designed for maximum mechanical performance, impact resistance and ultra violet (UV) stability. This is applied after fabrication for durability. Note: This is a non-skid protective coating.

7. **VERTICAL STEEL RAILINGS:** are 5/8" OD 16-gauge uprights welded to 1 5/8" O.D. x 0.093" wall. Rungs are spaced for a 4" or less opening. Railings are 42" high.
8. **DECKS** are 6'x6', 8'x8', 8'x16', 12'x20', etc. Deck size will vary on the multi-flume slide platforms. The deck (walking surface) is slip resistant and fabricated of 1/8" 5052-H32 Aluminum Plate formed into planks 10 5/8" wide x 3" Tall. Planks are textured for slip resistance and safety. The planks are secured to a 5 x 3/16 "Z" member angle steel frame. Note: larger decks will use 5 x 1/4 or 6 x 1/4 "Z" members. The 6'x6' decks are used tower heights up to 18' 6".

FINISH:

Deluxe Series: All stainless steel components are polyester powder coated 3 -5 mils for color coordination. Tower and flume posts are powder coated over a chemical resistant Aqua-Kote* under coating for a total coating thickness of approximately 8 mil thick.

North Star Series: Mild steel components are polyester powder coated over a chemical resistant Aqua-Kote for a total coating of approximately 8 mil thick. **OPTION #1:** Hot dipped galvanized mild steel. **OPTION #2:** Hot dipped galvanized with polyester powder coat.

Walking Surfaces: All walking surfaces are 5052-H32 aluminum. This consists of stairs treads, landing treads, & tower treads. They are textured and Aqua-Plast coated which is a copolymer base thermoplastic coating designed for maximum mechanical performance, impact resistance and ultra violet (UV) stability. This is a non-skid protective coating.

9. **MOUNTING:** Slides are pool deck top mounted. **Note:** Larger anchor bolts may be required for tiled or sand leveled pool deck surface.

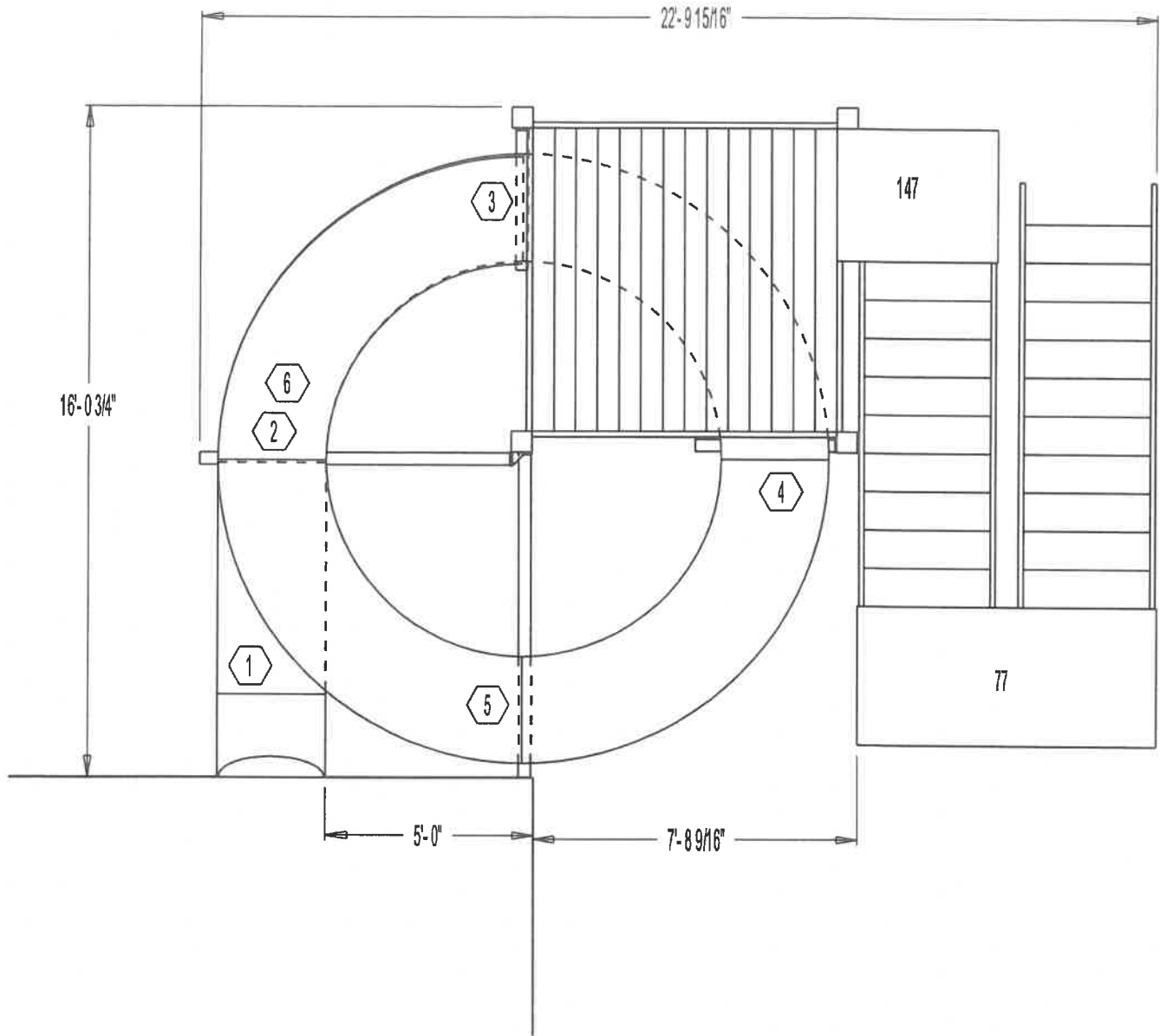
Aqua-Kote is a one-part, heat curable, thermosetting epoxy coating designed for corrosion protection of metal in harsh chemical and seawater environment. Polyester powder coating is applied over the Aqua-Kote for color coordination and ultra-violet protection.

