

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

**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
April 3, 2019**

**5:30 P.M.                      CLOSED SESSION**

**1. CALL TO ORDER**

**A. Adjourn to Closed Session**

**B. CLOSED SESSION**

**1) 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.

**2) Conference with Real Property Negotiators**

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

**C. Reconvene into Regular Meeting**

**6:00 P.M.                      REGULAR MEETING                      NEXT RESOLUTION #623**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.

**5. PRESENTATIONS**

**A. District Highlights**

**B. Pleasant Valley Swim Team**

**C. Roadrunners Radio Control Auto Racing Club**

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

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

**A. Minutes for Special Board Meeting of February 26, 2019 and Regular Board Meeting of March 6, 2019**

Approval receives and files minutes.

**B. Warrants, Accounts Payable & Payroll**

Approval of District's disbursements dated on or before March 22, 2019.

**C. Financial Report**

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for February 28, 2019.

**D. Consideration and Adoption of Resolution No. 619 Proclaiming April 2019 as Arbor Month**

Approval establishes Board recognition of April as Arbor Month.

**E. Consideration and Adoption of Resolution No. 620 Proclaiming May 2019 as Older American's Month**

Approval establishes Board recognition of May as Older American's Month.

**F. Review and Approval of Surplus Supplies and Equipment List**

The Board can review the current equipment list provided for the uniform disposal of District owned surplus personal property.

**G. Approve Resolution No. 621 to Continue the Local Emergency that Resulted Due to the Hill Fire 2018**

The recent Hill Fire 2018 caused damage to Camarillo Grove Park and the state of local emergency declaration needs to remain in effect.

**H. Consideration and Approval of the Specifications for the Mel Vincent Park Pre-Fabricated Restroom Facility and Authorization to Initiate the Public Bid Process**

Approval allows the District to begin the public bid process for the Mel Vincent Park restroom facility.

8. **NEW ITEMS – DISCUSSION/ACTION**

**A. Clean Power Alliance (CPA) – Default Rate Tier Option Selection**

CPA's renewable energy rate options are provided along with costs relative to Southern California Edison's (SCE) rates.

Suggested Actions: A MOTION to Approve Opting Out of Clean Power Alliance and remain with SCE until District staff can run a rate comparison. It is also recommended the Finance Committee review the results of the rate comparison between SCE and CPA and send the item to the full Board for discussion and recommendation to determine if PVRPD should remain a SCE customer or opt in to become a CPA customer.

**B. Consideration and Adoption of Resolution No. 622 Approval of Capital Improvements Mid-Year Budget Adjustments for FY 2018-2019**

Staff is asking the Board to review the budget adjustments and approve the mid-year capital projects revisions.

Suggested Action: A MOTION to Adopt Resolution No. 622 Approval of Mid-Year Capital Improvements Budget Adjustments for FY 2018-2019.

**C. Lump Sum Vs Monthly CalPERS Unfunded Liability Payment**

An annual lump sum payment saves the cost of monthly interest expenses.

Suggested Action: A MOTION to Approve staff to pay CalPERS an annual payment for fiscal year 2019-2020 for the unfunded liability.

**D. Nominations for Candidate for CSDA Board of Directors, Seat B**

The California Special Districts Association (CSDA) is seeking Special District Board Members or their General Managers for the CSDA Board of Director Seat B 2020-2022 term.

Suggested Action: Provide direction regarding nominations for CSDA Seat B.

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

- A. Chairman Kelley
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, 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:** Pleasant Valley Swim Team **Date:** 3/19/2019

A representative from your organization must attend the following PVRPD Board Meeting on:  
Wednesday, April 3, 6:00pm Camarillo City Hall

<b>OFFICERS</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>EMAIL</b>	<b>CELL PHONE</b>
President	Amy Patterson	148 Appletree Ave Camarillo, CA	mame1patterson@hotmail.com	805-465-0823
Vice President	Kyle Beahan	4595 El Capitan Place Camarillo CA	krbeahan@earthlink.net	808-769-1811
Treasurer	Hillary Wang	1966 Junto Ln, Oxnard CA	hhwang23@gmail.com	805-205-0126
Secretary	Erin Howe	6693 Flattop ct Moorpark, CA 93021	erinhowe@outlook.com	734-277-6224

Number of participants last year: 190  
Projected number of participants upcoming year: 200

Changes Organization has made from previous year: PVST continues to leverage hosting swim meets as a mechanism for local participation as well as offset income requirements from members. PVST is still vulnerable to meet bidding and awarding process (annual), however PVST meets are sought out as being well run and swimmer-friendly. PVST branched out 2 years ago with a SwimJitsu water obstacle course event as a way of providing a related activity to the entire community and using a non-meet format for a potential alternative income source. We await USA Swimming's decision on how to move forward with another event, while they review their options to continuing.

Comments for the PVRPD Board of Directors: PVST appreciates the support of PVRPD and PVAC programming to provide lessons and feed into our program at the upper end of the lessons program. We've had 2 winters of fires causing outages for all in the county except for PVAC. PVAC management (Macy) again worked tirelessly to provide pool resources to PVST and other organizations as much as possible. Without this support, many programs, including ours, would have struggled to provide our services during that critical time. The value goes well beyond swimming, but also stress relief and a measure of normalcy to the aquatic community.

Primary Facility (ies) Used? Competitive: ACHS (13 lanes); Developmental: PVAC (8 lanes)  
What Time are Board Meetings Held? 5:30pm, 3rd Tuesday of the month  
Where are Board Meetings Held? ACHS staff office  
When are new Board Members Elected? summer semi-annual general membership meeting  
When are new Board Members Installed? September Board meeting  
Pleasant Valley Recreation and Park District Liaison: Macy Andersen

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

**Please Complete and Return the Annual Update and Financial Statement by Wednesday, Mar 20 and return to:**

Macy Trueblood  
1605 E. Burnley Street, Camarillo, CA 93010  
Phone: 482-1996 x 104  
Fax: 805-482-3468

Form Completed by (print): Tim Hedrick, Head Coach and Gen Mgr. Date 3/19/2019  
Sign: TKH Date 3/19/2019



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

NAME OF ORGANIZATION Pleasant Valley Swim Team

Last Year's Financial Statement Proposed Budget

Period: 9/2017-8/2018 Period: 9/2018-8/2019

**Revenue:**

Registration:	22864
Meet Entries:	21242
Fundraisers:	15502
Swim Meet:	77368
Interest:	41
Dues:	162254
Other (merchandise):	4310
Other (donations):	457
<b>Total Revenue</b>	<b>\$ 304,038</b>

**Revenue:**

Registration:	21732
Meet Entries:	21269
Fundraisers:	14175
Swim Meet:	76746
Interest:	31
Dues:	166061
Other (merchandise):	525
Other (donations):	5144
<b>Total Revenue</b>	<b>\$ 305,683</b>

**Expenses:**

Advertising	\$ 1,650
Reimbursed Swim Meet	\$ 23,233
Fundraising	\$ 3,554
Licenses and Permits	\$ -
Merchandise	\$ 6,951
Office Supplies	\$ 11
Payroll	\$ 132,048
Postage and Delivery	\$ 136
Bookkeeping and Payroll	\$ 5,396
Web portal and Pmt Proc	\$ 11,404
Tax Preparation	\$ -
Registration	\$ 11,692
Rent - Office/storage	\$ 1,485
Rent - Pool	\$ 44,167
Swim Meet Fees	\$ 24,157
Swim Meet Equipment	\$ 5,102
Miscellaneous	\$ 707
Travel	\$ 23,948
Total	\$ 295,641
<b>Ending Balance:</b>	<b>\$ 8,397</b>

**Expenses:**

Advertising	\$ 2,350
Reimbursed Swim Meet	\$ 24,057
Fundraising	\$ 3,750
Licenses and Permits	\$ 20
Merchandise	\$ 7,001
Office Supplies	\$ 300
Payroll	\$ 130,631
Postage and Delivery	\$ 149
Bookkeeping and Payroll	\$ 5,417
Web portal and Pmt Proc	\$ 11,205
Tax Preparation	\$ 95
Registration	\$ 12,391
Rent - Office/storage	\$ 1,620
Rent - Pool	\$ 49,800
Swim Meet Fees	\$ 18,300
Swim Meet Equipment	\$ 12,800
Miscellaneous	
Travel	\$ 24,800
Total	\$ 304,686
<b>Ending Balance:</b>	<b>\$ 997</b>

*List Savings/CDs/Investments here:*

Checking Account	\$ 13,308
Savings Account	\$ 21,107
CD Account ___month	\$
CD Account ___month	\$
Investment Account	\$
Other Account	797
Total Other Accounts	21904
<b>Checking + Other</b>	<b>\$ 35,212</b>

*List Savings/CDs/Investments here:*

Checking Account	\$ 14,305
Savings Account	\$ 21,107
CD Account ___month	\$
CD Account ___month	\$
Investment Account	\$
Other Account	797
Total Other Accounts	21904
<b>Checking + Other</b>	<b>\$ 36,209</b>



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

Group: Roadrunners R/C Club

Date: 12/10/2018

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

***Wednesday, January 2, 2019 at 6pm at Camarillo City Hall***

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

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

Projected number of participants upcoming year: 15-20

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

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

Primary Facility (ies) Used? Freedom Park

What Time are Board Meetings Held? 7pm

Where are Board Meetings Held? MB2 Indoor Karting Thousand Oaks

When are new Board Members Elected? First Monday of November

When are new Board Members Installed? Jan 1 2019

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

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

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

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

Form Completed by (print) Brian Bosley

Date 12/14/2018

Sign: \_\_\_\_\_

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

NAME OF ORGANIZATION

Roadrunners RC Club

**Last Year's Financial Statement**

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

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

**Proposed Budget**

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

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

*List Savings/CDs/Investments here:*

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

*List Savings/CDs/Investments here:*

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

**Pleasant Valley Recreation and Park District  
Minutes of Special Meeting  
February 26, 2019**

**1. CALL TO ORDER**

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

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

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

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 Lead and Recording Board Secretary Karen Roberts, Administrative Analyst Megan Hamlin, Park Supervisor Nick Marienthal, Recreation Supervisors Jane Raab and Macy Trueblood, and Bob Aaron.

**4. ADOPTION OF AGENDA**

Agenda accepted as presented.

**5. OPEN COMMUNICATION/PUBLIC FORUM**

No comments.

**6. NEW ITEMS-DISCUSSION/ACTION**

A. Review Goals for 2018

General Manager Mary Otten reviewed the goals for 2018 and the items completed or in progress within the Strategic Plan elements of Recreation & Services, Facilities & Property, Finances, Partnerships, Personnel & Organization, Administrative Management, and Community Relations.

B. Discuss Projects, Programs, and Activities for Budget Year 2019/2020

General Manager Mary Otten provided the strategic goals for FY 18/19 and requested Board input regarding FY 19/20 objectives. Keeping in alignment with the Strategic Plan elements listed above, the Board suggested:

- Under Facilities (Parks) & Property
  - The solicitation of multiple qualified bidders for PV Fields
  - A master plan for Arneill Ranch Park/reduction of water costs
  - Protection of existing park/recreational space
  - Cost Analysis to contract maintenance of baseball fields
  - Bike trails/Open space



- Under Finances
  - Long term CalPERS funding
  - Reserve buckets for operation and maintenance
- Under Partnerships
  - Outreach with school districts
- Under Community Relations
  - Branding/signage at all parks
  - Electronic marquee at Community Center
- Other
  - LAFCo – Somis and Santa Rosa Road

Additional discussion included: goals of the Finance, Policy, Personnel, Liaison, and Long Range Planning Committees; focus of grants, development of Quimby plan, an active long range planning committee, importance of keeping the new Senior/Community Facility project up front and on track, and a challenge for the Board and staff to become a District of Distinction with CSDA by September 2019 (CSDA’s 50th anniversary) to help with grant money.

**7. ORAL COMMUNICATIONS**

Director Malloy referenced the recent CalPERS investment annual staff report, the funding ratios and the extreme exposure at risk. Mr. Malloy also addressed the implications of the loss of additional baseball fields on Temple Avenue with the school district planning of a Miracle League field, portables, a football field and a track on property currently in use by over 800 baseball and soccer players. These fields cannot be replaced in Camarillo once they are gone, so communication is needed with the school district. Director Mishler reported that due to the recent fires in the local area, the National Park Service has lost 29 million dollars in damages and the state is at 40 million dollars for buildings and roads that need to be built because of the fire.

**8. ADJOURNMENT**

Chairman Kelley adjourned the meeting at 7:52 p.m.

**Respectfully submitted,**

**Approval,**

**Karen Roberts**  
Recording Secretary

**Robert Kelley**  
Chairman

**Pleasant Valley Recreation and Park District  
Minutes of Regular Meeting  
March 6, 2019**

**Call to Order**

**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 5:15 p.m. by Chairman Kelley.

**A. ADJOURNED TO CLOSED SESSION**

The Board adjourned to closed session at 5:15 p.m.

**B. CLOSED SESSION**

**1) Conference with Labor Negotiators**

The Board conducted 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.

**2) Conference with Real Property Negotiators**

The Board conducted a closed session, pursuant to Govt. Code Section 54956.8, with the District's real property negotiators, Mary Otten and Eric Storrie who sought direction from the Board regarding the price and terms for OUHSD property at 15 Stearman Street, Camarillo, CA.

**C. REGULAR MEETING RECONVENED**

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

**2. PLEDGE OF ALLEGIANCE**

Director Mike Mishler led the pledge.

**3. ROLL CALL**

**Roll Call**

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

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 Lead and Recording Board Secretary Karen Roberts, Administrative Analyst Megan Hamlin, Recreation Supervisors Lanny Binney and Jane Raab, Human Resources Specialist Kathryn Drewry, John Sullivan, Josh Bernstein, and Mary Edwards.

**4. AMENDMENTS TO THE AGENDA**

General Manager Mary Otten requested that Item 5.D. *Community Volunteer Recognition* be removed from the agenda.

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

Voting was as follows:

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

Noes:

Absent:

**Motion to  
Approve Agenda  
Amendment**

**Carried**

Motion: Carried

## **5. PRESENTATIONS**

### **A. District Highlights**

Administrative Analyst Megan Hamlin presented the highlights of the District's March/April activities, programs and special events. Recreation Supervisor Lanny Binney presented the 2018 Innovative Programming Award which the District received from the Southern California Municipal Athletic Federation - Channel Cities Municipal Athletic Association (SCMAF) for its "*Fun, Free Events in July*" in celebration of last year's National Park & Recreation Month.

### **B. Camarillo Cosmos Track Club**

Recreation Supervisor Lanny Binney introduced Lisa Willard, Camarillo Cosmos Track Club's president and the 2020 president-elect, Cliff Salonga who will shadow for a year. Capped out at 300 athletes for the year, the club has a waitlist of 100 to 125 youth. Registration fees run about \$115 per year and athletes receive personal record ribbons and plaques with best marks for the season. The club worked with Adolfo Camarillo High School's booster club to purchase new hurdles and a high jump pit which the track club will also be able to utilize.

### **C. AYSO**

Recreation Supervisor Lanny Binney introduced Tim Azbell, Regional Commissioner-elect for Region 68, American Youth Soccer Organization (AYSO). Everybody plays 5U to 19U and 91% of players are from Camarillo. AYSO Region 68 offers all the national programs including Core Fall, Spring League, VIP, U5 Schoolyard, Spring All-Star and Tournaments, AYSO Extra and AYSO United. They offer scholarships, donate to Food Share, and promote Breast Cancer Awareness in October. The two big tournaments are the Strawberry Cup and AYSO Extra Camarillo Cup which brings thousands of people to Camarillo.

### **D. Community Volunteer Recognition**

Removed.

## **6. PUBLIC COMMENTS**

Chairman Kelley received 3 speaker cards from Clerk of the Board Anthony Miller. The first speaker, John Sullivan of Camarillo stated some concerns about the proposed restroom at Mel Vincent Park. He said that the restroom does not represent the local community with

its architecture, is very expensive for its planned size and use and its presence will attract vagrants. Mr. Sullivan would like to see the proposal go back before the Board so that the local community can have some input.

Josh Bernstein of Camarillo recently moved to the Springville area of Camarillo and was surprised by the *Acorn* article mentioning the proposed restroom at Mel Vincent Park. He would also like to see a chance for more public opinion regarding its placement, maintenance, policing, transients, and its effect on the neighbors.

Mary Edwards of Camarillo thanked the District for its support of pickleball with over 140 registered users. Ms. Edwards requested that indoor pickleball be included in the interim tent proposed to temporarily house indoor sports should Freedom Gym become unavailable. She mentioned that Dizdar Park and the old courthouse facilities could be potential locations for additional courts. Chairman Kelley mentioned that those two properties belong to the City of Camarillo. Director Mishler mentioned that additional pickleball courts may be considered for the proposed new park on the west end of Camarillo.

## 7. CONSENT AGENDA

- A. Minutes for Regular Board Meeting of February 6, 2019
- B. Warrants, Accounts Payable & Payroll
- C. Financial Report
- D. Consideration for Setting Dates for Budget Workshops
- E. Review and Approval of Surplus Supplies and Equipment List
- F. Approve Resolution No. 616 to Continue the Local Emergency that Resulted Due to the Hill Fire 2018
- G. Revised Position Description – Aquatic Center Assistant Manager
- H. Consideration and Adoption of Resolution No.617, an Application for the Kate Svitek Memorial Foundation Grant
- I. Consideration and Approval of the Specifications for the Valle Lindo Restrooms Remodel Project and Authorization to Initiate the Public Bid Process

Chairman Kelley 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, Malloy, Dixon, Chairman Kelley

Noes:

Absent:

Motion: Carried

**Motion to  
Approve the  
Consent Agenda**

**Carried**

**8. NEW ITEMS – DISCUSSION/ACTION**

**A. Consideration and Approval of Resolution No. 618 to Adopt Tentative Agreement for a Successor Memorandum of Understanding Between District and SEIU Local 721**

Human Resources Specialist Kathryn Drewry presented for Board approval a tentative agreement for a successor memorandum of understanding between the Board and SEIU Local 721. The previous agreement expired on June 30, 2018. The tentative agreement does reflect that there is an existing dispute over whether represented employees are at-will employees and whether the District has clear due process appeal procedures for any employee deemed or found to be not at-will. Discussion included the question as to why there was an agreement presented that was not complete and resolved.