Natural Structures

PO Box 270, Baker City, OR 97814

(541) 523-0224 Fax: (541) 523-0231

e-mail: info@naturalstructures.com www.naturalstructures.com Rev. 9/26/2011



~ PLAN VIEW ~

MODEL: 1615M-LH88C56-0736E00

SCALE: 1/4" = 1'

TOTAL RUN: 65' - 11" RIDE RUN

SIZE OF FLUME: 30" ID

SLIDE ENTRANCE HEIGHT: 12' - 9"

SLIDE PLATFORM HEIGHT: 12' - 3"

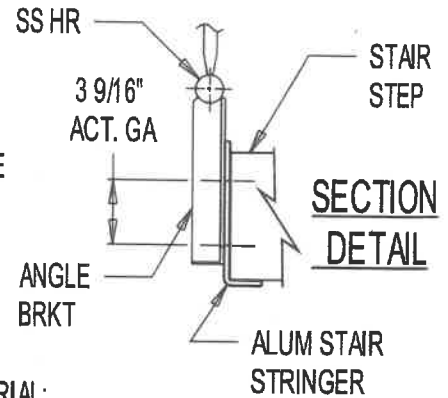
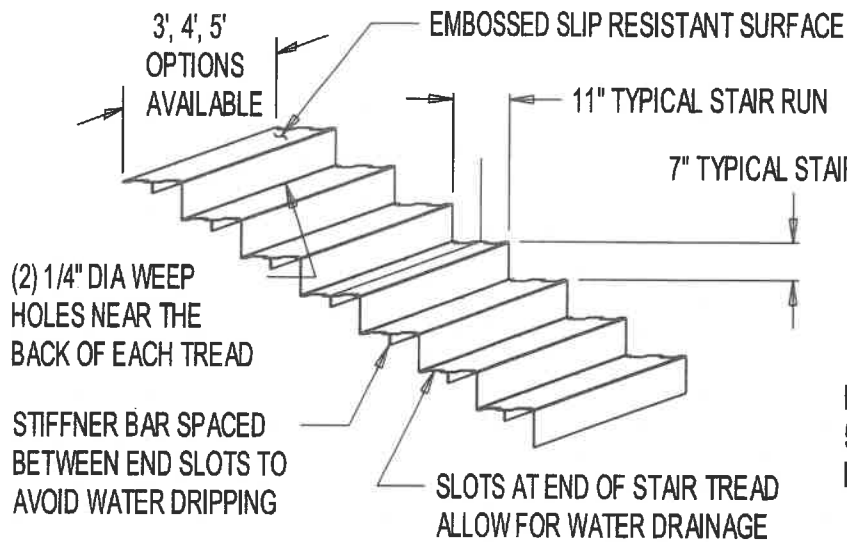
STAIR CONFIGURATION: 7" RISE, 11" RUN, 36" WIDE