Chairman Kelley called for a motion. There was no motion to approve Resolution No. 618 as stated, so the motion failed. **Motion Failed**

A counter motion was made by Director Magner and seconded by Director Mishler to reject the tentative agreement for a Successor Memorandum of Understanding between the District and SEIU, Local 721 and direct staff to return to the bargaining table with District counsel to meet and confer in good faith over the terms of the rejected agreement. The negotiations would specifically refer to the existing dispute regarding at-will. **Motion to Reject Tentative Agrmt With SEIU and Direct Staff to Negotiate**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

**B. Cooperative Agreement Between the Pleasant Valley Recreation and Park District and the City of Camarillo Regarding Architectural Design and Cost Refinement for Proposed Plan 2 of the Senior and Community Recreation Facility Needs Study**

General Manager Mary Otten provided a cooperative agreement between the District and the City of Camarillo for the next phase to refine the scope of Plan 2 (an approximately 31,272 sq. ft. facility) and to receive a more accurate cost estimation by hiring an architect. Ms. Otten stated that the architect will provide 4 concept plans, one of which will address utilizing or attaching to current buildings at the Community Center.

Chairman Kelley called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to approve the Cooperative Agreement between the Pleasant Valley Recreation and Park District and the City of Camarillo regarding the architectural design and cost refinement for proposed Plan 2 of the Senior and Community Recreation Facility Needs Study.

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to  
Approve Agrmt  
w/ City for  
Facility Design**

**Carried**

**C. Consideration and Approval of Professional Services Agreement Between the Pleasant Valley Recreation and Park District and LPA, Inc.**

General Manager Mary Otten introduced Jim Wirick with LPA, Inc., the architectural firm selected by the Ad Hoc Liaison Committee to come up with four concept plans and cost estimation for the Senior and Community Recreation Facility. Discussion included: specificity of LPA's proposal, size of organization with 430 design professionals and over 250 sports and recreation projects; and LPA's ability to use own professionals over sub-contractors for the design work.

Chairman Kelley called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to approve and authorize the General Manager to enter into an agreement with LPA, Inc. for a professional services agreement to provide design and architectural services for a Senior and Community Recreation Facility.

**Motion to  
Approve LPA  
For Architect  
Design of Senior  
And Comm.  
Rec Facility**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

**D. Consideration and Approval of the FY 2017-2018 Annual Financial Report as Prepared by Moss, Levy & Hartzheim LLP, CPAs**

Administrative Services Manager Leonore Young introduced Travis Hole, a partner with Moss, Levy & Hartzheim, LLP, CPAs who confirmed a clean audit for the District. Discussion included: mandated reporting of pension obligation, possibly setting up a trust to pay out OPEB (other post-employment benefits) to lower liabilities, retiring of side loan in 2022, challenges of CalPERS unfunded liability and the need to budget for increasing contributions.

Chairman Kelley called for a motion. A motion was made by Director Malloy and seconded by Director Mishler to approve the annual financial report for FY 2017-2018 as prepared by Moss, Levy & Hartzheim, LLP, CPAs.

**Motion to  
Approve FY  
17-18 Audit**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

**E. Consideration and Approval of Proposed Changes to the Unrepresented Employee Manual**

Human Resources Specialist Kathryn Drewry presented proposed changes to the Unrepresented Employee Manual. There were overlapping rules that were contradicting each other and these were placed in a new document – Personnel Policies and Procedures. The third document will be the Represented Employee Manual.

Chairman Kelley called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve proposed changes to the current Unrepresented Employee Manual.

**Motion to  
Approve Changes  
to Unrepresented  
Manual**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

**9. INFORMATIONAL ITEMS**

- A. Chairman Kelley – Chairman Kelley stated that there is a greater chance of bike accidents due to the combination of poor street lighting and riders/people with headphones or ear buds.
- B. Ventura County Special District Association/California Special District Association – Director Magner reported no new VCSDA meeting with the new board in place. CSDA – Director Magner mentioned legislative issues and homeless housing as topics in Sacramento.
- C. Ventura County Consolidated Oversight Board – Director Mishler reported no meeting.
- D. Santa Monica Mountains Conservancy- Director Mishler stated that the National Park Service (NPS) estimates about 29 million dollars in damage from the recent fires and the California State Parks have sustained damages of 40+ million. NPS had an outdoor stage that burned up and they may be interested in renting our stage.
- E. Standing Committees – Finance – Director Malloy stated that the District is on budget and forward in revenue and that CalPERS has an aggressive plan which will be affected by an overdue correction.
- F. Foundation for Pleasant Valley Recreation and Parks – Director Magner mentioned the upcoming fundraisers - April 9 at Presto Pasta, Cronies, Food Truck Fridays in July and August, and the 5<sup>th</sup> Annual Party for the Parks on August 17 at Camarillo Grove Park.
- G. General Manager’s Report – General Manager Mary Otten reported that the Springville Dog Park is close to opening, the Nancy Bush playground has been installed, and the Freedom Park west ballfield construction is delayed until the area dries out.

**10. ORAL COMMUNICATIONS**

Director Dixon stated his concern regarding the city's districting and having to vote to change the format in which Camarillo elects its officials. Voters will only be able to vote for one or maybe two people depending on how the districts will be divided. Dr. Dixon requested that people participate in the March 27 meeting at the City Council Chambers. Director Malloy stated that the districting map is on the city's website and that residents can submit their own map proposals. Director Mishler has been receiving e-mails regarding pickleball and the upcoming plans for the new facility. An interim tent structure could potentially include pickleball and the new proposed park in West Springville may include pickleball as well. For any inquiry about the Ventura Boulevard construction projects, people can contact the City.

Director Magner stated that the recent rains have held back any construction plans at Freedom Park. Park Services Manager Bob Cerasuolo stated that the water table at Freedom Park is at 44 inches below the turf level so when there are heavy rains, there is nowhere for the water to go. The baseball fields on Temple Drive are also still very wet due to the rains. Director Magner stated that she is now on CSDA's executive board and they are dealing with setting up a trust fund for OPEB. Director Magner also commented on policy for public notification of changes or future improvements within the parks. She stated that notification about the new well at Woodcreek Park came from the water company.

**11. ADJOURNMENT**

Chairman Kelley adjourned the meeting at 8:19 p.m.

**Respectfully submitted,**

**Approval,**

**Karen Roberts  
Recording Secretary**

**Robert Kelley  
Chairman**



Pleasant Valley Recreation and Park District  
 Finance Report  
 February 2019

	Date	Amount	
Accounts Payables:	2/14/2019	\$ 214,495.69	AP- 2/14/19
	2/28/2019	\$ 259,434.01	AP- 2/28/19
	<b>Total</b>	<b>\$ 473,929.70</b>	
Payroll (Total Cost):	2/7/2019	\$ 126,148.29	Payroll 2/7/19
	2/21/2019	\$ 124,823.56	Payroll 2/21/19
	<b>Total</b>	<b>\$ 250,971.85</b>	
Outgoing:Online Payments	2/1/2019	\$ 31,165.49	02/2019- CALPERS Health Insurance
	2/1/2019	\$ 3,745.98	01/19 & 02/19- Hartford Insurance (Life, ADD, STD & LTD)
	2/1/2019	\$ 2,344.95	02/2019 The Guardian (Dental Insurance)
	2/1/2019	\$ 521.25	02/2019 VSP (Vision Insurance)
	2/1/2019	\$ 1,669.68	City Of Camarillo- Water Service
	2/1/2019	\$ 447.03	SoCal Gas Co.
	2/4/2019	\$ 2,657.47	WEX Bank/76- Fuel
	2/4/2019	\$ 1,339.99	City Of Camarillo- Water Service
	2/7/2019	\$ 475.53	City Of Camarillo- Water Service
	2/7/2019	\$ 4,189.97	Southern CA Edison
	2/12/2019	\$ 107.55	Culligan Water
	2/14/2019	\$ 13,580.37	CALPERS (Ret)- PR 2/7/19
	2/19/2019	\$ 208.20	AFLAC
	2/20/2019	\$ 6,183.68	Southern CA Edison
	2/20/2019	\$ 316.78	CALPERS (Ret)- M.Parker- Term Pay
	2/21/2019	\$ 13,493.54	CALPERS (Ret) PR 02/21/2019
	2/26/2019	\$ 83.21	Sprint
	2/26/2019	\$ 1,312.15	City Of Camarillo- Water Service
	2/26/2019	\$ 3,505.70	EJ Harrison
	<b>Total</b>	<b>\$ 87,348.52</b>	
	<b>Grand Total</b>	<b>\$ 812,250.07</b>	

# CASH REPORT

	2/28/2019 Balance	2/28/2018 Balance
<b>Restricted Funds</b>		
Debt Service - Resrtricted	\$ 249,123.24	\$ 249,025.63
457 Pension Trust Restricted	\$ 70,159.83	\$ 74,375.63
Quimby Fee - Restricted	\$ 121,608.18	\$ 426,989.80
Multi-Bank Securities Restricted	\$ 660,764.45	\$ 915,446.07
Ventura County Pool - Restricted	\$ 5,126,102.71	\$ 4,552,993.37
FCDP Checking	\$ 21,514.04	\$ 29,336.30
<b>Total</b>	<b>\$ 6,249,272.45</b>	<b>\$ 6,248,166.80</b>
<b>Semi-Restricted Funds</b>		
Assessment	\$ 399,553.78	\$ 409,335.78
Capital Improvement	\$ 29,390.11	\$ 33,616.75
Capital - Vehicle Replacement	\$ 50,843.80	\$ 40,843.80
Capital - Designated Project	\$ 16,397.94	\$ 21,613.44
LAIF Capital	\$ 2,458,736.18	\$ 2,195,725.55
Contingency - Dry Period	\$ 271,000.00	\$ 181,000.00
Contingency - Computer	\$ 10,000.01	\$ 5,000.01
Contingency - Repair/Oper/Admin	\$ 30,000.00	
<b>Total</b>	<b>\$ 2,954,921.81</b>	<b>\$ 2,887,135.33</b>
<b>Unrestricted Funds</b>		
Contingency	\$ 765,337.99	\$ 563,347.85
Cal Trust	\$ 438,514.22	\$ 519,265.75
General Fund Checking	\$ 424,942.85	\$ 420,618.43
<b>Total</b>	<b>\$ 1,628,795.06</b>	<b>\$ 1,503,232.03</b>
<b>Total of all Funds</b>	<b>\$ 10,832,989.32</b>	<b>\$ 10,638,534.16</b>
		<b>\$ 194,455.16</b>

	3/14/2019 Balance	3/31/2018 Balance
<b>Restricted Funds</b>		
Debt Service - Resrtricted	\$ 249,123.24	\$ 5,837.40
457 Pension Trust Restricted	\$ 70,159.83	\$ 83,248.52
Quimby Fee - Restricted	\$ 121,608.18	\$ 188,029.89
Multi-Bank Securities Restricted	\$ 660,764.48	\$ 633,132.20
Ventura County Pool - Restricted	\$ 5,126,102.71	\$ 4,556,300.36
FCDP Checking	\$ 21,514.04	\$ 29,336.30
<b>Total</b>	<b>\$ 6,249,272.48</b>	<b>\$ 5,495,884.67</b>
<b>Semi-Restricted Funds</b>		
Assessment	\$ 374,532.82	\$ 334,602.65
Capital Improvement	\$ 33,974.16	\$ 83,625.26
Capital - Vehicle Replacement	\$ 50,843.80	\$ 40,843.80
Capital - Designated Project	\$ 16,397.94	\$ 21,613.44
LAIF Capital	\$ 2,060,736.18	\$ 2,063,725.55
Contingency - Dry Period	\$ 271,000.00	\$ 181,000.00
Contingency - Computer	\$ 10,000.01	\$ 5,000.01
Contingency - Repair/Oper/Admin	\$ 36,961.44	
<b>Total</b>	<b>\$ 2,536,484.90</b>	<b>\$ 2,730,410.71</b>
<b>Unrestricted Funds</b>		
Contingency	\$ 765,337.99	\$ 749,516.97
Cal Trust	\$ 438,514.22	\$ 319,492.73
General Fund Checking	\$ 590,387.86	\$ 307,689.64
<b>Total</b>	<b>\$ 1,794,240.07</b>	<b>\$ 1,376,699.34</b>
<b>Total of all Funds</b>	<b>\$ 10,579,997.45</b>	<b>\$ 9,602,994.72</b>
		<b>\$ 977,002.73</b>

## MBS -- Multi Bank Securities

<b>MBS - US Treasury Type</b>	<b>December 27 2017</b>	<b>January 11 2018</b>	<b>February 15 2018</b>	<b>March 15 2018</b>	<b>April 7 2018</b>	<b>May 10 2018</b>	<b>June 6 2018</b>	<b>July 11 2018</b>	<b>Aug 9 2018</b>
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%
	<b>Sept 11 2018</b>	<b>Oct 15 2018</b>	<b>Nov 11 2018</b>	<b>Dec 11 2018</b>	<b>Jan 11 2019</b>	<b>Feb 11 2019</b>	<b>March 13 2019</b>		
US 3 Month	2.095%	2.228%	2.327%	2.344%	2.345%	2.375%	2.388%		
US 6 Month	2.255%	2.395%	2.464%	2.475%	2.437%	2.432%	2.445%		
US 1 Year	2.435%	2.567%	2.637%	2.595%	2.490%	2.458%	2.435%		
US 2 Year	2.744%	2.853%	2.924%	2.754%	2.537%	2.490%	2.463%		
US 3 Year	2.820%	2.941%	2.990%	2.751%	2.504%	2.467%	2.433%		
US 5 Year	2.869%	3.012%	3.039%	2.726%	2.520%	2.475%	2.522%		

## Ventura County Pool

Investment Name	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	Aug 2018
<b>Ventura County Pool</b>	1.345%	1.42%	1.552%	1.611%	1.781%	1.857%	1.963%	2.072%	2.136%
<b>Ventura County Pool</b>	September 2018 2.135%	October 2018 2.293%	November 2018 2.433%	December 2018 2.483%	January 2019 2.757%	February 2019 2.669%	March 2019	April 2019	May 2019

- Rates are determined at the end of the month

## Local Agency Investment Fund (LAIF)

Investment Name	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	Aug 2018
<b>Local Agency Investment Fund (LAIF)</b>	1.239%	1.350%	1.412%	1.524%	1.661%	1.755%	1.854%	1.944%	1.998%
<b>Local Agency Investment Fund (LAIF)</b>	September 2018 2.160%	October 2018 2.144%	November 2018 2.208%	December 2018 2.291%	January 2019 2.355%	February 2019 2.392%	March 2019	April 2019	May 2019



Pleasant Valley Recreation & Park District  
 FY18-19 Investments Summary  
 31-Mar-19

	Purchase Date	Maturity Date	Purchase Price	Market Price	Accrued Interest	Est. Annual Income	Est. Yield	Cur. Market Value	Int. Received Since Inception
<b>MBS Investments:</b>									
Firstbank P R Santurce	2/12/2016	2/12/2020	245,000.00	98.6570	210.43	4,042.50	1.67%	241,998.75	11,795.33
Goldman Sachs BK USA New York CTF Dep A	2/10/2016	2/10/2021	200,000.00	98.1270	1,527.95	3,900.00	1.98%	196,022.00	11,710.69
Everbank Jacksonville Fla	2/12/2016	2/12/2021	200,000.00	97.0860	1,313.42	3,400.00	1.74%	194,386.00	10,209.31
<b>MBS Investments Total</b>			<b>645,000.00</b>			<b>11,342.50</b>		<b>632,406.75</b>	<b>33,715.33</b>

	FY15-16 Interest	FY16-17 Interest	FY17-18 Interest	2018-2019 Q1 Interest	2018-2019 Q2 Interest	2018-2019 Q3 Interest	2018-2019 Q4 Interest	2018-2019 YTD Interest	Int. Received Since Inception
<b>MBS Interest Summary</b>									
YTD Dividends and Interest	1,340.13	11,362.53	11,342.53	4,638.94	1,007.86	4,023.34		9,670.14	33,715.33

	Q1 Interest	Q2 Interest	Q3 Interest	Q4 Interest	Current Qtr. Interest Rate	2018-2019 YTD Interest Earned	Ending Balance Per Bank Statement
<b>LAI:</b>							
Ventura County Pool:							
Restricted -0241	\$ 11,589.48	\$ 12,822.64	\$ 8,230.24		1.51%	\$ 32,642.36	
Unrestricted- 0240	\$ 25,038.78	\$ 29,098.42	\$ -		0.00%	\$ 54,137.20	
CALTRUST	\$ 5,038.33	\$ 1,315.76	\$ -		0.00%	\$ 6,354.09	
	\$ -	\$ -	\$ 473.40		0.00%	\$ 473.40	
<b>Pacific Western Bank Accounts</b>							
457 Pension	\$ 45.80	\$ 53.00	\$ 34.01		0.000%	\$ 132.81	
Assessment District	\$ 50.87	\$ 60.32	\$ 215.15		0.000%	\$ 326.34	
Capital	\$ 54.79	\$ 67.69	\$ 46.85		0.000%	\$ 169.33	
Contingency	\$ 476.33	\$ 365.69	\$ 521.76		0.000%	\$ 1,363.78	
Debt Service	\$ 374.17	\$ 115.44	\$ 174.07		0.000%	\$ 663.68	
Quimby	\$ 193.25	\$ 267.37	\$ 182.48		0.000%	\$ 643.10	

**Total Invested Balance Including MBS** 632,406.75

	2018-2019 Q1 Interest	2018-2019 Q2 Interest	2018-2019 Q3 Interest	2018-2019 Q4 Interest	2018-2019 YTD Interest Earned
<b>Interest Earnings Summary</b>					
Total Dividends and Interest	47,500.74	45,174.19	13,901.30		\$ 106,576.23

# Bank Reconciliation

## Board Audit

User: fsantos  
 Printed: 03/18/2019 - 3:55PM  
 Date Range: 03/01/2019 - 03/15/2019  
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
<b>Fund: 10 General Fund</b>				
<b>Department: 00 Non Departmentalized</b>				
20820	US BANK	US BANK: CALCARD STATEMEN	03/08/2019	17,674.54
20830	CAMARILLO COUNCIL OF PTA	CAMARILLO COUNCIL PTA: PERM	03/14/2019	50.00
20851	BECCA PEYTON	B.PEYTON: PREMI REFUND	03/14/2019	50.00
20868	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 02/2019 INSUR	03/14/2019	499.00
<b>Total for Department: 00 Non Departmentalized</b>				<b>18,273.54</b>
<b>Department: 03 Recreation</b>				
0	CHERYL PETERSON	C.PETERSON: MILEAGE REIMBUI	03/14/2019	12.18
0	CONARD WARREN	C.WARREN: MILEAGE REIMBURS	03/14/2019	4.99
0	ERIC STORRIE	E.STORRIE: MILEAGE REIMBURS	03/12/2019	80.04
0	LANNY BINNEY	L.BINNEY: 02/2019 MILEAGE REIM	03/14/2019	36.54
0	SARAH SCRIVANO	S.SCRIVANO: MILEAGE REIMBUR	03/14/2019	396.72
20822	ALL ABOUT DOGS, INC.	ALL ABOUT DOGS NC.: INSTRUC	03/14/2019	1,014.00
20826	PATRICIA J. BOLLAND	P.BOLLAND: INSTRUCTOR FEES/	03/14/2019	949.00
20829	CAMARILLO ACES	CAMRILLO ACES: PERMIT REFUN	03/14/2019	58.00
20832	WENDY CASTELLANOS-WOLF	W.CASTELLANOS-WOLF: INSTRU	03/14/2019	514.80
20834	BRUCE COLELL	B.COLELL: INSTRUCTOR FEES/ SI	03/14/2019	145.60
20840	BARBARA G. GAGE	B.GAGE: INSTRCUTOR FEES/ARTI	03/14/2019	198.90
20841	YVONNE GEMELLARO	Y.GEMELLARO: CALSS REFUND	03/14/2019	9.40
20844	LINCOLN AQUATICS	LINCOLN AQUATICS: FREIGHT CI	03/14/2019	16.16
20845	KAREN LONG	K.LONG: CLASS REFUND	03/14/2019	9.40
20847	IRMA MORALES	I.MORALES: CLASS REFUND	03/14/2019	10.00
20852	TOMLINSON RAUSCHER	T.RAUSCHER: INSTRUCTOR FEES	03/14/2019	113.75
20856	CAMILLE TORGESON	C.TORGESON: INSTRUCTOR FEES	03/14/2019	778.05
20858	USPS BULK MAILING	USPS: PERMIT PI 109- BULK MAIL	03/14/2019	5,017.63
20859	HAROLD WYCKOFF	H.WYCKOFF: INSTRUCTOR FEES/	03/14/2019	122.85
20860	DUNCAN YOUNG	D.YOUNG: INSTRUCTOR FEES/BE	03/14/2019	916.50
20866	BINGO WEST #4	BINGO WEST#4: BINGO SUPPLIES	03/14/2019	699.59
20869	W & S SERVICES	W&S: SEWER CHARGE/CO-OP BL	03/14/2019	58.61
<b>Total for Department: 03 Recreation</b>				<b>11,162.71</b>
<b>Department: 04 Parks</b>				
20824	ASTRA INDUSTRIAL SERVICES IN	ASTRA INDUSTRIAL: NEW BACK	03/14/2019	2,402.40
20825	BATTERIES PLUS BULBS 320	BATTERIES + BULBS: VEHICLE B.	03/14/2019	50.64
20828	CALIFORNIA ELECTRIC COMPAN	CA ELECTRIC CO.: FOR METER PI	03/14/2019	2,500.00
20831	CAMROSA WATER DISTRICT	CAMROSA: WATER SERVICE/CAL	03/14/2019	900.66
20835	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER SEI	03/14/2019	54.00
20836	DCH TOYOTA OF OXNARD	DCH TOYOTA OF OXNARD; ARM	03/14/2019	317.15
20838	EMG HOLDINGS, LLC	EMG HOLDINGS LLC.: BAGS AND	03/14/2019	1,400.00
20839	EWING IRRIGATION PRODUCTS I	EWING: IRRIGATION SUPPLIES/SI	03/14/2019	298.75
20842	GRAINGER	GRAINGER: ELECTRONIC BALLA	03/14/2019	379.33
20846	M & B SERVICES INC.	M&B SERVICES: HYDRO JET MAI	03/14/2019	450.00
20848	NATURAL STRUCTURES INC.	NATURAL STRUCTURES:REP. TO	03/14/2019	37,379.55
20849	PACIFIC ROCK, INC.	PACIFIC ROCK: DG/SPRINGVILLE	03/14/2019	779.03
20850	PEACH HILL SOILS INC.	PEACH HILL SOILS: BOYS SCOUT	03/14/2019	235.95
20853	SITEONE LANDSCAPE SUPPLY LI	SITEONE: IRRIGATION SUPPLIES/	03/14/2019	845.35
20854	SOUTHERN CALIF EDISON COMP.	SCE: APGRADE 100 AMP/ADOLFC	03/14/2019	307.19

Check No.	Vendor/Employee	Transaction Description	Date	Amount
20857	UNITED SITE SERVICES OF CA INC	UNITED SITE SERVICES: TEMP. R	03/14/2019	92.65
20861	B & B DO IT CENTER	B&B: 1.5" CHIP BRUSH & 22-14 AV	03/14/2019	541.78
20862	DIAL SECURITY	DIAL SECURITY: SEC.SERV.-2/6/19	03/14/2019	200.00
20863	J. THAYER COMPANY	J,THAYER: COPY PAPER/PARKS	03/14/2019	30.44
20868	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 02/2019 INSUR	03/14/2019	-49.80
20869	W & S SERVICES	W&S: SEWER CHARGE/SHOP- 1/3	03/14/2019	424.10

Total for Department: 04 Parks

49,539.17

Department: 05 Administration

0	DEBRA BROOKS	D.BROOKS: MILEAGE REIMBURS	03/04/2019	11.02
0	SOPHIE STIMER	S.STIMER: MILEAGE REIMBURSE	03/15/2019	15.08
20821	ACCU-PRINTS/M&L PARTNERSHII	ACCU-PRINTS: HR SCREENING- E	03/14/2019	12.00
20823	ALLCONNECTED, INC.	ALLCONNECTED: 3/2019 COMPUT	03/14/2019	881.00
20833	CENTERS FOR FAMILY HEALTH	CENTERS FOR FAMILY HEALTH: I	03/14/2019	230.00
20837	ELECTIONS DIVISION	CTY OF VENTURA/ELECTIONS DI	03/14/2019	21,483.71
20843	KONICA MINOLTA	KONICA MINOLTA: COPIER MAIN	03/14/2019	867.29
20855	STATE OF CALIFORNIA DEPT. OF	STATE OF CA DEPT OF JUSTICE: E	03/14/2019	96.00
20863	J. THAYER COMPANY	J,THAYER:POST-IT NOTES, TAPE	03/14/2019	128.75
20864	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM: 03/2019 1	03/14/2019	1,211.49
20867	CCI OFFICE TECHNOLOGIES	CCI TECH: INK CARTRIDGE FOR 1	03/14/2019	182.55

Total for Department: 05 Administration

25,118.89

Total for Fund:10 General Fund

104,094.31



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
20827	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW LANDSCAPE: 02/20	03/14/2019	23,950.00
Total for Department: 00 Non Departmentalized				23,950.00
Total for Fund:20 Assessment Fund				23,950.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
20865	ARDALAN CONSTRUCTION COMI	ARDALAN CONST.: FREEDOM BA	03/14/2019	27,749.50
Total for Department: 00				27,749.50
Total for Fund:30 Park Dedication Fund				27,749.50

Grand Total

155,793.81

P.O. BOX 6343  
FARGO ND 58125-6343

**ACCOUNT NUMBER**  
**STATEMENT DATE** 02-22-2019  
**AMOUNT DUE** \$17,674.54  
**NEW BALANCE** \$17,674.54  
PAYMENT DUE ON RECEIPT

000002510 01 SP 0.560 106481922880726 P  
PLEASANT VALLEY REC PARK  
LEO YOUNG  
1605 E BURNLEY ST  
CAMARILLO CA 93010-4524

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

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

001767454 001767454

tear payment coupon at perforation.

**CORPORATE ACCOUNT SUMMARY**

PLEASANT VALLEY REC 46 0445 5565 3868	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	= New Balance
Company Total	\$14,548.27	\$20,222.64	\$0.00	\$0.00	\$0.00	\$2,548.10	\$14,548.27	\$17,674.54

**CORPORATE ACCOUNT ACTIVITY**

PLEASANT VALLEY REC PARK

**TOTAL CORPORATE ACTIVITY**  
\$14,548.27 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
2-05	01-02	74798269036036111111344	PAYMENT	
2-05	01-02	74798269036036111111351	PAYMENT	25.00 PY
2-05	01-02	74798269036036111111369	PAYMENT	25.00 PY
2-11	02-08	74798269042000000000572	PAYMENT - THANK YOU 00000 C	200.00 PY 14,298.27 PY

**NEW ACTIVITY**

LEONORE YOUNG  
**CREDITS** \$0.00  
**PURCHASES** \$1,504.40  
**CASH ADV** \$0.00  
**TOTAL ACTIVITY** \$1,504.40

Post Date	Tran Date	Reference Number	Transaction Description	Amount
-28	01-27	24431069027026636537571	ADOBE *ACROPRO SUBS 800-833-6687 CA	14.99
-11	02-08	24692169039100670933075	J2 *METROFAX 888-929-4141 CA	7.95

CUSTOMER SERVICE CALL  800-344-5696	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	STATEMENT DATE	DISPUTED AMOUNT	PREVIOUS BALANCE	14,548.27
02/22/19	.00	PURCHASES & OTHER CHARGES	20,222.64	
<b>AMOUNT DUE</b>  17,674.54		CASH ADVANCES	.00	
		CASH ADVANCE FEES	.00	
SEND BILLING INQUIRIES TO: U.S. Bank National Association U.S. Bancorp Purchasing Card Program P.O. Box 6335 Fargo, ND 58125-6335		LATE PAYMENT CHARGES	.00	
		CREDITS	2,548.10	
		PAYMENTS	14,548.27	
		<b>ACCOUNT BALANCE</b>	<b>17,674.54</b>	

Company Name: PLEASANT VALLEY REC PARK

Corporate Account Number:

Statement Date: 02-22-2019

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-14	02-12	24493989045207710806718	CAL CHAMBER OF COMMERCE 800-331-8877 CA	322.98
12-20	02-19	24231689051837000114243	SMART AND FINAL 400 CAMARILLO CA	433.90
12-20	02-19	24431069051400657000323	BIG 5 SPORTING GOODS 429 CAMARILLO CA	171.58
12-20	02-19	24445009051000683409751	DOLLAR TREE CAMARILLO CA	18.33
12-20	02-18	24625859050900010329542	SHERWEB 819-5626610 NY	464.72
12-21	02-20	24224439052101038751171	COFFEE BEAN STORE CAMARILLO CA	69.95

**ANNY BINNEY**                      CREDITS                      PURCHASES                      CASH ADV                      TOTAL ACTIVITY  
\$0.00                                      \$329.50                                      \$0.00                                      \$329.50

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-05	02-04	24231689036837000183446	SMART AND FINAL 400 CAMARILLO CA	146.67
12-08	02-07	24431069038069750692712	BSN SPORTS LLC 800-227-7404 TX	110.95
12-08	02-06	24692169038100351756879	REDBOX *DVD RENTAL OAKBROOK TER IL	1.88
12-11	02-09	24692169040100943068102	S. CA MUNICIPAL ATHLET 626-448-0853 CA	70.00

**CATLYN SIMBER-CLICKENER**                      CREDITS                      PURCHASES                      CASH ADV                      TOTAL ACTIVITY  
\$0.00                                      \$689.85                                      \$0.00                                      \$689.85

Post Date	Tran Date	Reference Number	Transaction Description	Amount
1-24	01-24	24072809024083906336685	JOANN STORES*JOANN.COM 888-739-4120 OH	11.59
1-24	01-23	24493989024400575000106	LAKESHORE LEARNING #38 VENTURA CA	24.23
1-24	01-23	24493989024400575000114	LAKESHORE LEARNING #38 VENTURA CA	24.23
2-04	02-02	24692169033100957956944	AMZN MKTP US*MB19R6R90 AMZN.COM/BILL WA	22.94
2-06	02-06	24692169037100241262683	AMZN MKTP US*M19HS5CQ1 AMZN.COM/BILL WA	191.86
2-14	02-12	24136009044017023870330	NATIONAL RECREATION & 703-858-2179 VA	265.00
2-15	02-13	24269799045500663077815	SCOOTERS JUNGLE - SIMI SIMI VALLEY CA	150.00

**HICK MARIENTHAL**                      CREDITS                      PURCHASES                      CASH ADV                      TOTAL ACTIVITY  
\$0.00                                      \$755.02                                      \$0.00                                      \$755.02

Post Date	Tran Date	Reference Number	Transaction Description	Amount
1-28	01-27	24692169027100975901672	AMZN MKTP US*MB2477SL1 AMZN.COM/BILL WA	142.00
1-30	01-29	24015179029003889200065	76 - GSE 76 LAS POSAS CAMARILLO CA	74.40
2-04	01-31	24164079032105002051162	STAPLES 00106369 CAMARILLO CA	10.71
2-13	02-12	24015179043001598516641	76 - GSE 76 LAS POSAS CAMARILLO CA	70.51
2-13	02-12	24692169043100589464372	AMAZON.COM*MB74Q4YS2 AMZN.COM/BILL WA	111.70
2-13	02-12	24692169044100609284817	CAMARILLO ALL OTHER 805-388-5320 CA	61.72
2-18	02-15	24692169046100732568035	AMZN MKTP US*M16148AF0 AMZN.COM/BILL WA	283.98

**RIC STORRIE**                      CREDITS                      PURCHASES                      CASH ADV                      TOTAL ACTIVITY  
\$27.17                                      \$179.43                                      \$0.00                                      \$152.26

Company Name: PLEASANT VALLEY REC PARK

Corporate Account Number:

Statement Date: 02-22-2019

**NEW ACTIVITY**

Post Date	Transaction Date	Reference Number	Transaction Description	Amount
1-30	01-29	24692169029100184849470	AMAZON.COM*MB87E1YD AMZN.COM/BILL WA	10.18
2-01	01-31	24492159031894408183620	CA PARK REC SOCIETY 916-665-2777 CA	75.00
2-06	02-06	24692169037100243062164	AMZN MKTP US*MI67970N1 AMZN.COM/BILL WA	22.98
2-11	02-08	74692169039100768976007	AMZN MKTP US AMZN.COM/BILL WA	22.98 CR
2-18	02-15	74692169046100400039926	AMAZON.COM AMZN.COM/BILL WA	4.19 CR
2-21	02-19	24013399051002648074602	URBANE CAFE CAMARILLO ST HTTP://URBANE CA	71.27

**RANDON LOPEZ**      **CREDITS**      **PURCHASES**      **CASH ADV**      **TOTAL ACTIVITY**  
 \$1,075.03      \$1,701.82      \$0.00      \$626.79

Post Date	Transaction Date	Reference Number	Transaction Description	Amount
1-24	01-22	24692169023100623972269	THE HOME DEPOT 1012 CAMARILLO CA	87.97
1-25	01-23	24431069024975017380022	VONS #1672 CAMARILLO CA	35.99
1-29	01-28	24792629029207941400638	HD SUPPLY WHITE CAP #007 407-893-8631 CA	1,075.03
1-30	01-28	24692169029100983628505	THE HOME DEPOT 1012 CAMARILLO CA	217.50
1-04	01-31	24610439032010179057842	THE HOME DEPOT #1012 CAMARILLO CA	136.06
1-06	02-05	74792629036207941000384	HD SUPPLY WHITE CAP #007 VENTURA CA	1,075.03 CR
1-11	02-07	24610439039010175147731	THE HOME DEPOT #1012 CAMARILLO CA	53.61
1-15	02-13	24610439045010179076722	THE HOME DEPOT #1012 CAMARILLO CA	57.27
1-15	02-14	24717059045270458914401	AIR DELIGHTS INC 800-4405556 OR	38.39

**MICHAEL CRUZ**      **CREDITS**      **PURCHASES**      **CASH ADV**      **TOTAL ACTIVITY**  
 \$430.66      \$1,307.37      \$0.00      \$876.71

Post Date	Transaction Date	Reference Number	Transaction Description	Amount
-28	01-24	24610439025010180059067	THE HOME DEPOT #1012 CAMARILLO CA	29.47
-30	01-28	24692169029100983628737	THE HOME DEPOT 1012 CAMARILLO CA	221.35
-31	01-29	24610439030010179137067	THE HOME DEPOT #1012 CAMARILLO CA	12.70
-31	01-29	24610439030010179138131	THE HOME DEPOT #1012 CAMARILLO CA	42.88
-01	01-30	24610439031010179153691	THE HOME DEPOT #1012 CAMARILLO CA	35.02
-11	02-09	74610439041010183395950	THE HOME DEPOT #1012 CAMARILLO CA	18.04 CR
-11	02-08	74692169040100309685601	THE HOME DEPOT 1012 CAMARILLO CA	300.00 CR
-11	02-07	24610439039010175145917	THE HOME DEPOT #1012 CAMARILLO CA	122.69
-11	02-08	24692169040100309685101	THE HOME DEPOT 1012 CAMARILLO CA	300.00
-11	02-08	24692169040100309685192	THE HOME DEPOT 1012 CAMARILLO CA	300.00
-15	02-13	74610439045010179075737	THE HOME DEPOT #1012 CAMARILLO CA	112.62 CR
-21	02-19	24692169051100526959277	THE HOME DEPOT 1012 CAMARILLO CA	243.26

**MHN FLETCHER**      **CREDITS**      **PURCHASES**      **CASH ADV**      **TOTAL ACTIVITY**  
 \$100.44      \$3,035.39      \$0.00      \$2,934.95

Post Date	Transaction Date	Reference Number	Transaction Description	Amount
24	01-22	24692169023100623972103	THE HOME DEPOT 1012 CAMARILLO CA	871.40
28	01-25	24436549026010213813180	RAINMASTER 650-6222200 CA	508.30
30	01-28	24610439029010179283765	THE HOME DEPOT #1012 CAMARILLO CA	105.81
31	01-29	24610439030010179134072	THE HOME DEPOT #1012 CAMARILLO CA	23.51
31	01-29	24610439030010179137414	THE HOME DEPOT #1012 CAMARILLO CA	25.98
06	02-04	24610439036010175115558	THE HOME DEPOT #1012 CAMARILLO CA	146.68
07	02-05	24692169037100533875291	THE HOME DEPOT 1012 CAMARILLO CA	265.90



Company Name: PLEASANT VALLEY REC PARK
Corporate Account Number: _____
Statement Date: 02-22-2019

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-07	02-05	24692169037100533875366	THE HOME DEPOT 1012 CAMARILLO CA	
02-08	02-06	24610439038010179138018	THE HOME DEPOT #1012 CAMARILLO CA	99.55
02-11	02-07	24610439039010175149406	THE HOME DEPOT #1012 CAMARILLO CA	124.66
02-11	02-08	24610439040010179132652	THE HOME DEPOT #1012 CAMARILLO CA	198.47
02-14	02-12	74610439044010179023100	THE HOME DEPOT #1012 CAMARILLO CA	15.52
02-14	02-12	24610439044010179021075	THE HOME DEPOT #1012 CAMARILLO CA	18.04 CR
02-14	02-12	24692169044100047452919	THE HOME DEPOT #1012 CAMARILLO CA	14.23
02-15	02-13	74610439045010179075729	THE HOME DEPOT 1012 CAMARILLO CA	300.00
02-22	02-20	74610439052010175022394	THE HOME DEPOT #1012 CAMARILLO CA	64.36 CR
02-22	02-20	24610439052010175020112	THE HOME DEPOT #1012 CAMARILLO CA	18.04 CR
02-22	02-20	24692169052100161272829	THE HOME DEPOT 1012 CAMARILLO CA	35.38
				300.00