SPACE REQUIREMENTS:

16' - 1" BY 22' - 10"

© 2006 REV. (4/19/07)

ALUMINUM STAIRS WITH HANDRAIL



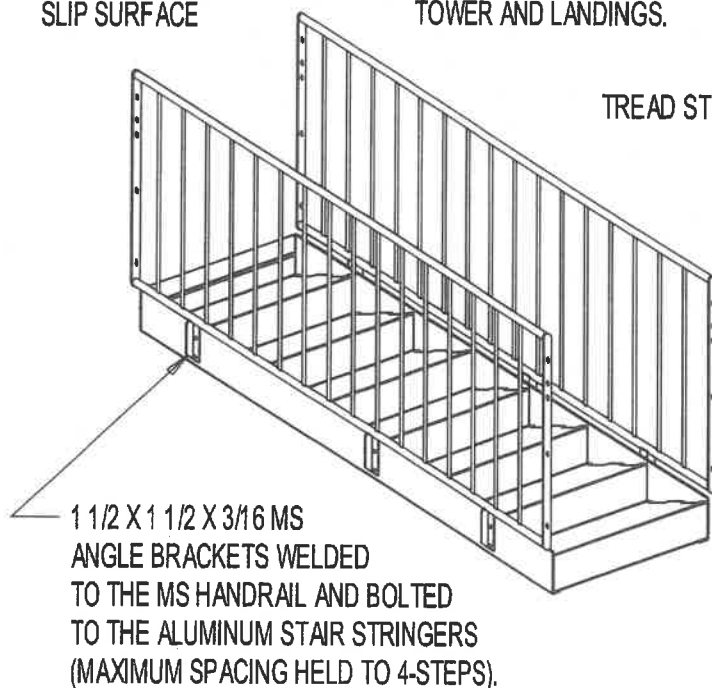
MATERIAL:
5052-H32 ALUMINUM SHEET
BROKEN TO CREATE BOTTOM FLANGE AS REQUIRED FOR UP TO EIGHTEEN STEPS.

ISOMETRIC OF ALUMINUM STEPS

NOTE:
TOP OF TREAD IS EMBOSSSED TO CREATE A NON-SLIP SURFACE

4 X 1/4 ALUM BARSTOCK WELDED ACROSS TOP OF STAIR STRINGERS FOR ATTACHMENT TO THE TOWER AND LANDINGS.

WELDS:
ALL ALUM. WELDING TO CONFORM TO AWS-D1.2 CODE



2 1/2 X 2 1/2 X 3/16 ALUMINUM ANGLE WELDED ACROSS BOTTOM OF STAIR STRINGERS FOR ATTACHMENT TO LANDINGS AND POOL DECK.

SECTION THRU CENTER OF STAIRS

NOTE:
ALUMINUM STAIR STEPS ARE SKIP WELDED TO STAIR STRINGERS (BOTH SIDES) TO MAKE AN ALL WELDED SINGLE UNIT STRUCTURE. THE POWDER IS AN "AQUA PLAST" THAT CREATES A TEXTURED SLIP RESISTANT SURFACE FINISH.

ISOMETRIC OF ALUMINUM STAIRS WITH HANDRAIL

CONTRACT FOR POOL SLIDE STRUCTURE TEARDOWN AND INSTALLATION AGREEMENT

PLEASANT VALLEY RECREATION & PARK DISTRICT

1605 E. Burnley Street
Camarillo, CA 93010
Telephone (805) 482-1996 - FAX (805) 482-3468

Important terms of this **Construction Work** ("Agreement") are printed on the following pages. For your protection, make sure that you read and understand all provisions before signing. The terms and conditions are incorporated in this document and will constitute a part of the contract between the parties when signed.

TO: Natural Structures
PO Box 270
Baker City, OR 97814
PH (800)-252-8475
Fax (541)-523-5052

DATE:

xx/xx/2018

Pleasant Valley Recreation & Park District ("District") retains Contractor, and Contractor agrees to perform the following work (the "work") per its attached proposal (incorporated herein) dated **xx/xx/2018**. In the event of any conflict between the terms of Contractor's proposal, the terms of this agreement shall govern.