<b>MARY OTTEN</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
	\$0.00	\$391.95	\$0.00	\$391.95

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-01	01-30	24202989031030025373044	CALIFORNIA SPECIAL DISTRI 916-442-7887 CA	
02-08	02-06	24202989038030026645518	CALIFORNIA SPECIAL DISTRI 916-442-7887 CA	275.00
02-13	02-11	24692169043100305689773	STARBUCKS STORE 06670 CAMARILLO CA	100.00
				16.95

<b>STEVE REVELES</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
	\$40.96	\$2,517.03	\$0.00	\$2,476.07

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-23	01-22	24801979022726931415665	WARREN DISTRIBUTING VENT VENTURA CA	
01-25	01-24	74431059025838000792980	OREILLY AUTO #3680 CAMARILLO CA	73.96
01-25	01-24	24431059025838000792704	OREILLY AUTO #3680 CAMARILLO CA	40.96 CR
01-25	01-24	24801979024726702401520	WARREN DISTRIBUTING VENT VENTURA CA	81.92
01-25	01-24	24801979024726992402147	WARREN DISTRIBUTING VENT VENTURA CA	40.94
01-28	01-25	24610439026010179174462	THE HOME DEPOT #1012 CAMARILLO CA	77.22
02-01	01-31	24015179031004167056480	76 - GSE 76 LAS POSAS CAMARILLO CA	25.13
02-04	02-01	24431069033286729500033	EL VAQUERO GUERO SANTA PAULA CA	99.31
02-05	02-04	24013399035000547146688	DYNACORN AUTOBODY PARTS 805-4862611 CA	95.26
02-05	02-04	24801979035726952402985	WARREN DISTRIBUTING VENT VENTURA CA	53.88
02-07	02-06	24013399037000813100508	DYNACORN AUTOBODY PARTS 805-4862611 CA	167.30
02-07	02-05	24071059037627168534417	SHANKSLAWN 888-3754455 PA	64.65
02-08	02-05	24013399038000934010890	PARTSTREE COM HTTP://WWW.PA TX	139.00
02-15	02-14	24224439046101031707609	BIG BRAND TIRE #5 CARMARILLO CA	91.95
02-15	02-14	24801979045726541439942	WARREN DISTRIBUTING VENT VENTURA CA	629.24
02-21	02-20	24224439052102011067270	BIG BRAND TIRE #5 CARMARILLO CA	153.56
02-22	02-21	24801979052726721555665	WARREN DISTRIBUTING VENT VENTURA CA	612.29
				111.42

<b>MATTHEW D PARKER</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
	\$0.00	\$1,350.00	\$0.00	\$1,350.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-23	01-22	24692169023100292465876	CAMARILLO UTILITIES 805-388-5320 CA	
				1,350.00



Company Name: PLEASANT VALLEY REC PARK
Corporate Account Number:
Statement Date: 02-22-2019

**NEW ACTIVITY**

**ROBERT A CERASUOLO**      **CREDITS**      **PURCHASES**      **CASH ADV**      **TOTAL ACTIVITY**  
    \$0.00              \$5,120.02              \$0.00              \$5,120.02

Post Date	Tran Date	Reference Number	Transaction Description	Amount
1-28	01-25	24692169026100346159589	THE HOME DEPOT 1012 CAMARILLO CA	388.05
2-04	01-31	24445009032500349675426	COAST PUMP INC 800-606-7777 CA	4,440.15
2-14	02-12	24692169044100047452992	THE HOME DEPOT 1012 CAMARILLO CA	291.82

**MACY ANDERSEN**      **CREDITS**      **PURCHASES**      **CASH ADV**      **TOTAL ACTIVITY**  
    \$0.00              \$125.00              \$0.00              \$125.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
2-01	01-31	24692169031100177710743	AMERICAN RED CROSS 800-733-2767 DC	125.00

**ANTHONY MILLER**      **CREDITS**      **PURCHASES**      **CASH ADV**      **TOTAL ACTIVITY**  
    \$0.00              \$337.86              \$0.00              \$337.86

Post Date	Tran Date	Reference Number	Transaction Description	Amount
1-30	01-29	24492159030769073630389	FRY'S ELECTRONICS # 44 OXNARD CA	50.62
2-01	01-31	24692169031100096288573	AMZN MKTP US*MB3TY98B2 AMZN.COM/BILL WA	39.99
2-07	02-06	24445719037300334172854	RALPHS #0741 CAMARILLO CA	21.25
2-08	02-06	24761979038206688100679	BANDITS GRILL & BAR CAMARILLO CA	92.36
2-11	02-09	24431869041017048748208	BAJA FRESH 30632 805-383-6884 CA	133.64

Department: 00000 Total: \$17,670.38  
 Division: 00000 Total: \$17,670.38

**MILY RAAB**      **CREDITS**      **PURCHASES**      **CASH ADV**      **TOTAL ACTIVITY**  
    \$873.84              \$878.00              \$0.00              \$4.16

Post Date	Tran Date	Reference Number	Transaction Description	Amount
-24	01-23	74692169023100579523095	GOOGLE *UNBEATABLESALE G.CO/HELPPAY# CA	39.84 CR
-25	01-24	74906419024067147079787	SMK*SURVEYMONKEY.COM 971-2445555 CA	384.00 CR
-25	01-24	24906419024067147200248	SMK*SURVEYMONKEY.COM 971-2445555 CA	384.00
-28	01-25	244933889026200788600025	SIGNARAMA OF CAMARILLO 805-437-1970 CA	50.00
-04	01-31	74136009032017041608588	NATIONAL RECREATION & 703-858-2179 VA	450.00 CR
-04	01-31	24071059032432530000055	CAMARILLO SELF STORAGE CAMARILLO CA	60.00
-04	02-01	24906419032067602306126	SMK*SURVEYMONKEY.COM 971-2445555 CA	384.00

Department: 00000 Total: \$4.16  
 Division: 52529 Total: \$4.16



**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: April 3, 2019**

**SUBJECT: FINANCE REPORT FEBRUARY 2019**

**RECOMMENDATION**

It is recommended the Board review and approve the District's Financial Statements for February 2019 regarding Fund 10, Fund 20 and Fund 30.

**ANALYSIS OF COMPARATIVE FINANCIAL THROUGH FEBRUARY 28, 2019**

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2018 through February 28, 2019 with a year-to-date comparison for the period of July 1, 2017 through February 29, 2018. The percentage rate used for the 2018-2019 fiscal year budget is 67% for Period 8 of the fiscal year.

**REVENUES**

Total revenue for the 8th month ending February 28, 2019 for Fund 10 (General Fund) has an overall increase of \$403,529 over prior year; the primary reason for the increase is Tax Apportionment (\$166,417), Rental (\$110,600), Hill Fire revenue from the insurance company (\$48,355) and Public Fees (\$41,640) and other numerous accounts.

Total revenue for the 8th month ending February 28, 2019 for Fund 20 (Assessment District) is at 57% of budget. The Assessment District is on target for meeting its budget of \$1,109,053 for Assessment revenue and interest earnings for the fiscal year.

Fund 30 (Park Dedication Fee) is at 410% of budget due to the interest earnings on the investments, along with receiving Park Dedication Fees (\$50,291) which is a line item for which the District does not budget. Fund 30 has had no services and supplies expenses for fiscal year 2018-2019.

**EXPENDITURES**

Personnel Expenditures have increased by \$333,144.90 for FY 2018-2019 in comparison to personnel expense for the same time period as last year. This increase is primarily due to Full Time Wages (\$102,157), PERS Unfunded Liability (\$73,519), increase in Workers Compensation (\$56,572), increase in Part-Time Salaries (\$35,680) and an overall increase to various other payroll accounts.

Service and Supply Expenditures for Fund 10 have increased \$63,265 in comparison to the same time as last year. This increase is attributed to Building Repair (\$39,003) and Collection Fees (\$29,572).

Fund 20 is at 53% in Personnel and 55% in Service and Supplies. Currently, Fund 20 is below budget at 55%.

Fund 30 Services and Supplies has no budget and has limited activity for the month of February 2019.

Capital projects for fiscal year 2018-2019 are currently underway and are at almost 100% of budget. Some of the capital projects have gone over budget, so the Board will see a budget adjustment agenda item at the April board meeting.

Quimby Fees fee projects are at 12% of budget.

### **FISCAL IMPACT**

Overall the District is under the approved budget for Fund 10 by 8% and Fund 20 is below budget by 12%. 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 February 28, 2019 regarding Fund 10, Fund 20 and Fund 30.

### **ATTACHMENTS**

- 1) Financial Statement of Revenues and Expenditures as of February 28, 2019 Fund 10  
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of February 28, 2019 Fund 20  
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of February 28, 2019 Fund 30  
(1 page)

**General Ledger  
Fund 10 General Fund  
February 2019 67%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Tax Apport Cur Year Secured	5110	\$ -	\$ 3,274,620.96	\$ 3,441,037.54	\$ 6,506,450.00	\$ 3,065,412.46	52.89%
Tax Apport Cur Year Unsec	5120	\$ -	\$ 104,473.45	\$ 115,812.89	\$ -	\$ 115,812.89	0.00%
Tax Apport Prior Year Sec	5130	\$ -	\$ 37,380.77	\$ 33,044.37	\$ -	\$ 33,044.37	0.00%
Tax Apport Prior Year Unsec	5140	\$ 7,024.00	\$ 4,559.32	\$ 10,361.29	\$ -	\$ 10,361.29	0.00%
Tax Deeded Sales	5150	\$ -	\$ 45.52	\$ 10.03	\$ -	\$ 10.03	0.00%
Cur Supplemental Pass Thru	5210	\$ -	\$ 41,776.01	\$ 41,488.37	\$ -	\$ 41,488.37	0.00%
HOPTR	5230	\$ -	\$ 23,304.76	\$ 22,956.10	\$ -	\$ 22,956.10	0.00%
HOPTR Prior Year	5231	\$ -	\$ 15,982.52	\$ -	\$ -	\$ -	0.00%
Supplemental Assessment Roll	5240	\$ -	\$ 140.99	\$ 19.43	\$ -	\$ 19.43	0.00%
Interest Earnings	5310	\$ 364.88	\$ 1,785.23	\$ 38,892.78	\$ 18,300.00	\$ 20,592.78	212.53%
MBS Interest Earnings	5320	\$ -	\$ 533.67	\$ -	\$ -	\$ -	0.00%
Hill Fire 2018	5465	\$ -	\$ -	\$ 49,333.34	\$ -	\$ 49,333.34	0.00%
Park Patrol Citations	5506	\$ 791.44	\$ 2,007.56	\$ 7,031.85	\$ 4,510.00	\$ 2,521.85	155.92%
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Contract ClassesPublic Fees	5510	\$ 12,066.70	\$ 117,707.42	\$ 126,364.86	\$ 232,539.00	\$ 106,174.14	54.34%
Public Fees	5511	\$ 29,283.70	\$ 169,538.16	\$ 217,892.94	\$ 393,842.00	\$ 175,949.06	55.32%
Swim PassAdult Splash (20)	5513-5529	\$ 42.50	\$ 32,361.88	\$ 32,322.16	\$ 68,249.00	\$ 35,926.84	47.36%
Vending Concessions	5525	\$ -	\$ 2,233.40	\$ 1,769.91	\$ 3,446.00	\$ 1,676.09	51.36%
Rental	5530	\$ 32,744.37	\$ 159,243.01	\$ 269,843.14	\$ 417,196.00	\$ 147,352.86	64.68%
Cell Tower Revenue	5535	\$ 7,642.57	\$ 55,955.63	\$ 60,877.62	\$ 83,534.00	\$ 22,656.38	72.88%
Annual Passes	5536	\$ -	\$ -	\$ 122.00	\$ -	\$ 122.00	0.00%
Parking Fees	5540	\$ 210.00	\$ 10,367.40	\$ 10,170.32	\$ 10,470.00	\$ 299.68	97.14%
Indemnity Revenue	5545	\$ -	\$ 11,570.75	\$ -	\$ -	\$ -	0.00%
Dues	5550	\$ 110.00	\$ 884.00	\$ 979.00	\$ 2,160.00	\$ 1,181.00	45.32%
Activity Guide Revenue	5555	\$ 2,150.00	\$ 9,030.00	\$ 10,975.75	\$ 16,000.00	\$ 5,024.25	68.60%
Sponsorships	5558	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	0.00%
Special Event	5561	\$ -	\$ -	\$ -	\$ 11,000.00	\$ 11,000.00	0.00%
Staffing Cost Recovery	5563	\$ 2,515.00	\$ -	\$ 6,564.16	\$ 5,000.00	\$ 1,564.16	131.28%
Special Event Permits	5564	\$ 200.00	\$ -	\$ 506.00	\$ 1,000.00	\$ 494.00	50.60%
Donations	5570	\$ 225.50	\$ 82,942.45	\$ 75,499.50	\$ 90,870.00	\$ 15,370.50	83.09%
Grant HCF	5573	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00	0.00%
Other/Purchase Discount Taken	5575	\$ 19,000.25	\$ 42,807.53	\$ 67,066.62	\$ 64,615.00	\$ 2,451.62	103.79%
Credit Card Processing Fee	5576	\$ 3.75	\$ -	\$ 3.75	\$ -	\$ 3.75	0.00%
Cash Over/Under	5580	\$ 25.00	\$ 75.00	\$ 69.00	\$ -	\$ 69.00	0.00%
Incentive Income	5585	\$ 869.95	\$ 1,880.69	\$ 2,093.69	\$ 1,600.00	\$ 493.69	130.86%
Reimbursement ROPS	5600	\$ -	\$ 294,523.81	\$ 282,734.93	\$ 190,000.00	\$ 92,734.93	148.81%
Reimb Needs Assessment	5605	\$ -	\$ 25,599.75	\$ 516.00	\$ -	\$ 516.00	0.00%
<b>Revenue</b>		<b>\$ 115,769.61</b>	<b>\$ 4,523,331.64</b>	<b>\$ 4,926,860.34</b>	<b>\$ 8,120,881.00</b>	<b>\$ 3,983,213.86</b>	<b>60.67%</b>
<b>YTD Comparison</b>				<b>\$ 403,528.70</b>			
<b>Expense</b>							
Full Time Salaries	6100	\$ 160,695.41	\$ 1,326,639.31	\$ 1,428,795.77	\$ 2,401,820.00	\$ 973,024.23	59.49%
Overtime Salaries	6101	\$ 2,121.41	\$ 10,813.28	\$ 25,197.00	\$ 38,536.00	\$ 13,339.00	65.39%
Car Allowance	6105	\$ 830.74	\$ 6,893.41	\$ 7,067.92	\$ 10,800.00	\$ 3,732.08	65.44%
Cell Phone Allowance	6108	\$ 1,109.00	\$ 9,703.61	\$ 10,365.86	\$ 15,900.00	\$ 5,534.14	65.19%
PartTime Salaries	6110	\$ 25,858.05	\$ 356,874.44	\$ 392,553.78	\$ 726,323.00	\$ 333,769.22	54.05%
Retirement	6120	\$ 27,518.72	\$ 218,757.94	\$ 246,186.86	\$ 440,350.00	\$ 194,163.14	55.91%
457 Pension	6121	\$ 135.22	\$ 6,906.40	\$ 6,906.40	\$ 7,445.00	\$ 538.60	92.77%
Employee Insurance	6130	\$ 18,090.88	\$ 136,814.08	\$ 150,446.67	\$ 350,837.00	\$ 200,390.33	42.88%
Workers Compensation	6140	\$ 55,686.54	\$ 85,574.25	\$ 142,146.05	\$ 212,453.00	\$ 70,306.95	66.91%
Unemployment Insurance	6150	\$ 4,122.00	\$ -	\$ 5,225.00	\$ 2,200.00	\$ 3,025.00	237.50%
Loan Pension Obligation	6160	\$ 20,300.83	\$ 158,695.36	\$ 162,406.67	\$ 243,610.00	\$ 81,203.33	66.67%
OPEB Expense	6161	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
PERS Unfunded Liability	6170	\$ -	\$ 245,195.00	\$ 318,714.00	\$ 318,714.00	\$ -	100.00%
<b>Personnel</b>		<b>\$ 316,468.80</b>	<b>\$ 2,562,867.08</b>	<b>\$ 2,896,011.98</b>	<b>\$ 4,768,988.00</b>	<b>\$ 1,879,026.02</b>	<b>60.73%</b>
<b>YTD Comparison</b>				<b>\$ 333,144.90</b>			
Telephone	6210	\$ 1,058.17	\$ 6,655.24	\$ 7,779.31	\$ 11,456.00	\$ 3,676.69	67.91%
Internet Services	6220	\$ 1,976.13	\$ 15,055.71	\$ 21,096.43	\$ 41,758.00	\$ 20,661.57	50.52%
Pool Chemicals	6310	\$ 621.64	\$ 4,063.52	\$ 4,057.53	\$ 12,000.00	\$ 7,942.47	33.81%
Janitorial Supplies	6320	\$ 3,507.45	\$ 36,308.79	\$ 34,736.30	\$ 52,200.00	\$ 17,463.70	66.54%
Kitchen Supplies	6330	\$ -	\$ 248.38	\$ 370.85	\$ 1,400.00	\$ 1,029.15	26.49%
Food Supplies	6340	\$ -	\$ 2,764.50	\$ 5,537.33	\$ 10,575.00	\$ 5,037.67	52.36%
Water Maint & Service	6350	\$ 235.18	\$ 439.45	\$ 707.53	\$ 1,080.00	\$ 372.47	65.51%
Laundry/Wash Service	6360	\$ -	\$ 40.00	\$ 199.50	\$ 380.00	\$ 180.50	52.50%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 650.00	\$ 650.00	0.00%
Insurance Liability	6410	\$ -	\$ 98,292.97	\$ 115,144.00	\$ 111,732.00	\$ 3,412.00	103.05%
Equipment Maintenance	6500	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00	0.00%
Fuel	6510	\$ 2,827.75	\$ 22,235.58	\$ 28,070.23	\$ 43,000.00	\$ 14,929.77	65.28%

**General Ledger  
Fund 10 General Fund  
February 2019 67%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Vehicle Maintenance	6520	\$ 1,413.64	\$ 23,910.04	\$ 20,490.58	\$ 35,400.00	\$ 14,909.42	57.88%
Office Equipment Maintenance	6530	\$ -	\$ 400.00	\$ -	\$ 200.00	\$ 200.00	0.00%
Computer Equip Maintenance	6540	\$ -	\$ 1,625.06	\$ -	\$ 2,400.00	\$ 2,400.00	0.00%
Building Repair	6610	\$ 14,103.70	\$ 30,912.63	\$ 69,915.49	\$ 96,200.00	\$ 26,284.51	72.68%
Bldg Equip Maint/Repair	6620	\$ 427.50	\$ 22,916.27	\$ 3,889.09	\$ 22,875.00	\$ 18,985.91	17.00%
Improvements/Maintenance	6630	\$ -	\$ 18,927.05	\$ 19,157.63	\$ 24,000.00	\$ 4,842.37	79.82%
Hill Fire 2018	6640	\$ 1,218.06	\$ -	\$ 15,225.14	\$ -	\$ 15,225.14	0.00%
Grounds Maintenance	6710	\$ 6,609.35	\$ 49,744.14	\$ 45,118.02	\$ 87,980.00	\$ 42,861.98	51.28%
Tree Care Assess	6719	\$ -	\$ 225.00	\$ 13,119.00	\$ 10,000.00	\$ 3,119.00	131.19%
Contracted LS Services	6720	\$ -	\$ 650.94	\$ 832.10	\$ -	\$ 832.10	0.00%
Park Amenities Assess	6722	\$ -	\$ 1,652.75	\$ -	\$ -	\$ -	0.00%
Park Signage (Branding)	6725	\$ 350.00	\$ 304.00	\$ 435.29	\$ 15,000.00	\$ 14,564.71	2.90%
Contracted Pest Control	6730	\$ -	\$ 425.00	\$ 975.00	\$ 2,000.00	\$ 1,025.00	48.75%
Rubbish & Refuse	6740	\$ 3,067.17	\$ 43,085.91	\$ 38,465.74	\$ 65,760.00	\$ 27,294.26	58.49%
Vandalism/Theft	6750	\$ -	\$ 378.51	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Memberships	6810	\$ 450.00	\$ 12,283.18	\$ 12,354.63	\$ 14,315.00	\$ 1,960.37	86.31%
Office Expense	6900	\$ -	\$ 14.99	\$ -	\$ -	\$ -	0.00%
Office Supplies	6910	\$ 482.40	\$ 14,222.77	\$ 11,334.05	\$ 29,934.00	\$ 18,599.95	37.86%
Postage Expense	6920	\$ 558.40	\$ 17,504.21	\$ 6,582.58	\$ 26,900.00	\$ 20,317.42	24.47%
Advertising Expense	6930	\$ 180.28	\$ 6,615.60	\$ 11,044.71	\$ 12,240.00	\$ 1,195.29	90.23%
Printing Charges	6940	\$ 1,111.40	\$ 6,412.40	\$ 9,851.63	\$ 14,048.00	\$ 4,196.37	70.13%
ActiveNet Charges	6950	\$ 4,203.10	\$ 31,698.70	\$ 33,251.87	\$ 55,758.00	\$ 22,506.13	59.64%
Approp Redev/Collection Fees	6960	\$ -	\$ 187,031.42	\$ 216,603.87	\$ 399,740.00	\$ 183,136.13	54.19%
Minor Furn Fixture & Equip	6980	\$ -	\$ 775.32	\$ 851.60	\$ 1,533.00	\$ 681.40	55.55%
Comp Hardware/Software Exp	6990	\$ 14.99	\$ 6,360.63	\$ 8,298.49	\$ 13,264.00	\$ 4,965.51	62.56%
Fingerprint Fees (HR)	7010	\$ 76.00	\$ 779.00	\$ 540.00	\$ 2,440.00	\$ 1,900.00	22.13%
Fire & Safety Insp Fees	7020	\$ -	\$ 1,990.10	\$ 4,052.43	\$ 3,925.00	\$ 127.43	103.25%
Permit & Licensing Fees	7030	\$ -	\$ 6,276.29	\$ 8,537.79	\$ 11,150.00	\$ 2,612.21	76.57%
State License Fee	7040	\$ -	\$ 341.25	\$ 755.00	\$ 400.00	\$ 355.00	188.75%
Professional Services	7100	\$ -	\$ 400.00	\$ 1,400.00	\$ 1,000.00	\$ 400.00	140.00%
Legal Services	7110	\$ 2,780.00	\$ 25,839.04	\$ 39,329.50	\$ 69,150.00	\$ 29,820.50	56.88%
Typeset and Print Services	7115	\$ -	\$ 24,295.77	\$ 24,745.80	\$ 45,900.00	\$ 21,154.20	53.91%
Instructor Services	7120	\$ 8,891.40	\$ 77,956.33	\$ 86,076.00	\$ 168,426.00	\$ 82,350.00	51.11%
PERS Admin Fees	7125	\$ -	\$ 1,036.92	\$ 563.18	\$ 1,550.00	\$ 986.82	36.33%
Audit Services	7130	\$ 3,960.00	\$ 8,800.00	\$ 9,960.00	\$ 17,260.00	\$ 7,300.00	57.71%
Medical & Health Svcs (HR)	7140	\$ 100.00	\$ 1,400.00	\$ 1,095.00	\$ 5,500.00	\$ 4,405.00	19.91%
Security Services	7150	\$ -	\$ 5,603.59	\$ 3,422.88	\$ 5,400.00	\$ 1,977.12	63.39%
Entertainment Services	7160	\$ -	\$ 737.53	\$ 1,324.99	\$ 5,000.00	\$ 3,675.01	26.50%
Business Services	7180	\$ 6,529.04	\$ 55,387.70	\$ 62,631.49	\$ 88,600.00	\$ 25,968.51	70.69%
Umpire/Referee Services	7190	\$ 150.00	\$ 860.00	\$ 1,150.00	\$ 2,065.00	\$ 915.00	55.69%
Subscriptions	7210	\$ -	\$ 1,510.40	\$ 573.79	\$ 4,508.00	\$ 3,934.21	12.73%
Rents and Leases	7300	\$ -	\$ 2,413.28	\$ -	\$ -	\$ -	0.00%
Rents & Leases Equip	7310	\$ 542.52	\$ 12,371.78	\$ 23,587.03	\$ 40,210.00	\$ 16,622.97	58.66%
Bldg/Field Leases & Rental	7320	\$ -	\$ 15.00	\$ -	\$ 120.00	\$ 120.00	0.00%
Event Supplies	7410	\$ 68.10	\$ 863.69	\$ 990.07	\$ 2,000.00	\$ 1,009.93	49.50%
Supplies	7420	\$ 53.79	\$ 4,480.02	\$ 3,165.20	\$ 5,300.00	\$ 2,134.80	59.72%
Bingo Supplies	7430	\$ 553.20	\$ 5,091.84	\$ 5,351.76	\$ 8,500.00	\$ 3,148.24	62.96%
Sporting Goods	7440	\$ 58.18	\$ 5,621.94	\$ 2,284.60	\$ 8,586.00	\$ 6,301.40	26.61%
Arts and Craft Supplies	7450	\$ -	\$ 1,711.91	\$ 88.32	\$ 1,940.00	\$ 1,851.68	4.55%
Training Supplies	7460	\$ 200.00	\$ 668.00	\$ 447.00	\$ 2,650.00	\$ 2,203.00	16.87%
Camp Supplies	7470	\$ -	\$ 318.50	\$ 1,143.82	\$ 2,200.00	\$ 1,056.18	51.99%
Small Tools	7500	\$ 45.48	\$ 5,759.27	\$ 5,241.51	\$ 6,100.00	\$ 858.49	85.93%
Safety Supplies	7510	\$ -	\$ 1,914.64	\$ 989.28	\$ 4,690.00	\$ 3,700.72	21.09%
Uniform Allowance	7610	\$ 596.44	\$ 6,076.05	\$ 6,858.13	\$ 12,600.00	\$ 5,741.87	54.43%
Safety Clothing	7620	\$ 380.22	\$ 1,194.27	\$ 1,330.47	\$ 6,054.00	\$ 4,723.53	21.98%
Conference&Seminar Staff	7710	\$ 1,602.71	\$ 11,610.40	\$ 11,095.22	\$ 21,775.00	\$ 10,679.78	50.95%
Conference&Seminar Board	7715	\$ 275.00	\$ 735.00	\$ 355.00	\$ 2,280.00	\$ 1,925.00	15.57%
Conference&Seminar Travel Exp	7720	\$ 1,886.20	\$ 1,504.63	\$ 8,525.58	\$ 11,643.00	\$ 3,117.42	73.22%
Out of Town Travel Board	7725	\$ -	\$ 1,386.59	\$ 1,418.82	\$ 7,085.00	\$ 5,666.18	20.03%
Private Vehicle Mileage	7730	\$ 186.63	\$ 1,648.86	\$ 1,641.82	\$ 2,503.00	\$ 861.18	65.59%
Transportation Charges	7740	\$ -	\$ 228.01	\$ 150.08	\$ 1,110.00	\$ 959.92	13.52%
Buses/Excursions	7750	\$ 2,574.00	\$ 3,329.02	\$ 15,927.54	\$ 23,950.00	\$ 8,022.46	66.50%
Tuition/Book Reimbursement	7760	\$ -	\$ -	\$ 925.73	\$ -	\$ 925.73	0.00%
Utilities Gas	7810	\$ 447.03	\$ 12,072.26	\$ 14,455.81	\$ 27,488.00	\$ 13,032.19	52.59%
Utilities Water	7820	\$ 6,194.64	\$ 499,822.13	\$ 418,295.48	\$ 816,188.00	\$ 397,892.52	51.25%
Utilities Electric	7830	\$ 10,373.65	\$ 127,996.20	\$ 119,257.45	\$ 237,062.00	\$ 117,804.55	50.31%
Airport Assessment Exp	7840	\$ -	\$ 2,843.00	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Awards and Certificates	7910	\$ 172.09	\$ 8,268.41	\$ 8,036.47	\$ 16,940.00	\$ 8,903.53	47.44%
Meals for Staff Training	7920	\$ 153.25	\$ 1,309.90	\$ 1,557.49	\$ 2,810.00	\$ 1,252.51	55.43%
Employee Morale	7930	\$ -	\$ 595.67	\$ 386.37	\$ 4,250.00	\$ 3,863.63	9.09%
COP Debt PV Fields	7950	\$ 20,202.92	\$ 164,272.72	\$ 161,623.33	\$ 242,435.00	\$ 242,435.00	66.67%
Reserve Vehicle Fleet	7970	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	100.00%
Reserve Computer Fleet	7971	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	100.00%
Reserve Designated Projects	7972	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	0.00%

**General Ledger  
Fund 10 General Fund  
February 2019 67%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Reserve Dry Period	7973	\$ -	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	100.00%
Reserve Repair/Oper/Admin	7975	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	100.00%
<b>Services and Supplies</b>		<b>\$ 113,468.80</b>	<b>\$ 1,888,517.57</b>	<b>\$ 1,951,782.75</b>	<b>\$ 3,313,921.00</b>	<b>\$ 1,707,554.38</b>	<b>58.90%</b>
<b>YTD Comparison</b>				<b>\$ 63,265.18</b>			
Capital	8400	\$ -	\$ 610.96	\$ -	\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$ -	\$ 33,358.52	\$ -	\$ 7,000.00	\$ 7,000.00	0.00%
Needs Assessment	8422	\$ -	\$ 79,017.39	\$ 1,032.00	\$ -	\$ (1,032.00)	0.00%
Bob Kildee Parking Lot	8423	\$ -	\$ 166,295.00	\$ -	\$ -	\$ -	0.00%
Hardwalls GM/HR Offices	8425	\$ -	\$ 15,528.45	\$ -	\$ -	\$ -	0.00%
Charter Oak Windrow	8426	\$ -	\$ 11,025.00	\$ -	\$ -	\$ -	0.00%
Bob Kildee PournPlay	8429	\$ -	\$ 17,600.00	\$ -	\$ -	\$ -	0.00%
Cam Grve Dog PKArtificial Turf	8430	\$ -	\$ 19,312.93	\$ -	\$ -	\$ -	0.00%
Freedom Pk Baseball Flds Desig	8432	\$ -	\$ -	\$ 4,584.05	\$ -	\$ (4,584.05)	0.00%
Aquatics Tankless Wtr Heaters	8433	\$ -	\$ 21,514.22	\$ -	\$ -	\$ -	0.00%
Auditorium Patio	8434	\$ -	\$ 11,992.50	\$ -	\$ -	\$ -	0.00%
Auditorium Restroom Remodel	8435	\$ -	\$ 238.38	\$ 2,771.41	\$ -	\$ (2,771.41)	0.00%
Springville Dog Park Wall	8436	\$ 3,789.74	\$ -	\$ 75,830.53	\$ -	\$ (75,830.53)	0.00%
Mission Oaks Roof	8438	\$ -	\$ 17,866.00	\$ -	\$ -	\$ -	0.00%
Office Design/Carpet/Server	8440	\$ -	\$ 26,135.93	\$ -	\$ -	\$ -	0.00%
Admin Bldg Roofs #6,#7,Admin	8441	\$ -	\$ 133,091.00	\$ -	\$ -	\$ -	0.00%
Pool Plaster/Fiberglass Resurf	8448	\$ 80,583.16	\$ -	\$ 161,614.26	\$ 135,000.00	\$ (26,614.26)	119.71%
Pool Slide Metal Support	8449	\$ -	\$ -	\$ 18,689.78	\$ 40,000.00	\$ 21,310.22	46.72%
Bob Kildee Restroom Roof	8450	\$ -	\$ -	\$ 15,613.00	\$ 15,000.00	\$ (613.00)	104.09%
Freedom RR/Concession Roof	8451	\$ -	\$ -	\$ 23,459.60	\$ 18,000.00	\$ (5,459.60)	130.33%
Charter Oak Tree Windrow	8452	\$ -	\$ -	\$ 6,562.50	\$ 10,000.00	\$ 3,437.50	65.63%
PV Fields Painting Phase I	8453	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Comm Ctr Exterior Restrooms	8454	\$ 5,858.39	\$ -	\$ 17,000.90	\$ 40,000.00	\$ 22,999.10	42.50%
Bob Kildee Irrigation Pump	8455	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Mtr EnclosurEncnt,Fhill,Adolf	8456	\$ -	\$ -	\$ 6,684.24	\$ 24,000.00	\$ 17,315.76	27.85%
Arneill Rnch Park Picnic Area	8457	\$ -	\$ -	\$ 23,507.52	\$ 25,400.00	\$ 1,892.48	92.55%
Pitts Ranch Park Pavilion	8458	\$ 44,490.00	\$ -	\$ 44,490.00	\$ 64,000.00	\$ 19,510.00	69.52%
<b>Capital</b>		<b>\$ 134,721.29</b>	<b>\$ 553,586.28</b>	<b>\$ 401,839.79</b>	<b>\$ 403,400.00</b>	<b>\$ 1,560.21</b>	<b>99.61%</b>
<b>YTD Comparison</b>				<b>\$ (151,746.49)</b>			
<b>Total Expenses</b>		<b>\$ 429,937.60</b>	<b>\$ 4,451,384.65</b>	<b>\$ 4,847,794.73</b>	<b>\$ 8,082,909.00</b>	<b>\$ 3,586,580.40</b>	<b>59.98%</b>
<b>YTD Comparison</b>				<b>\$ 396,410.08</b>			

**General Ledger  
Fund 20 Assessment District  
February 2019 67%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ 97.88	\$ 773.28	\$ 326.34	\$ 275.00	\$ 51.34	118.67%
Assessment Revenue	5500	\$ 5,085.61	\$ 607,722.05	\$ 637,847.02	\$ 1,108,778.00	\$ 470,930.98	57.53%
<b>Revenue</b>		<b>\$ 5,183.49</b>	<b>\$ 608,495.33</b>	<b>\$ 638,173.36</b>	<b>\$ 1,109,053.00</b>	<b>\$ 470,879.64</b>	<b>57.54%</b>
<b>YTD Comparison</b>				<b>\$ 29,678.03</b>			
<b>Expense</b>							
Full Time Salaries	6100	\$ 1,528.28	\$ 48,810.11	\$ 11,462.88	\$ 21,232.00	\$ 9,769.12	53.99%
Car Allowance	6105	\$ -	\$ 185.11	\$ -	\$ -	\$ -	0.00%
Cell Phone Allowance	6108	\$ -	\$ 30.08	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$ 228.86	\$ 8,401.64	\$ 1,847.30	\$ 3,752.00	\$ 1,904.70	49.24%
Employee Insurance	6130	\$ 241.86	\$ 7,198.27	\$ 1,606.38	\$ 3,707.00	\$ 2,100.62	43.33%
Workers Compensation	6140	\$ 174.50	\$ 4,863.85	\$ 1,283.27	\$ 2,026.00	\$ 742.73	63.34%
<b>Personnel</b>		<b>\$ 2,173.50</b>	<b>\$ 69,489.06</b>	<b>\$ 16,199.83</b>	<b>\$ 30,717.00</b>	<b>\$ 14,517.17</b>	<b>52.74%</b>
<b>YTD Comparison</b>				<b>\$ (53,289.23)</b>			
<b>Services and Supplies</b>							
Incidental Costs Assess	6709	\$ 7,500.00	\$ 15,426.15	\$ 17,276.34	\$ 31,660.00	\$ 14,383.66	54.57%
Grounds Maintenance	6710	\$ 6.64	\$ -	\$ 6.64	\$ -	\$ 6.64	0.00%
Tree Care Assess	6719	\$ -	\$ 20,760.50	\$ 32,475.00	\$ 30,000.00	\$ 2,475.00	108.25%
Contracted LS Services	6720	\$ 39,463.83	\$ 273,510.30	\$ 291,760.64	\$ 473,568.00	\$ 181,807.36	61.61%
Park Amenities Assess	6722	\$ -	\$ 15,150.43	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
ActiveNet Charges	6950	\$ -	\$ 54.00	\$ 78.00	\$ 60.00	\$ 18.00	130.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ 1,556.06	\$ 7,500.00	\$ 5,943.94	20.75%
COP Debt PV Fields	7950	\$ -	\$ 247,859.38	\$ 246,409.38	\$ 511,409.00	\$ 264,999.62	48.18%
<b>Expense</b>		<b>\$ 49,143.97</b>	<b>\$ 642,249.82</b>	<b>\$ 605,761.89</b>	<b>\$ 1,104,914.00</b>	<b>\$ 499,152.11</b>	<b>54.82%</b>
<b>YTD Comparison</b>				<b>\$ (638,915.82)</b>			
<b>Total Expenses</b>		<b>\$ 51,317.47</b>	<b>\$ 711,738.88</b>	<b>\$ 621,961.72</b>	<b>\$ 1,135,631.00</b>	<b>\$ 513,669.28</b>	<b>54.77%</b>
<b>YTD Comparison</b>				<b>\$ (89,777.16)</b>			

**General Ledger**  
**Fund 30 Park Dedication Fee (Quimby Fee)**  
**February 2019 67%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
<b>Revenue</b>							
Interest Earnings	5310	\$ 12,600.27	\$ 12,204.92	\$ 36,473.70	\$ 23,600.00	\$ 12,873.70	154.55%
MBS Interest Earnings	5320	\$ 4,023.34	\$ 13,909.84	\$ 10,013.48	\$ -	\$ 10,013.48	0.00%
Park Dedication Fees	5400	\$ -	\$ -	\$ 50,291.16	\$ -	\$ 50,291.16	0.00%
<b>Revenue</b>		<b>\$ 16,623.61</b>	<b>\$ 26,114.76</b>	<b>\$ 96,778.34</b>	<b>\$ 23,600.00</b>	<b>\$ 73,178.34</b>	<b>410.08%</b>
<b>YTD Comparison</b>				<b>\$ 70,663.58</b>			