DESCRIPTION OF WORK

Vendor will completely remove and re-install the pool slide structure with the newly purchased pool slide tower replacement parts as identified in the Natural Structures quotation #104.116.0918

Contract price: **\$18,238**
(Time and Materials)(Maximum Not-to-Exceed)
Completion date/Working Days Allowed: 10 working days

Instructions: Please sign and return both originals along with appropriate insurance documentation. Upon acceptance by District a copy will be signed and promptly returned to you. Insert below the names of your authorized on-site representatives.

**PLEASANT VALLEY RECREATION & PARK DISTRICT
POOL SLIDE STRUCTURE TEARDOWN AND INSTALLATION AGREEMENT
TERMS AND CONDITIONS**

Scope of Construction Work - Contractor shall diligently undertake and perform the construction work described in its proposal referenced above. District reserves the right in its discretion to award work outside the scope of Contractor's proposal to other contractors. Contractor represents and warrants that it, and applicable subcontractors, currently possesses the contractor's license(s) [REDACTED] required by the State of California for performance of the type of work to be undertaken pursuant to this Agreement. At all times during the term of this Agreement, Contractor shall maintain in good standing such license(s) with the State of California. This contract prohibits work by contractors or subcontractors who are ineligible under [Lab C §§1777.1](#) and [1777.7](#).

The District will compensate the Contractor for utilities relocation work not shown on the District's plans and agrees that liquidated damages shall not be imposed for any delay caused by the District's or a public utility's failure to provide for removal or relocation of utility facilities.

Term of Agreement - All work to be done under this contract shall be completed **within Ten (10) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Unless otherwise earlier terminated as specified elsewhere herein, this Agreement shall commence on the date first set forth above and shall expire on the completion date set forth above.

Liquidated Damages in the amount of **\$200/day** will apply to this project.

Authorized Representatives - Contractor shall not accept direction or orders from any person other than the District's General Manager or any District authorized representative(s) listed on the signature page hereto.

Payment Terms - District shall pay compensation to Contractor on a time and material reimbursement basis for a maximum not-to-exceed amount of **Eighteen Thousand, Two Hundred, Thirty-Eight Dollars (\$18,238)** in accordance with Contractor's proposal referenced above. District shall pay Contractor within thirty (30) days after receipt of an undisputed and properly submitted payment request from the contractor, with the exception of any disputed amount(s) which may be withheld until resolution of the dispute, or the District will pay Contractor interest at the legal rate on any delayed progress payment. Any payment request not to be a proper payment request suitable for payment shall be returned to Contractor as soon within 7 days of receipt with a document stating in writing the reasons why the payment request is not proper. No payment made pursuant to this Agreement shall be conclusive evidence of Contractor's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Contractor's work.

Changes To Work, Method, Cost, etc. - Any change in the scope of work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the work, will not be paid for or accepted by District unless such change, deletion or addition is

A. By either party, in the event the defaulting party fails to cure a material breach of this Agreement within five (5) days of receipt of a written notice from the non-defaulting party of such material breach.

B. By District, without cause and without penalty or cost to District, immediately upon written notice, given in the sole discretion of District's General Manager or authorized representative. Termination without cause does not excuse District's obligation to compensate Contractor reasonably for work performed up until termination.

C. In the event of termination as provided in this section, District without penalty may relet or award the work to another Contractor or perform such work itself.

Indemnification - To the fullest extent permitted by law, Contractor shall defend, indemnify and hold District and its directors, officers, employees and agents, from and against:

A. Any and all claims, damages, lawsuits, actions, costs, expenses, losses or liabilities, including reasonable attorneys' and experts' fees and costs incurred in litigation (hereinafter collectively "claims"), in law or equity, of every kind or nature whatsoever, but not limited to injury or death of any person or damage to or the destruction of any property of any person, including District, its directors, officers, employees, or agents, or Contractor or its employees, agents or subcontractors, arising out of or in any manner directly or indirectly related to the work to be performed under this Agreement including prevailing wages, however caused, except and only to the extent caused by the active negligence, sole negligence or willful misconduct of District, its directors, officers, employees or agents.

B. Any and all actions, proceedings, damages, costs, expenses, penalties, fines, or liabilities, in law or equity, of every kind and nature whatsoever, arising out of, resulting from, or on account of any violation of any applicable federal, state or local governmental law, ordinance, rule or regulation, compliance with which is Contractor's responsibility.