<b>Expense</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
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<b>Capital</b>							
Valle Lindo Restroom/Pavilion	8444	\$ 18,210.00	\$ -	\$ 18,210.00	\$ 425,000.00	\$ 406,790.00	4.28%
Nancy Bush Park Playground	8445	\$ 74,162.49	\$ -	\$ 137,323.94	\$ 250,000.00	\$ 112,676.06	54.93%
Nancy Bush Park Picnic Area	8446	\$ 12,900.00	\$ -	\$ 29,550.60	\$ 45,600.00	\$ 16,049.40	64.80%
Nancy Bush Park Pavilion	8447	\$ -	\$ -	\$ -	\$ 65,000.00	\$ 65,000.00	0.00%
Freedom Baseball Fields	8459	\$ 62,620.20	\$ -	\$ 64,338.38	\$ 1,100,000.00	\$ 1,035,661.62	5.85%
Mel Vincent Park Restrooms	8460	\$ -	\$ -	\$ -	\$ 110,000.00	\$ 110,000.00	0.00%
<b>Capital</b>		<b>\$ 154,992.69</b>	<b>\$ -</b>	<b>\$ 236,522.92</b>	<b>\$ 1,995,600.00</b>	<b>\$ 1,759,077.08</b>	<b>11.85%</b>
<b>YTD Comparison</b>			<b>\$ -</b>	<b>\$ 485,945.84</b>			

**PARK DEDICATION FEES (QUIMBY)**

Date Received	Amount	Developer	Amount Used	Amount Earmarked	Balance	Sunset Date
7/31/2014	\$ 615,709.00	AMLI	\$ 185,084.54	\$ -	\$ 430,624.46	7/31/2019
1/15/2015	\$ 2,250,489.00	Fairfield Camarillo LLC	\$ 68,922.43	\$ -	\$ 2,181,566.57	1/31/2020
8/8/2016	\$ 2,649,209.00	Elacora Mission Oaks	\$ 189,887.74	\$ -	\$ 2,459,321.26	8/8/2021
8/10/2016	\$ 474,353.00	KB Homes	\$ -	\$ -	\$ 474,353.00	8/10/2021
6/7/2018	\$ 21,612.25	Crestview	\$ -	\$ -	\$ 21,612.25	6/7/2023
6/29/2018	\$ 96,391.39	Aldersgate Construction	\$ -	\$ -	\$ 96,391.39	6/29/2023
1/11/2019	\$ 50,291.16	Aldersgate Construction	\$ -	\$ -	\$ 50,291.16	1/11/2024
<b>Total</b>	<b>\$ 6,158,054.80</b>		<b>\$ 443,894.71</b>	<b>\$ -</b>	<b>\$ 5,714,160.09</b>	

**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: April 3, 2019**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION  
NO. 619 PROCLAIMING APRIL 2019 AS ARBOR  
MONTH**

**SUMMARY**

Over 140 years ago, Morton Sterling celebrated the first “Arbor Day” in Lincoln, Nebraska. Each year, the Board has chosen to recognize a month as “Arbor Month” to celebrate trees and their importance to the District.

**BACKGROUND**

Over 140 years ago, Morton Sterling celebrated the first “Arbor Day” in Lincoln, Nebraska. From that date until today the holiday has spread throughout the country and the world. The holiday was originally conceived to educate the public on the value of trees and environmental stewardship. The National Arbor Day Foundation continues to provide valuable research and outreach materials to provide the general public with a full understanding of the costs and benefits of tree planting and restoration. District staff utilizes this information to provide educational community tree planting events.

**ANALYSIS**

This proclamation acknowledges the District’s continued efforts in educating the public on the value of trees in the urban environment. Staff utilizes tree care professionals and educational material provided by the National Arbor Day Foundation to educate the community on the benefits and value of trees. To continue the tradition celebrating Arbor Day the Pleasant Valley Recreation and Park District is committing to planting 30 trees at parks throughout the District. In conjunction with the Rotary Club of Camarillo, the District will be planting at least 20 *Quercus Agrifolia* (Coast Live Oak) within Camarillo Grove Park.

**FISCAL IMPACT**

There is no fiscal impact to the District.

**RECOMMENDATION**

It is recommended the Board proclaim April 2019 as Arbor Month and adopt Resolution No. 619 to recognize this proclamation within the District, by extending Arbor Day to a full month to emphasize how essential trees are to the health and well-being of the District’s community.

**ATTACHMENT**

- 1) Resolution No. 619 (1 page)



**RESOLUTION NO. 619  
OF THE BOARD OF DIRECTORS  
OF PLEASANT VALLEY RECREATION & PARK DISTRICT**

**DECLARING APRIL 2019  
ARBOR MONTH**

**WHEREAS**, Pleasant Valley Recreation and Park District understands the benefits of trees within the community; and

**WHEREAS**, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

**WHEREAS**, the holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world, and trees can lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and ;

**WHEREAS**, trees in our community increase property values, enhance economic vitality of business areas, and wherever planted are a source of joy and spiritual renewal,

**NOW THEREFORE WE**, the Pleasant Valley Recreation and Park District Board of Directors, do hereby proclaim the month of April 2019 as **Arbor Month**, extending Arbor Day to a full month to emphasize how essential trees are to the health and well-being of District's community.

Passed and Adopted this 3<sup>rd</sup> day of April 2019.

\_\_\_\_\_  
Robert Kelley, Chair

\_\_\_\_\_  
Elaine L. Magner, Vice-Chair

\_\_\_\_\_  
Neal Dixon, Secretary

\_\_\_\_\_  
Mike Mishler, Director

\_\_\_\_\_  
Mark Malloy, Director

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Lanny Binney, Recreation Supervisor**

**DATE: April 3, 2019**

**SUBJECT: CONSIDERATION AND ADOPTION OF  
RESOLUTION NO. 620 PROCLAIMING MAY 2019  
AS OLDER AMERICAN'S MONTH**

**SUMMARY**

In combination with the Older American's Act, the City of Camarillo, the State and the County Area Agency on Aging, staff is requesting that the Board proclaim the month of May 2019 as Older American's Month.

**ANALYSIS**

The proclamation will be in recognition of the older adult population in the District. Staff will display the proclamation at the 50+ EXPO and then it will be placed on a wall in the Pleasant Valley Senior Center throughout the rest of the year. Staff is currently working to organize the annual 50+ EXPO which will be held on Tuesday, May 7, 2019.

**FISCAL IMPACT**

There is no fiscal impact to the District.

**RECOMMENDATION**

It is recommended the Board adopt Resolution No. 520 proclaiming the month of May 2019 as Older American's Month to recognize the older adult population in the Pleasant Valley Recreation and Park District.

**ATTACHMENTS**

- 1) Resolution No. 620 (1 page)

**RESOLUTION NO. 520 OF  
THE BOARD OF DIRECTORS  
OF PLEASANT VALLEY RECREATION & PARK DISTRICT**

**DECLARING THE MONTH OF MAY 2019  
OLDER AMERICAN'S MONTH**

*WHEREAS, Pleasant Valley Recreation and Park District is home to more than 16,200 citizens aged 60 years or older; and*

*WHEREAS, the older citizens of Pleasant Valley Recreation and Park District are representative of an unprecedented trend in the nation's demographic makeup; and*

*WHEREAS, older persons are, as citizens and community members, entitled to lives of dignity and independence, free from the fears, myths and misconceptions about aging; and*

*WHEREAS, as America grows older, each community must strive to understand and address the evolving challenges and needs of our older citizens and the people who care for them; and*

*WHEREAS, our society is dependent upon the nurturing, support, and resources shared between generations, and benefits from our mutual efforts to meet the needs of America's older persons and those who love them;*

***NOW THEREFORE WE, the Pleasant Valley Recreation and Park District, Board of Directors, do hereby proclaim the month of May 2019 as **Older American's Month.*****

*Passed and Adopted this 3<sup>rd</sup> day of April 2019.*

\_\_\_\_\_  
Robert Kelley, Chair

\_\_\_\_\_  
Elaine L. Magner, Vice-Chair

\_\_\_\_\_  
Neal Dixon, Secretary

\_\_\_\_\_  
Mike Mishler, Director

\_\_\_\_\_  
Mark Malloy, Director

**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: April 3, 2019**

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

**RECOMMENDATION**

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

**BACKGROUND**

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

**ANALYSIS**

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

**FISCAL IMPACT**

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

**RECOMMENDATION**

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

**ATTACHMENTS**

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



**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: April 3, 2019**

**SUBJECT: APPROVE RESOLUTION NO. 621 TO CONTINUE THE  
LOCAL EMERGENCY THAT RESULTED DUE TO THE  
HILL FIRE 2018**

**SUMMARY**

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

Resolution No. 603	Declare Local Emergency	11/16/2018
Resolution No. 605	Continue Local Emergency	12/06/2018
Resolution No. 609	Continue Local Emergency	01/02/2019
Resolution No. 612	Continue Local Emergency	02/06/2019
Resolution No. 616	Continue Local Emergency	03/06/2019

**BACKGROUND**

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

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

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

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

On January 2, 2019, the Board of Directors approved Resolution No. 609 to continue the local emergency for the replacement/repairs needed at Camarillo Grove Park.

On February 6, 2019, the Board of Directors approved Resolution No. 612 to continue the local emergency for the replacement/repairs needed at Camarillo Grove Park.

On March 6, 2019, the Board of Directors approved Resolution No. 616 to continue the local emergency for the replacement/repairs needed at Camarillo Grove Park.

### **ANALYSIS**

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

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

The District has been assigned a disaster recovery number and has begun the process with Federal Emergency Management Agency (FEMA) regarding any cost the District's insurance carrier may not cover.

The debris removal is almost completed at the park and the District is working on replacing fencing, artificial turf, some trees (saplings) along with working on getting the play structure replaced. Staff is meeting weekly with a Cal OES/FEMA representative to review progress of the repairs/replacement.

On March 8, 2019 the District was notified via mail by FEMA that the District's request for Public Assistance for the November 2018 California Wildfires had been approved. District staff along with insurance representatives continue to move forward with the repairs and replacement at the park.

### **FISCAL IMPACT**

No fiscal impact with this action.

### **RECOMMENDATION**

It is recommended the Board approve Resolution No. 621 declaring the continuation of the local emergency that was declared on November 16, 2018 in order to allow staff to start/complete necessary repairs and/or maintenance to Camarillo Grove Park which sustained significant damage during the Hill Fire on November 8, 2018.

### **ATTACHMENTS**

- 1) Resolution No. 621 (2 pages)

## **RESOLUTION NO. 621**

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

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

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

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

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

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

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

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



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

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

This resolution was adopted on April 3, 2019.

Ayes:

Noes:

Absent:

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Robert Kelley, Chairman, PVRPD Board of Directors

ATTESTED:

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Dr. Neal Dixon, Secretary, PVRPD Board of Directors

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

**TO: BOARD OF DIRECTORS**

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

**DATE: April 3, 2019**

**SUBJECT: CONSIDERATION AND APPROVAL OF THE  
SPECIFICATIONS FOR THE MEL VINCENT PRE-  
FABRICATED RESTROOM FACILITY AND  
AUTHORIZATION TO INITIATE THE PUBLIC BID  
PROCESS**

**SUMMARY**

Mel Vincent Park was built by Comstock Homes as part of the developer requirements for the first phase of the Springville Housing Development. As part of the 2018-2019 budget process, the Board provided staff with direction to investigate the cost, location, as well as the possible design of a restroom facility to be located at Mel Vincent Park.

**BACKGROUND**

During the development of the 2018-2019 budget process, the Board requested staff to explore options to add a pre-fabricated restroom at Mel Vincent Park. The park was constructed by Comstock Stock Homes in 2017 and then was dedicated to the Pleasant Valley Recreation and Park District as part of the developer's requirements within the Springville Phase I project.

This park was opened in the spring of 2017 as a five (5) acre park. It was designed with amenities that could reach all ages; there is a pavilion that holds 30 people, four (4) individual picnic tables, two (2) playgrounds for different age groups, a fitness area with four (4) machines, two (2) sand volleyball courts, a walking path, circular basketball court with four (4) hoops, a drinking fountain and two (2) acres of open space. During the construction phase of the park, staff requested the developer to add the utilities for a future restroom building. The location of the utilities and connections lies between the parking lot and the basketball courts on the western edge of the park.

At the January 2, 2019 Board meeting, staff presented two (2) options for the pre-fabricated restroom building and the Board decided on option #2. The building will be a 8-foot by 18-foot structure with two single restroom stalls each having a toilet and sink along with the plumbing chase.

The District would be responsible for all city fees, compaction tests and ensuring the utilities are stubbed and operational at the site of install. Approximate cost is One Hundred and Twenty-Five Thousand to One Hundred and Thirty-Five Thousand (\$125,000-\$135,000) to complete this project.

**ANALYSIS**

As already stated, Mel Vincent Park has a multitude of amenities which encourages visitors to stay in the park for longer periods of times. It is used heavily, but the park lacks a nearby public restroom. Currently, the District has the following neighborhood parks which have restrooms: Nancy Bush, Valle Lindo, Arneill Ranch, and Pitts Ranch which also tend to have increased usage due to the various amenities. A couple of key features at Mel Vincent Park are the pavilion which is reservable and the off-street parking which lend themselves to patrons staying longer.

One of the added benefits of adding a restroom to this park is the potential to recover a small portion of the costs of the restroom and increase the rentability of the pavilion. When patrons are examining places to rent for birthday parties and family picnics, two key components are pavilions which have shade as well as restrooms. Since the park’s opening in the spring of 2017, it has generated just under seven hundred dollars (\$700.00) in revenue from the rental of the pavilion.

The prefabricated restroom building specialist will provide the District or the general contractor final building design architectural drawings and engineering calculations under the responsibility of a licensed structural engineer, in compliance with all local, state and federal codes. The design/build supplier shall construct the building offsite as a permanently relocatable building, transport it to the final required destination, and install the building turnkey which will be located on a 10’ x 20’ concrete pad. The District will be responsible to place utilities within six (6) feet of the building as well as ensure the pad is compacted to City codes.

**TIME LINE**

Request for Proposals released	April 8, 2019
Proposals must be received by	May 8, 2019
Contract award	June 7, 2019
Project start date approximately	June 14, 2019
Project completion date no later than	July 31, 2019

**FISCAL IMPACT**

There is no fiscal impact at this time.

**RECOMMENDATION**

It is recommended the Board consider and approve the Bid Specifications for the Pre-Fabricated Restroom Facility at Mel Vincent Park and authorize staff to initiate the public bidding process.

**ATTACHMENTS**

- 1) Site Map (1 page)
- 2) Request for Proposal (3 pages)
- 3) Notice for Calling for Bids (1 page)
- 4) Bid Specifications (81 pages)



**Bid Specifications for  
Mel Vincent Pre-  
Fabricated Restroom  
Facility**

**Request for Proposal:  
Due May 8, 2019**



**www.pvrpd.org • 805-482-1996**

**Bob Cerasuolo**  
**Park Services Manager**  
Pleasant Valley Recreation  
and Park District, Camarillo, CA  
805-482-5396 ext. 301  
bobc@pvrpd.org  
www.pvrpd.org

## **INVITATION TO BID**

Pleasant Valley Recreation and Park District is ("District") seeking bids for a Pre-Fabricated restroom facility located at 668 Calistoga, Camarillo Ca 93010 to the specifications:

## **DESCRIPTION OF WORK**

The building will be an 8-foot by 18-foot with two single restroom stalls each having a toilet and sink along with the plumbing chase. The prefabricated restroom building specialist will provide to the District or their general contractor final building design architectural drawings and engineering calculations under the responsibility of a licensed structural engineer, in compliance with all local, state and federal codes. The design/build supplier shall construct the building offsite as a permanently relocatable building, transport it to the final required destination, and install the building turnkey which will be located on a 10' x 20' concrete pad. The District will be responsible to place utilities within six (6) feet of the building as well as ensure the pad is compacted to City codes.

## **BASIC OF SPECIFICATIONS**

Refer to manufacturer's specifications unless otherwise noted herein, the basic of specifications for this project shall be the Standard Specifications for Public Works Construction (the "GREEN BOOK"), latest edition.

## **PROPOSAL PROCESS**

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

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

## **EVALUATION OF PROPOSALS**

District staff will review the proposals. The selected Contractor will be contacted to let them know they have been awarded the bid.

### **The evaluation of proposal will be based on the following:**

- Completeness and thoroughness of information provided and adherence to deliverables
- Ability to meet budget, although cost will not be the sole factor
- Ability to comply with all State, Federal and local regulations
- Ability to possess a California State Contractor License and a District of Camarillo business license and the proper insurance and bonding
- Ability to possess a D.I.R number

The Pleasant Valley Recreation and Park District Board of Directors will make the final award. No other officer or agent may obligate or bind the District.

## HOURS OF OPERATION

Unless otherwise approved by the General Manager, the Contractor shall not work outside the following Hours of Operation on this Project:

Weekdays (M/T/W/TH/F): 7:00 AM - 7:00 PM

Weekends (Sat. & Sun.): 7:00 AM – 7:00 PM

Holidays: No Work. (Holidays are those Holidays observed by the District)

## DESCRIPTION

The work to be performed under this Specification, No. MV - 1 consists of furnishing, by the Contractor in accordance with the contract drawings and specifications and subject to the terms and conditions of the Contract, all materials, equipment, tools, labor and incidentals necessary for the construction of the proposed project, complete and in place.

## TIME LINE

Request for Proposals released	April 8, 2019
Proposals must be received by	May 8, 2019
Contract award	June 7, 2019
Project start date approximate	June 14, 2019
Project completion date no later than	July 31, 2019

## PROPOSAL DEADLINE

The deadline for the proposal is **Wednesday May 8, 2019**. Proposal must be submitted in a sealed envelope marked ***RFP Mel Vincent Pre-Fabricated Restroom Facility*** by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

Please submit two (2) copies of the proposal to:

**Bob Cerasuolo,**  
**Park Services Manager**  
**Pleasant Valley Recreation and Park District**  
**1605 E. Burnley Street**  
**Camarillo, CA 93010**  
[bobc@pvrpd.org](mailto:bobc@pvrpd.org)

FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

NOTICE CALLING FOR BID PROPOSALS FOR  
Mel Vincent Pre-Fabricated Restroom Building SPEC NO. MV-1

PUBLIC NOTICE IS HEREBY GIVEN that Pleasant Valley Recreation and Park District (PVRPD) invites sealed bids for the propose to furnish all labor, equipment, tools and incidentals as required in the Plans, Specifications and Contract documents for said Mel Vincent Pre-Fabricated Restroom Building SPEC # MV-1. The work will take place at 668 Calistoga, Camarillo, California 93010 and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **Mel Vincent Pre-Fabricated Restroom Building project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. D.I.R numbers are required for this project at the time of bid award.** Sealed bids will be received at the administrative office of Pleasant Valley Recreation and Parks 1605 E. Burnley St., Camarillo, CA 93010. Bids are due on Wednesday May 8, 2019. Late proposals will not be considered. A full set of contract documents are available for inspection on the Districts web site. **CLASSIFICATION OF CONTRACTORS' LICENSES** – In accordance with Public Contract Code Section 3300, a Contractor submitting a proposal for performance of the Work shall possess a classification of “**B**” License (or highest recognized license to perform specified work) at the time the contract is awarded. A Contractor shall certify that the license(s) specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated by the Contract Documents, and submission of a bid shall be deemed certification thereof by the bidder. A Contractor shall provide District with its Contractor's license number and expiration date as provided in its bid and shall present to the Districts satisfactory evidence that the licensed and in good standing. The successful bidder shall maintain its license in good standing throughout the course of the Work. The work shall be done in accordance with the instructions to bidders that comprise the bid package. Bids must be prepared on the approved bid proposal forms and placed in a sealed envelope plainly marked on the outside in conformance with the instructions to bidders. Bidders are hereby notified they must meet all State and Federal Labor requirements, including the State Prevailing Wage rates shall apply. In addition, and Equal Employment Opportunity regulations shall apply.



**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

**MEL VINCENT PRE-FABRICATED RESTROOM  
PROJECT**

**FISCAL YEAR 2018/ 2019**

**SPEC NO. MV-1**

**BID OPENING: Tuesday, April 8, 2019, at 10:00 A.M.**

1605 E. Burnley Street  
Camarillo, CA 93010

Phone: (805) 482-1996 / Fax: (805) 482-7451

PLEASANT VALLEY RECREATION & PARK DISTRICT  
CALIFORNIA

CONTRACT DOCUMENTS,  
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

**MEL VINCENT PRE-FABRICATED RESTROOM  
PROJECT**

**SPEC NO. MV-1**

**FISCAL YEAR 2018-2019**

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

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Bob Cerasuolo, RCE \_\_\_\_\_ Date \_April 8, 2019  
Park Services Manager

**PLEASANT VALLEY RECREATION & PARK DISTRICT**  
**MEL VINCENT PRE-FABRICATED RESTROOM**  
**PROJECT**

**SPEC NO. MV-1**

**FISCAL YEAR 2018-2019**

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

**FOR THE**

**MEL VINCENT PRE-FABRICATED RESTROOM PROJECT  
SPEC NO. MV-1\_\_\_\_\_**

**PUBLIC NOTICE IS HEREBY GIVEN THAT:**

Sealed bids will be received at the Office of the District, 1605 E. Burnley Street Camarillo, CA 93010, up to the hour of **12:00 P.M. Tuesday, May 8, 2019**, at which time they will be publicly opened and read aloud at the Administration office, **located in Camarillo, California**, for performing the following work:

**MEL VINCENT PRE-FABRICATED RESTROOM PROJECT  
SPEC NO. MV-1**

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

The words **MEL VINCENT PRE-FABRICATED RESTROOM PROJECT, SPEC. NO. MV-1** shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

**MANDATORY INFORMATIONAL PRE-BID MEETING.** There will be a Mandatory Informational Pre-Bid meeting N/A, \_\_\_\_\_, 20  , at   :00 A.M., in the Parks Works Department, 1605 E. Burnley Street, Camarillo, CA 93010.

**DESCRIPTION OF WORK:** The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project to **MEL VINCENT PRE-FABRICATED RESTROOM**. The work will take place at 668 Calistoga St in Camarillo, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

**THE ENGINEER'S ESTIMATE FOR THIS PROJECT IS: \$130,000.**

**COMPLETION OF WORK:** All work to be done under this contract shall be completed within **SIXTY (60) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Engineer.

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

**OBTAINING CONTRACT DOCUMENTS:** Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/parks/capital> projects. Paper copies are also available in Parks Department, 1605 E. Burnley Street Camarillo, CA 93010, (805) 482-1996, upon payment of a \$100.00 non-refundable fee if picked up, or payment of a \$150.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

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

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

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

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

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

**CONTRACTOR'S LICENSE:** At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "**B**" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license. A Contractor shall provide District with its Contractor's license number and expiration date as provided in its bid and shall present to the District satisfactory evidence that the contractor is licensed and is in good standing. The successful bidder shall maintain its license in good standing throughout the course of the work and have the Ability to **possess a D.I.R number.**

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

**BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email the Park Services Manager, Bob Cerasuolo, at [bobc@pvrpd.org](mailto:bobc@pvrpd.org), 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR MEL VINCENT PRE-FABRICATED RESTROOM PROJECT, SPEC NO. MV-1.**

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

**BID RESULTS:** Bid results shall also be available on the Pleasant Valley Recreation & Park District's website (<http://www.pvrpd.org/>) within 24 hours after bid opening.

## INSTRUCTIONS TO BIDDERS

**BID REGISTRATION:** Only registered plan holders will be permitted to submit a bid for the project. To register to bid on this project, email Bob Cerasuolo, Park Services Manager, at [bobc@pvrpd.org](mailto:bobc@pvrpd.org) at least 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR MEL VINCENT PRE-FABRICATED RESTROOM PROJECT, SPEC NO. MV-1**

**BID FORM:** All bids shall be submitted on the Bid Forms provided herein for the **MEL VINCENT PRE-FABRICATED RESTROOM PROJECT, SPEC NO. MV-1**. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Other provisions or requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

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

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

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

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

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

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

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

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

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



**BID FORM**

**FIRM NAME:** \_\_\_\_\_

**POINT OF CONTACT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**FOR THE**

**MEL VINCENT PRE-FABRICATED RESTROOM PROJECT**

**SPEC NO. MV-1**

**FISCAL YEAR 2018-2019**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**C-1**

**BID FOR THE**  
**MEL VINCENT PRE-FABRICATED RESTROOM** \_\_\_  
**PROJECT**

**SPEC NO. MV-1**

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as "**MEL VINCENT PRE-FABRICATED RESTROOM PROJECT, SPEC NO. MV-1**" which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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

CY .....Cubic yard  
EA .....Each  
LF .....Linear foot  
LS .....Lump sum  
SF .....Square foot  
SY .....Square yard  
TON .....Ton

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "**MEL VINCENT PRE-FABRICATED RESTROOM PROJECT, SPEC NO. MV-1**", for the sum set forth in the following schedule:

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

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**MEL VINCENT PRE-FABRICATED RESTROOM PROJECT  
SPEC NO. MV-1**

**BID SCHEDULE**

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

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

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_

## RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

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

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

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

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Signature of Bidder

Dated \_\_\_\_\_

**BID BOND**  
(10% of the Bid Amount)

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

(By)

\_\_\_\_\_

(Title)

ATTEST:

\_\_\_\_\_

(Surety)

\_\_\_\_\_

(Address)

\_\_\_\_\_

\_\_\_\_\_

(By)

\_\_\_\_\_

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ \_\_\_\_\_

**NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

## INFORMATION REQUIRED OF BIDDERS

**The bidder is required to supply the following information.**

(Additional sheets may be attached if necessary.)

(1) Address: \_\_\_\_\_

(2) Telephone: \_\_\_\_\_

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

(4) Contractor's State License Classification \_\_\_\_\_ Expiration date \_\_\_\_\_

(5) Corporate organized under the laws of the State of: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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



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

Date of Inspection: \_\_\_\_\_

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

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

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

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

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

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

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

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

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

(a) Date: \_\_\_\_\_

(b) Name of person or group: \_\_\_\_\_

(c) Job involved (if applicable): \_\_\_\_\_

(d) Nature of threats: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Additional comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(TO ACCOMPANY BID)**

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

**QUESTIONNAIRE**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

# CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn, deposes  
**Name**

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

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

\_\_\_\_\_  
**Contractor's State License Number and Classification**

\_\_\_\_\_  
**License Expiration Date**

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

Subscribed at: \_\_\_\_\_  
(City and County, State)

on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
State License Number and Classification

\_\_\_\_\_  
Street Address City State Zip Code

\_\_\_\_\_  
Telephone Number



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

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

## **AGREEMENT**

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

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

**ARTICLE I:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "MEL VINCENT PRE-FABRICATED RESTROOM PROJECT, SPEC NO. MV-1;" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

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

**ARTICLE III:** All work to be done under this contract shall be completed within **SIXTY (60) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the District Engineer, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

Dated \_\_\_\_\_, 2019

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

Dated \_\_\_\_\_, 2019

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

(Attach acknowledgment for each  
Authorized Representative of Contractor.)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



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

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

**MEL VINCENT PRE-FABRICATED RESTROOM PROJECT**

**SPEC NO.MV-1**

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

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

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

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

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

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

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ **CONTRACTOR** \_\_\_\_\_ **SURETY**

\_\_\_\_\_  
ADDRESS OF SURETY

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

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

**Labor Code Section 3700**

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

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

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

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

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

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

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**CONTRACTOR**

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

---

TITLE

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



## **APPRENTICESHIP REQUIREMENTS**

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

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

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

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

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

### **NOTICE**

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

## PLEASANT VALLEY RECREATION & PARK DISTRICT

### GENERAL PROVISIONS

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

The building will be an 8-foot by 18-foot with two single restroom stalls each having a toilet and sink along with the plumbing chase. The prefabricated restroom building specialist will provide to the District or their general contractor final building design architectural drawings and engineering calculations under the responsibility of a licensed structural engineer, in compliance with all local, state and federal codes. The design/build supplier shall construct the building offsite as a permanently relocatable building, transport it to the final required destination, and install the building turnkey, (to 6' from the building footprint). It will be on the District or general contractor to prepare pad per the drawings included in this bid. (the "Work").

**LOCATION OF WORK:** The work will take place at 668 Calistoga St, in Camarillo, California.

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

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

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

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

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

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

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

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

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

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

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

or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties

shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

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

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

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

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

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

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

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

**CONSTRUCTION WORKING HOURS:** The Contractor's regular hours of work will be from 7:00 AM to 5:00 PM on all work days as defined in Section 6-7.2 (S.S.P.W.C.).

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

## **SPECIAL PROVISIONS**

### **PLEASANT VALLEY RECREATION & PARK DISTRICT**

### **MEL VINCENT PRE-FABRICATED RESTROOM PROJECT**

#### **SPEC NO. MV-1**

#### **FISCAL YEAR 2018-2019**

#### **1. GENERAL**

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

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

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

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



**C. SCOPE AND CONTROL OF THE WORK:**

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

**2.5 PLANS AND SPECIFICATIONS**

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

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

2-5.4 Record Drawings. All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

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

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

**D. COMPLETION OF WORK:**

(1) All work to be done under this contract shall be completed within sixty (60) **consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Engineer.

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

**E. FINAL INVOICE AND PAYMENT:**

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

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

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

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

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

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

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

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

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

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**P. CHANGES IN WORK:**

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

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

] **Q. CONTROL OF MATERIALS:**

4-1 MATERIALS AND WORKMANSHIP

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

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

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not



comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

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

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

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

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

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

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

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

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

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

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

**U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:**

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

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

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

or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **"20104. Application of article; provisions included in plans and specifications**

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

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

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

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

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

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

**"20104.2. Claims; requirements; tort claims excluded**

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

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

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

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

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

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

receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## **Y. DELAYS AND EXTENSIONS OF TIME**

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

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

## **Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

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

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

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

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

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

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

## **2. PUBLIC CONVENIENCE AND SAFETY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**F. AIR POLLUTION CONTROL**

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

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

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

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

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

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

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

**I. WORK HOURS:** The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Engineer.

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

**J. CONSTRUCTION YARD:** It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer and must be free of objectionable material. The Contractor must submit to the Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Engineer. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite

and if such location is used, it shall be submitted in writing and approved by the District Engineer. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

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

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

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

# TECHNICAL PROVISIONS

## PLEASANT VALLEY RECREATION & PARK DISTRICT

### MEL VINCENT PRE-FABRICATED RESTROOM PROJECT SPEC NO. MV-1

#### **A. General, Specifications and Clarification of Prefabricated Building and Site Installation**

1. This portion of the bid specifications does not follow the CSI standard format as the prefabricated structure in this bid is an **off-site constructed "product"** and not "typical" general construction.
2. The **installation of the product on-site is general construction** which must be coordinated between the District or their general contractor and the supplier. Specifications for the building foundation/pad shall be provided herein by the specified design/build supplier. Due to the responsibility of the specified building supplier for architecture, engineering and a five-year warranty, the site pad/foundation must meet the suppliers design so the pad and building can be considered from a single source for warranty purposes. The supplier must accept the pad and compactions tests before they take responsibility for the entire system under their warranty.

#### **B. Architectural Design/Engineering and Insurance Responsibility**

1. While the District has provided bid specifications and a design for the building, the building design/build supplier remains legally responsible for architecture, engineering, and all applicable building, safety, health, fire, and accessibility code compliance. Since they hold professional design responsibility to the District, the building supplier must furnish certification that they provide product liability insurance in the amounts required by the general specifications **to cover property damage and personal injury**. Final drawings shall be stamped by a California engineer and California Department of Housing and Community Development, suitable for local permitting.

#### **C. Errors and Omissions Insurance**

1. The building design/build supplier must also provide an additional Professional Architectural and Engineering Errors and Omissions insurance, in the minimum amount of \$2,000,000, **to cover claims against the District or their general contractor for State and Federal ADA handicapped accessibility and other design/engineering code issues**. This Errors and Omission Policy must remain in effect for 5 years from the completion and District acceptance of the project. Products liability insurance (since it does not cover professional design responsibility only) will be insufficient for this bid and will be cause for rejection of the bidder.

#### **D. Insurance for the Building offsite, while in transit, and/or on site until turn over and final District acceptance**

1. The supplier may request invoicing for a percentage of building completion in-plant,



monthly. Under UCC law, this means that the supplier is turning over responsibility for the portion invoiced to the District, yet the building will not be on the District's property and may not be covered by the District's insurance. Therefore, the building supplier must provide a separate insurance policy insuring the District and their general contractor as additionally insured for liability, damage and/or vandalism to the building while in the manufacturing facility, while in transit, and/or while in storage at a certified bonded storage facility or at the final project site for up to \$200,000 for each prefabricated building module, until the building is final accepted by District.

**E. District or General Contractor Coordination with Design/Build Supplier**

1. The specified prefabricated public restroom building requires coordination between the District or their general contractor (who prepares the site pad and delivery access for the prefabricated storage building) and the prefabricated restroom building supplier (who completes the architectural design, engineering, off-site building construction, delivery and installation on site.) The specified prefabricated restroom building specifications include unique components/systems which are custom to the restroom building supplier. Since the restroom supplier is responsible for design, additional insurance requirements for errors and omissions is required.

**F. District or General Contractor, General Scope of Work**

1. The District or their general contractor for this project is responsible for the site survey and staking the building location, finished slab survey elevations and marking on site, construction and compaction of the required building pad; access to the site for a large crane and tractor trailers delivering the prefabricated building; providing water, sewer, and power at a point of connection (POC) within 6 feet of the building and at the depth required by the building subcontractor and local code; and the installation of any sidewalks outside the building footprint.
2. The District or their general contractor is responsible for verification to the building subcontractor design/build firm that there are no unanticipated site delivery issues such as overhead wires, trees, tree roots, or existing grade changes and that prevent a clear path of travel between a roadway and the final site exists for a tractor trailer and crane to expedite delivery. The design/build supplier requires that the District or their general contractor certify that the required delivery crane must be able to set the building module/modules within 35' distance from the center of the building to the center of the crane hoist.

**G. Supplier/Prefabricated Restroom Building, General Scope of Work**

1. The prefabricated restroom building specialist will provide to the District or their general contractor final building design architectural drawings and engineering calculations under the responsibility of a licensed structural engineer, in compliance with all local, state and federal codes. The design/build supplier shall construct the building offsite as a permanently relocatable building, transport it to the final required destination, and install the building turnkey, (to 6' from the building footprint) on District or general contractor prepared pad per the drawings included in this bid.

## H. Licensing:

The supplier must comply with all the State of California; Department of Housing and Community Development, prefabricated "Commercial Modular Requirements" as follows:

1. The building *manufacturer* must be licensed by the State of California, Department of Housing and Community Development as a manufacturer.
2. The selling dealer (if applicable) must be a California licensed dealer and present their license for verification with the bid.

The licensed dealer must also possess a State of California Contractors License Board Class B License and present their license for verification with the bid.

## I. Bid Standard for the Prefabricated Restroom Building

1. The District may also allow other firms to become qualified to bid but any firms so authorized to bid must comply with the bid specifications and plans or be subject to post bid rejection.
2. In order to provide full and open competition, other firms may request approval as "or equal." **The following items must be provided to the District in accordance with substitution requirements outlined in the project specifications.** Failure to supply these items will result in bid rejection.
  - a) Or Equal applicant shall provide with their bid submission, scaled floor plans and elevations, to show general architectural design criteria is met.
  - b) Or Equal applicant shall provide with their bid submission, a written list of each and every deviation from the published bid specifications/plans. Lack of specificity to each deviation from the bid specifications will be cause for rejection.
  - c) Or Equal applicant shall provide with their bid submission, manufacturer's certification of test compliance from a national independent testing laboratory (within the past year) to support the claim for absorption resistance of the slab type that will be used in their proposed restroom. The written report must state the concrete compressive strength (minimum of 7,000 PSI) and absorption resistance (not greater than 3%) per ASTM standard #C39 and #C642, respectively.
  - d) Or Equal applicant must provide a list of every building they designed and built over the last 3 years utilizing the same building materials/systems design criteria as published in this bid. Provide date of building bid, date of completion, and most knowledgeable District contact.
  - e) Or equal applicant shall provide certification of the special insurance required in this bid.
  - f) Or Equal applicant shall be responsible for and bear all cost for architecture, plan checks, design and structural engineering and all fees in obtaining approvals and permits from applicable agencies.
3. Precast Concrete Structures will not be accepted.
4. The District or their consultant will be solely responsible for the decision to accept or reject the "or equal" submission.

**J. Certificate of Off-site Inspection and Construction Compliance, Provision for Maintenance Manuals, and Warranty**

1. The off-site restroom construction requires that a licensed third party inspection firm provide the District and the local building official with certification and compliance for the building with the approved plans and specifications. A certificate of compliance shall be issued by this inspector to the local building official to provide certification that the building meets and or exceeds the approve plans and applicable codes.
2. At the project conclusion, the building supplier shall furnish two sets of complete maintenance manuals including a trouble shooting guide, location of manufacturers of key components for replacement parts together with final as-built plans, and a **five (5) year warranty** to the District or general contractor.