C. Submission of insurance certificates or other proof of insurance shall not relieve Contractor from liability under these provisions. Contractor's indemnification obligations herein shall apply whether or not Contractor's insurance policies shall have been determined to apply to any such claims. These indemnification obligations shall survive the expiration or termination of this Agreement.

The District will timely notify Contractor of any third-party claims received related to this Agreement.

Laws, Regulations and Permits - At its expense, Contractor shall give all notices and (unless otherwise provided herein) obtain all permits for the work required by law, and comply with all applicable laws, ordinances, rules and regulations pertaining to the conduct of the work. Contractor shall be liable for all violations of law in connection with its performance of the work. If Contractor observes that any drawings or specifications provided are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify District's General Manager or authorized representative in writing and any necessary changes shall be made by written instruction or change order. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to

2. Insurance Services Office (ISO) Business Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

1. **General Liability - One million dollars (\$1,000,000)** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

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

1. District, its directors, officers, employees and agents are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of the activities performed by or on behalf of Contractor; products and completed operations of the Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, employees, or agents.
2. For any claims related to the work, Contractor's insurance shall be primary insurance as respects District, its directors, officers, employees, or agents. Any insurance, self-insurance, or other coverage maintained by District, or its directors, officers, employees, or agents shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or agents.
4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or Contractor, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to District.

Such liability insurance shall indemnify Contractor and its subcontractors against loss from liability imposed by law upon, or assumed under contract by, Contractor or its subcontractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

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

Evidences of Insurance - Prior to execution of the Agreement, Contractor shall file with District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against District. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

Contractor shall, upon demand of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this Agreement, Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District at least ten (10) days prior to the expiration date.

Subcontractors - In the event that (with District's approval) Contractor employs other contractors (subcontractors) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above. Contractor shall promptly pay all subcontractors and materials suppliers consistent with law.

Notices - All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed to the signatories of the parties as set forth above. Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

Anti-Discrimination - Contractor shall not exclude from its employment in the performance of this Agreement any person on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Contractor shall comply with all applicable local, state and federal laws relating to equal employment opportunity rights.

No Assigns or Subcontractors Without Consent of District - Contractor shall not assign this Agreement, or utilize subcontractors in the performance of the work, without the written consent of District's General Manager. District may withhold such consent in its sole discretion.

No Waiver - No failure by District in asserting any of its rights or remedies as to any default of Contractor shall operate as a waiver of the default, or any subsequent or other default by Contractor, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and

Resolutions of Claims - When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

Counterparts - This Agreement may be executed in counterparts, a complete set of which shall be deemed an original and one single document. Signatures may be transmitted via facsimile or electronic transmission and are deemed given as of the date of transmittal.

This document shall become a valid contract only when accepted by Contractor, and subsequently by District, and together with the Contractor's Proposal shall constitute the entire agreement between the parties.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Nick Marienthal, Park Supervisor

DATE: October 3, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD
FOR THE FREEDOM PARK CONCESSIONS BUILDING
ROOF**

RECOMMENDATION

It is recommended that the Board approve and authorize the General Manager to enter into a contract with Falcon Roofing to replace the roof at the Freedom Park Concessions Building in the amount of \$17,417.

BACKGROUND

This Capital Improvement Project was identified in the FY 2018/2019 budget workshops and funded with the approval of the 2018/19 budget. The Board appropriated capital funds in the amount of \$18,000 to replace the roof located at the Freedom Park Concessions Building.

The original building was built in 1976. The current roof has lasted approximately 42 years with minor repairs throughout the years. The roofing material on this building is made of concrete tiles that typically last 35 years.

ANALYSIS

Roofs, like any improvement, have a projected service life based on construction methods, maintenance levels, and a number of other key factors. The District is responsible for the maintenance and upkeep of several buildings throughout the District. 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. There is a thirty (30) year manufacturer warranty on this project and a two (2) year contractor warranty that was included with the bid specifications.

The bids ranged from \$17,417 to \$26,710. The low bid received from Falcon Roofing meets all the required specifications. Recommendation for an award is based on: the base bid, the fact that Falcon Roofing is a qualified contractor with a C-39 Roofing Contractor license and that they have performed projects of similar size and scope for the District and the following entities: County of Santa Barbara Fire Department, Apex Contractors, Pleasant Valley School District, and Oxnard Union High School District.

FISCAL IMPACT

The District allocated \$18,000 from Capital funds for this project; these funds were designated in the FY 2018-2019 budget.

RECOMMENDATION

It is recommended that the Board approve and authorize the General Manager to enter into a contract with Falcon Roofing to replace the roof at the Freedom Park Concessions Building in the amount of \$17,417.

ATTACHMENT

- 1) Bib Abstract (1 page)
- 2) Agreement (11 pages)

CONTRACT FOR FREEDOM PARK CONCESSION BUILDING ROOF AGREEMENT

PLEASANT VALLEY RECREATION & PARK DISTRICT

1605 E. Burnley Street
Camarillo, CA 93010
Telephone (805) 482-1996 - FAX (805) 482-3468

Important terms of this **Construction Work** ("Agreement") are printed on the following pages. For your protection, make sure that you read and understand all provisions before signing. The terms and conditions are incorporated in this document and will constitute a part of the contract between the parties when signed.

TO: Falcon Roofing

DATE: October 3, 2018

Pleasant Valley Recreation & Park District ("District") retains Contractor, and Contractor agrees to perform the following work (the "work") per its attached proposal (incorporated herein) dated 10/03/2018. In the event of any conflict between the terms of Contractor's proposal, the terms of this agreement shall govern.

DESCRIPTION OF WORK

Vendor will complete the following: 1) Remove existing tile roofing, 2) Install 15-30 pound underlayment, 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.

Contract Price: \$17,417

(Time and Materials) (Maximum Not-to-Exceed) \$500.00

Completion Date/Working Days allowed: 18 working days

Instructions: Please sign and return both originals along with appropriate insurance documentation. Upon acceptance by District a copy will be signed and promptly returned to you. Insert below, the names of your authorized on-site representatives.

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

Contractor:
Falcon Roofing
425 Constitution Ave, Suite D
Camarillo, CA 93012
Ca State License#715753

By: _____
Mary Otten
General Manager

By: _____
Name:
Title:

ATTEST: _____
Anthony Miller
Clerk of Board

By: _____
Name:
Title:

**PLEASANT VALLEY RECREATION & PARK DISTRICT FREEDOM PARK
CONCESSION BUILDING ROOF
AGREEMENT
TERMS AND CONDITIONS**

Scope of Construction Work - Contractor shall diligently undertake and perform the construction work described in its proposal referenced above. District reserves the right in its discretion to award work outside the scope of Contractor's proposal to other contractors. Contractor represents and warrants that it, and applicable subcontractors, currently possesses the contractor's license(s) C-39 required by the State of California for performance of the type of work to be undertaken pursuant to this Agreement. At all times during the term of this Agreement, Contractor shall maintain in good standing such license(s) with the State of California. This contract prohibits work by contractors or subcontractors who are ineligible under [Lab C §§1777.1](#) and [1777.7](#).

The District will compensate the Contractor for utilities relocation work not shown on the District's plans and agrees that liquidated damages shall not be imposed for any delay caused by the District's or a public utility's failure to provide for removal or relocation of utility facilities.

Term of Agreement - All work to be done under this contract shall be completed within eighteen (18) consecutive working days, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Unless otherwise earlier terminated as specified elsewhere herein, this Agreement shall commence on the date first set forth above and shall expire on the completion date set forth above.

Liquidated Damages in the amount of \$200/day will apply to this project.

Authorized Representatives - Contractor shall not accept direction or orders from any person other than the District's General Manager or any District authorized representative(s) listed on the signature page hereto.

Payment Terms - District shall pay compensation to Contractor on a time and material reimbursement basis for a maximum not-to-exceed amount of Seventeen Thousand, Four Hundred Seventeen Dollars (\$17,417) in accordance with Contractor's proposal referenced above. District shall pay Contractor within thirty (30) days after receipt of an undisputed and properly submitted payment request from the contractor, with the exception of any disputed amount(s) which may be withheld until resolution of the dispute, or the District will pay Contractor interest at the legal rate on any delayed progress payment. Any payment request not to be a proper payment request suitable for payment shall be returned to Contractor as soon within 7 days of receipt with a document stating in writing the reasons why the payment request is not proper. No payment made pursuant to this Agreement shall be conclusive evidence of Contractor's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Contractor's work.

Changes to Work, Method, Cost, etc. - Any change in the scope of work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the work, will not be paid for or accepted by District unless such change, deletion or addition is

approved in advance, in writing, or by a supplemental or amended change order executed by District's General Manager or authorized representative listed hereto.

Prevailing Wages Requirements - In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards, and federal standards when applicable. State Labor standards provisions, including prevailing wage requirements, will be enforced and the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to undertake all work contemplated in this Agreement. Contractor and all subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, will be posted at the job site, and are available to any interested party on request. Contractor shall comply with all statutory requirements relating to certified copies of payroll records, including maintenance of the records, their certification, and their availability for inspection. The statutory penalties for failing to pay prevailing wages and/or comply with wages and hour laws will be enforced. Contractor agrees that eight hours' labor constitutes a legal day's work.

Employment of Apprentices - Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices. The Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

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

Independent Contractor - It is the express intention of the parties that Contractor is an independent contractor and not District's employee; and that the employees of Contractor, and Contractor's subcontractors and their respective employees, are not District employees and are not entitled to any of the rights, benefits or privileges attributable to District employees. Contractor shall have control of the means, methods and details of performance of its work and services and shall only be subject to the general direction and supervision of District's General Manager or authorized representative listed hereto to ensure the results contracted for are achieved. The parties do not intend and shall not act as agents, employees or partners of one another.

Termination of Agreement - During its term, this Agreement may be sooner terminated by written notice of termination as follows:

A. By either party, in the event the defaulting party fails to cure a material breach of this Agreement within five (5) days of receipt of a written notice from the non-defaulting party of such material breach.

B. By District, without cause and without penalty or cost to District, immediately upon written notice, given in the sole discretion of District's General Manager or authorized representative. Termination without cause does not excuse District's obligation to compensate Contractor reasonably for work performed up until termination.

C. In the event of termination as provided in this section, District without penalty may relet or award the work to another Contractor or perform such work itself.

Indemnification - To the fullest extent permitted by law, Contractor shall defend, indemnify and hold District and its directors, officers, employees and agents, from and against:

A. Any and all claims, damages, lawsuits, actions, costs, expenses, losses or liabilities, including reasonable attorneys' and experts' fees and costs incurred in litigation (hereinafter collectively "claims"), in law or equity, of every kind or nature whatsoever, but not limited to injury or death of any person or damage to or the destruction of any property of any person, including District, its directors, officers, employees, or agents, or Contractor or its employees, agents or subcontractors, arising out of or in any manner directly or indirectly related to the work to be performed under this Agreement including prevailing wages, however caused, except and only to the extent caused by the active negligence, sole negligence or willful misconduct of District, its directors, officers, employees or agents.

B. Any and all actions, proceedings, damages, costs, expenses, penalties, fines, or liabilities, in law or equity, of every kind and nature whatsoever, arising out of, resulting from, or on account of any violation of any applicable federal, state or local governmental law, ordinance, rule or regulation, compliance with which is Contractor's responsibility.

C. Submission of insurance certificates or other proof of insurance shall not relieve Contractor from liability under these provisions. Contractor's indemnification obligations herein shall apply whether or not Contractor's insurance policies shall have been determined to apply to any such claims. These indemnification obligations shall survive the expiration or termination of this Agreement.

The District will timely notify Contractor of any third party claims received related to this Agreement.

Laws, Regulations and Permits - At its expense, Contractor shall give all notices and (unless otherwise provided herein) obtain all permits for the work required by law, and comply with all applicable laws, ordinances, rules and regulations pertaining to the conduct of the work. Contractor shall be liable for all violations of law in connection with its performance of the work. If Contractor observes that any drawings or specifications provided are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify District's General Manager or authorized representative in writing and any necessary changes shall be made by written instruction or change order. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the District's General Manager or authorized representative, Contractor shall bear all costs arising

therefrom.

Safety - Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall designate, in writing, a responsible representative at the worksite whose duty shall be the prevention of accidents, and the maintenance and supervision of safety precautions and programs. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor.

In carrying out its work, Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements, including State of California Department of Industrial Relations (Cal/OSHA) regulations; construction safety orders and safety orders; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; first aid; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Contractor shall be responsible for the safeguarding of all utilities. At least two (2) working days before beginning work, Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. Contractor shall immediately notify District and the utility owner if Contractor disturbs, disconnects, or damages any utility.

For any work involving excavation of trenches of five (5) feet or more in depth, Contractor shall comply with the requirements of Section 6705 of the California Labor Code (including but not limited to preparation and submission of excavation/trench safety plans), which provisions are incorporated herein as if fully set forth. For any work pertaining to the digging of trenches or other excavations extending deeper than four (4) feet below the surface and the discovery of hazardous waste or subsurface or unknown latent physical conditions differing materially from those ordinarily encountered, Contractor shall comply with the requirements of California Public Contract Code Section 7104, which provisions are incorporated herein as if fully set forth.

Commercial General Liability and Automobile Liability Insurance - Contractor shall provide to District and shall maintain at all times during the performance of this Agreement, the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

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

1. District, its directors, officers, employees and agents are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of the activities performed by or on behalf of Contractor; products and completed operations of the Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, employees, or agents.
2. For any claims related to the work, Contractor's insurance shall be primary insurance as respects District, its directors, officers, employees, or agents. Any insurance, self-insurance, or other coverage maintained by District, or its directors, officers, employees, or agents shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or agents.
4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or Contractor, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to District.

Such liability insurance shall indemnify Contractor and its subcontractors against loss from liability imposed by law upon, or assumed under contract by, Contractor or its subcontractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground

excavation, and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions as respects District, its directors, officers, employees and agents; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers - Insurance is to be placed with insurers meeting current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by District.

Workers' Compensation Insurance - By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. Before starting work on this project, Contractor shall sign and file with the District this statement acknowledging these obligations:

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

Workers' Compensation and Employer's Liability Insurance - Contractor and all subcontractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "*Workers' Compensation and Insurance Act*," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide employer's liability insurance in the amount of, at least, \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Contractor, its employees, agents and subcontractors.

Responsibility for Work - Until the completion and final acceptance by District of all the work under and implied by this Agreement, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature, except those beyond Contractor's control.

Contractor shall waive all rights of subrogation by any insurer of Contractor against District, its directors, officers, employees, and agents. Contractor shall procure and provide endorsement(s) to District to this effect.

Examination and Audit - All documents and records that relate in any way to this Agreement shall be maintained for a period of four years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the State Auditor, at the request of the

District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

Evidences of Insurance - Prior to execution of the Agreement, Contractor shall file with District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against District. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

Contractor shall, upon demand of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this Agreement, Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District at least ten (10) days prior to the expiration date.

Subcontractors - In the event that (with District's approval) Contractor employs other contractors (subcontractors) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above. Contractor shall promptly pay all subcontractors and materials suppliers consistent with law.

Notices - All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed to the signatories of the parties as set forth above. Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

Anti-Discrimination - Contractor shall not exclude from its employment in the performance of this Agreement any person on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Contractor shall comply with all applicable local, state and federal laws relating to equal employment opportunity rights.

No Assigns or Subcontractors Without Consent of District - Contractor shall not assign this Agreement, or utilize subcontractors in the performance of the work, without the written consent of District's General Manager. District may withhold such consent in its sole discretion.

No Waiver - No failure by District in asserting any of its rights or remedies as to any default of Contractor shall operate as a waiver of the default, or any subsequent or other default by Contractor, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceedings which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance thereof.

Partial Invalidity - If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions herein shall

remain in full force and effect and shall not be affected, impaired or invalidated thereby.

Integration - No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

Rules of Interpretation - The terms of this Agreement have been negotiated by the parties and the language used herein shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

California Law - This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any provisions of law which are applicable to this Agreement, even if not specifically included herein, are incorporated by reference herein as if set forth in full, and Contractor shall comply with such provisions.

Disputes - Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

District Employees - Contractor agrees that no employee of District shall be employed by Contractor during the period this Agreement is in effect.

Guarantee - Contractor hereby guarantees that the entire work constructed and/or performed by it under this Agreement will meet fully all requirements thereon as to quality of workmanship and of materials furnished by Contractor. If District notifies Contractor of any defects in quality of workmanship or materials within one (1) year following the completion of work, Contractor at its expense, with no charge to District, shall repair such work and/or replace such materials.

Payment Bond - If the cost of the construction work exceeds \$25,000.00, Contractor shall furnish to District a payment bond, in a form satisfactory to District, from a surety insurer admitted in California. Premiums for the payment bond shall be compensable to Contractor (without markup).

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

Resolutions of Claims - When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

Counterparts - This Agreement may be executed in counterparts, a complete set of which shall be deemed an original and one single document. Signatures may be transmitted via facsimile or electronic transmission and are deemed given as of the date of transmittal.

This document shall become a valid contract only when accepted by Contractor, and subsequently by District, and together with the Contractor's Proposal shall constitute the entire agreement between the parties.

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

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