**K. Site Scope of Work by District or Their General Contractor**

The District or general contractor shall prepare the restroom building sub grade pad to receive the prefabricated building in accordance with the bid drawings.

1. The building pad shall be excavated to 14” deep from the final building concrete slab elevation in accordance with the drawing titled “foundation pad design.”
2. The building pad shall meet a 90% compaction in lifts using class II base for the first four inches and coarse sand for the last two inches of the pad, leaving the finished sub grade pad elevation at finished floor, minus 8”.
3. The District or general contractor shall provide water point of service at 30” below finished building slab; sewer at 24” below the finished building slab; and electrical at 36” below the finished building slab or other per bid plans.
4. District or their general contractor shall coordinate with restroom supplier to provide full site delivery access for a 70’ tractor-trailer and hydro crane to the final building site.
5. If the final site access is over existing sidewalks, utilities, or landscaping, the District or their general contractor shall be responsible for plating and or tree trimming, utility line removal, or other to protect any existing conditions.
6. The hydro crane must be able to locate no greater than 35’ from the center point of the building to the center point of the crane.
7. The utilities shall be furnished per bid site plans at specified points of connection (POC) nominally 6’ from the building line.
8. District or their general contractor shall furnish and install final grading, landscaping and sidewalks.

**M. Connection to Utilities**

1. The restroom subcontractor will furnish Electrical, Water, and Sewer at the proper POINT OF CONNECTION AND AT THE PROPER ELEVATION BELOW GRADE, for this project. Restroom subcontractor shall provide final hook up of the water from building to POC; sewer hookup to POC; and electrical sleeve from building panel to POC only. Final utility connections shall be by District, their general contractor, or others. District or their general contractor shall flush the water lines thoroughly before making final water connection to the building.

#### **N. Concrete Slab, Required Independent Testing Laboratory Certification**

1. The prefabricated building slab special concrete technology claims to be water and urine resistant for life due to special additive technology. The building subcontractor must furnish a test certification of compliance from a national independent testing laboratory to support the claim for absorption resistance. The written report must state the concrete compressive and absorption per ASTM standard #C642 and #C39 respectively. Since this non-absorbency capability is so significant, the design/build subcontractor must provide a general certification of compliance with the above standards.

#### **O. Prefabricated Restroom Building**

1. The District has evaluated several prefabricated restroom building suppliers. This bid requires such a building be used in lieu of site built traditional construction because of the unique built-in advantages guaranteed by the design/build firm. This technology includes many new innovations such as non-absorbent concrete; anti-microbial components to reduce health risks; built in vandal resistance design; lowered maintenance and long term warranties that reduce District risk for failure. The specifications below are written around this new technology.

#### **P. Mat Engineered Concrete Building Slab/Foundation**

1. The mat engineered 8" thick slab/foundation shall be engineered and constructed to withstand the transportation weight of the building without cracking and to resist absorption from any liquids deposited on the surface. The concrete slab shall be constructed inside a steel angle curb, reinforced with dual mats (tension and compression,) and poured with a custom concrete formula with special admixtures to create a finished slab that is water proof for life.
2. Perimeter Steel Curb: 5/16" 50,000 kip steel 6" X 6" welded continuous angle.
3. Rebar Steel Mat: Two layers of 40,000 tensile steel rebar in varying sizes per engineers requirements, including a perimeter structural continuous grade beam design inside the exterior steel angle and at any other location deemed by the engineer of record as required for the use intended. In coastal locations or when required for corrosion resistance rebar shall be epoxy coated or fiberglass to resist permanent corrosion. Rebar mats shall be wire tied to code with a minimum of three turns of the wire and overlaps shall be minimum of 15 diameters for any connection.
4. All slab openings shall be surrounded with two layers of steel collars as required by the engineer of record to stop corner cracking and to reinforce the openings for lifting.
5. 1" thick by 3" minimum length threaded nuts shall be welded to the steel perimeter frame with continuous 1/4" fillet welds. Nuts shall be welded to common steel plates per the engineer of records design and attached to the interior steel rebar structural mats.
6. The engineer of record shall provide lifting locations with sufficient reinforcement to allow the safe lifting of the entire designed weight of the structure with dual 1" steel bolts and washers at each lifting location. The number of lifting locations with each location fitted with removable 3/4" 8" X 8" 50,000 tensile strength steel angles shall be determined by the engineer of record.
7. The slab shall be poured over a 1" thick steel plate table. The concrete mix design shall not exceed a 3" slump and shall be stinger vibrated for maximum consolidation. All floors shall slope to any floor drains within each room and if no floor drain is present the floor should

not slope. The surface shall be a very light broom that should meet a coefficient of friction on the surface of .06. Birdbaths shall be cause for rejection.

8. The steel perimeter angle will remain below the concrete surface by nominal two inches to prevent corrosion. After the site concrete sidewalks are poured, the joint shall be full flow sealed with self-leveling grey urethane caulk to prevent penetration of water into the joint.
9. The building shall be designed for future relocation and shall provide protection for the lifting openings in the mat slab so that the threaded openings will be available for future use if needed.
10. The building system shall be designed for placement on an District or their general contractor site prepared class 2 building pad/and or footings as required by code, per the bid drawings, suitable for 1500 pounds soil bearing capacity minimum. Any soils survey (if necessary) shall be by District or engineer of record.

#### **Q. Exterior & Interior Masonry Block Walls**

1. The exterior walls shall be 4" thickness per State of California codes or engineering for wind and seismic. The interior walls shall be 4" block to ceiling height.
2. The 8" mat engineered concrete slab shall be cured a minimum of 7 days. Holes for vertical dowels shall be drilled into the mat engineered slab avoiding any grade beams or other structural reinforcement. Once the holes are drilled, blow out the remaining material and using two-part structural epoxy, wet set the #3 or #4 vertical rebar (as specified on the engineering calculations into holes drilled to the depth per the engineer of record requirements. Each rebar shall be held vertical to allow equal epoxy support to each dowel during the drying period. Engineering calculations require that rebar shall be installed in each concrete block center void or every block hole. The engineered uplift on each rebar shall be sufficient to restrain any load imposed on the masonry block wall for vertical rebar pull out from the concrete mat engineered slab.
3. The block walls shall be nominal 8" x 16" CMU. The building corners shall have special corner return block that matches the exterior finish and creates a uniform appearance. All 4" CMU shall be custom fabricated with an enlarged interior hole for placement of the grout and vertical rebar.

#### **R. Roof System**

1. The roof structure shall be 2" x 6" wood rafters at 24" on center with 5/8" OSB sheathing, and ice and water shield membrane with 26 gauge standing seam metal roof panels, color selected by District. The rake and fascia shall be 14 gauge formed steel painted in a color selected by District. The rake and fascia shall be 14 gauge formed steel painted in a color selected by District.
2. Roof shall be designed per plans to reduce vandals climbing on roof and to obtain proper ventilation size openings for the gables to provide fan-free ventilation.
3. The restroom ventilation screens (described in a following section) shall be attached to the truss frames and non-removable by vandals. Roof color shall be determined by District.

#### **S. Interior Wall Finish**

1. Interior precision CMU block masonry walls shall be smoothed to a pebble grain finish with 2-4 mil layers of 7-day curing block fillers and painted with two additional 4 mil layers of industrial high solids (white) industrial grade enamel.

## **T. Exterior Wall Finish, Masonry and Gable**

1. The building exterior finishes shall be split face 8" x 16" CMU to wall height per the exterior elevations in the bid plans. The block shall be coated with 2-4 mil layers of special 7-day curing block fillers and painted with two additional layers of industrial high solids, gloss enamel to a 4 mil thickness. Color to be selected by District.

## **U. Gable Ventilation System**

1. Shall be woven ¼" X 1" X 1", 316T, stainless steel woven crimp-stop wire mesh set into grooved channels within the CMU block with a stainless steel channel at the connection to roof structure.

## **V. Doors and Gates**

1. The restroom entry doors shall be 7'-0" high, custom fabricated, 14 gauge steel; reinforced with 14 gauge steel ribs welded at 6" intervals on each face, concealed; reinforced with a welded plate for door closer mounting; hung on a single continuous, 1 million cycle, aluminum gear hinge with stainless steel vandal resistant screws at nominal 4" on center. The doors shall weigh nominally 176 lbs each for a 36" X 84" door. Custom fabricated 14 gauge steel door jambs with 4" steel heads shall be welded to the steel cap beam and be solid filled with 3000 psi masonry grout mix.
2. All entry doors shall have a 1/8" thick plate stainless steel "Z-shaped" anti-microbial pull handles with integral latch guard (latch guard on concession entry door and utility chase door only) and Schlage B-600 series commercial series dead bolts.
3. The door closer (restroom entry doors only) shall be "LCN" heavy duty #4210 Series, fastened to a structural reinforced door plate per door manufacturer design. Stainless steel vandal resistant fasteners shall be used on all hardware.
4. Stainless steel vandal resistant fasteners shall be used on all hardware.

## **W. Specialties**

All specialty washroom equipment shall be commercial grade stainless steel fastened securely to walls with vandal resistant stainless steel screws to avoid removal by vandals as follows:

1. Toilet paper holder shall be a covered two-roll, 18 gauge stainless steel. Toilet paper holders shall be attached to block walls with 4 epoxy bedded vandal resistant stainless steel fasteners.
2. Stainless steel grab bars to code shall be 1 ¼" minimum exposed fastener vandal resistant design and installed at each accessible water closet.
3. Cast Aluminum ADA compliant signs shall be recessed into block surface flush with masonry exterior. Signs shall have raised pointed Braille tips and shall be blind secured with epoxy adhesive and stainless steel fasteners.
4. Baby Changing Stations shall be the Foundations Horizontal Surface Mount W/ Polyethylene Body W/ Full Stainless Wrap, #5410339.
5. Hand Dryer: Shall be Dyson Airblade V

## **X. Plumbing**

1. Building shall be fully compliant with the following codes:
  - a) All applicable State of California Building Codes. Latest edition applicable.

- b) California Plumbing Code. Latest edition applicable.
2. GENERAL: All components and fabrications shall be designed to reduce life cycle maintenance, be compatible with current maintenance spare parts, and shall be listed in a spare parts/maintenance manual (two copies) delivered in utility chase of building.
  3. WATER PIPING: Shall be type L copper above grade and type K with silver solder below grade. All water piping shall be designed and constructed with high and low point drain fittings. All piping shall be mounted on Uni-strut wall brackets with neoprene isolators, to code.
  4. WATER PRESSURE GAUGE/VALVE COMBO: install three commercial grade industrial water pressure gauges, isolation ball valves, 10 micron water filter with clear canister and check valve.
  5. PLUMBING FAUCETS, ISOLATION VALVES AND ACTUATORS: All fixtures except those with flush valves shall be isolated with ball valves for each fixture, concealed hydraulic button-type flush valves, and metered push-button type lavatory faucets.
  6. DWV PIPING: DWV piping shall be concealed behind the wall. DWV piping shall be PVC DWV, solvent welded, for all concealed piping. A cast iron no hub DWV vent pipe with a cast iron roof mounted vandal cap vent shall be required, through the roof.
  7. REMOVABLE PIPE TRAPS: All floor drain, sink drain, and waste traps shall be removable for maintenance. Floor drains shall be trapped behind the wall in the utility chase using a combination waste and vent system. Floor drains shall be increased two pipe sizes over standard to allow code use. All surface mounted utility chase piping shall be mounted on Uni-strut with plastic isolators to code. Sink drain traps shall be concealed behind the utility chase walls where maintenance staff can access all plumbing.
  8. PLUMBING FIXTURES: Plumbing fixtures shall be 14 gauge 316 stainless steel manufactured by Acorn. Toilets shall be wall hung, rear discharge, with concealed push button flush valves. Toilet seats shall be black solid core plastic, non-flammable construction with continuous stainless steel concealed self-checking hinges. Lavatories shall have concealed remote traps behind the mechanical wall. Schedule of fixtures:
    - a. Water Closets: Acorn Penal-Ware, 1675-W-1-HET-FVBO-ADA-PFS
    - b. Water Closet Flush Valve: Zurn Z6143AV-HET-BG-7L
    - c. Lavatories: Acorn Penal-ware 1652LRB-1-DMS-03-M
  9. FLOOR GRATES: Removable 350 lbs per square foot pultruded fiberglass non-skid floor grates shall be installed over every opening in the utility chase for OSHA protection/compliance.
  10. HOSE BIB: There shall be one Woodford 24-P hose bib provided in the utility chase.
  11. HOSE REEL: One commercial grade hose reel with capacity for 75' X 3/4" commercial heavy duty hose and nozzle shall be hung in mechanical room for cleaning of restrooms. One 75' x 3/4" commercial hose shall be furnished.

## **Y. Electrical**

1. GENERAL: Electrical system and components shall be commercial grade or better and piping conduits shall be installed on commercial Uni-strut wall hangers. Interior and exterior electrical lighting fixtures in public areas shall provide lifetime manufacturer's warranty.
2. PANEL/WIRING: One 100 amp, three phase main industrial grade Panel Board, Square

"D" QO series, shall be mounted in the utility chase in the restroom building. All breakers shall be plug-on type, minimum 10,000 A.I.C. RMS (Sym) at 120/240 vac. Wiring shall be stranded copper wire #12 min in EMT piping with screw fittings.

3. PIPING: All piping shall be surface mounted to the masonry block walls with minimum of 2" fastener penetration. EMT conduit shall be compression type. Main panel shall maintain a 30" X 36" safety code required clear space, floor to 6' above finished floor.
4. EXTERIOR LIGHTING: Luminaire YWP610, LED, vandal resistant, high-impact polycarbonate lens fixtures shall be installed per plans
5. INTERIOR LIGHTING: Luminaire SWP1212, LED, vandal resistant high-impact polycarbonate lens fixtures shall be installed in the restrooms per plans The utility chase shall have one (1), 4' single-tube LED fixture, suitable for wet locations, with a single switch at door entry.
6. LIGHTING CONTROL: All exterior restroom lighting shall be controlled by a photo cell mounted 8' high on the utility chase/restroom wall. Two (2) bypass switches shall be located in the utility chase (one for interior lighting and one for exterior lighting), so maintenance staff can check operation during daylight hours. Integral occupancy sensors shall control the interior lighting.
7. ELECTRICAL OUTLETS: (1) commercial spec grade dedicated GFCI in the utility chase.
8. HAND DRYER: Shall be Dyson Airblade V
9. WATER HEATER (Restroom Lavatories): Shall be a Stiebel DHC-E-8 tankless located in the utility chase

#### **Z. Shipping Protection**

The building, while traveling over roads to the destination may encounter inclement weather or road grime that could require substantial cleaning when it arrives on site. The building shall be shrink-wrapped before transportation and sufficiently strong to arrive at the District site intact for exterior finish protection. Materials removed on site shall be disposed of and recycled by restroom building install staff.

#### **AA. Certifications**

Building shall be certified in compliance with the plan approval by the State of California, Department of Housing and Community Development and shall be delivered with an applied insignia in compliance with all State regulations. The local building authority shall provide site inspections for the underground mechanical piping and final connections, footings, and access issues outside the restroom footprint. Restroom building subcontractor shall also furnish 5 year warranty, certifications for the concrete slab specification compliance, and maintenance manuals for the building and components.

**END OF SECTION**



APPENDIX A

**CONSTRUCTION DRAWINGS**

**N/A**

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Fil Santos, Accounting Specialist**

**DATE: April 3, 2019**

**SUBJECT: CLEAN POWER ALLIANCE (CPA) - DEFAULT RATE  
TIER OPTION SELECTION**

**SUMMARY**

Starting May 2019 non-residential customers of Southern California Edison (SCE) in Camarillo will automatically become customers of Clean Power Alliance (CPA), a Community Choice Aggregator of electrical power.

The Pleasant Valley Recreation and Park District will have the option based on the amount of renewable energy provided of either accepting the default tier rate, changing to another renewable tier rate, or opting out of CPA altogether and remaining a customer of SCE.

**BACKGROUND**

In 2002, the successful passage of AB 117 authorized communities to provide electricity to all customers within their jurisdiction by becoming a Community Choice Aggregator (CCA). Under the law, local governments can combine (aggregate) the electric loads of their constituents to produce or purchase electricity at a lower cost. The investor owned utilities will continue to deliver the power over their transmission and distribution lines, maintain powerlines, and provide customer service and consolidated billing. The CCA will purchase and sell the electricity. Electricity customers are automatically enrolled as customers of the CCA unless they exercise their right to opt out of the program and remain customers of their electrical utility (i.e., Southern California Edison).

On January 24, 2018, the Camarillo City Council introduced Ordinance No. 1150 approving the Joint Powers Agreement for Los Angeles Community Choice Energy (LACCE) authority and authorized implementation of a community choice aggregation program.

On February 1, 2018, the community choice aggregation program (which had been operating under the working name Los Angeles Community Choice Energy, or LACCE) was renamed the Clean Power Alliance (CPA) to better reflect the organization and its goals.

In February 2019, by law, all current Camarillo Southern California Edison (SCE) customers became customers of CPA, a Community Choice Aggregator of electrical power. The Camarillo City Council selected the default tier rate (based on amount of renewable energy provided) of 36% Lean Power Renewable Energy that all customers will initially be enrolled in with CPA. Electric customers now have the option of either accepting the default tier rate, changing to another renewable energy tier rate, or opting out of CPA altogether, and returning as a customer of SCE.

**ANALYSIS**

The Clean Power Alliance (CPA) is a Community Choice Aggregator (CCA), established as a Joint Powers Authority (JPA) of 31 local governments in Los Angeles County and Ventura

County, including the City of Camarillo. As a CCA, CPA purchases electricity and sells it to customers, while Southern California Edison (SCE) is responsible for delivery, billing, and for resolving any service issues. To date, CPA has launched service to seven out of ten cities in Ventura County. In February 2019, CPA phased in all residential customers in its service territory, **and in May 2019, CPA will phase in all remaining non-residential customers.**

On August 16, 2018, the CPA Board of Directors (Board) adopted a default rate tier structure with options. The table below depicts the renewable energy rate options available to jurisdictions and provides a comparison of the CPA’s renewable energy options and costs relative to Southern California Edison’s renewable energy rates. Within each of the renewable energy rate tier options shown below, there are a variety of specific rates offered to match the rate schedules offered by SCE.

<b>Rate Options</b>	<b>Cost Relative to SCE Rates</b>
Lean Power 36% Renewable Energy Content	1% - 2% Overall Bill Discount to SCE Base Rate
Clean Power 50% Renewable Energy Content	0% - 1% Overall Bill Discount to SCE Base Rate
Green Power 100% Renewable Energy Content	7% - 9% Overall Bill Premium to SCE Base Rate for non-CARE Customers (at least 5% Overall Bill Discount to SCE 100% Renewable Option) Parity with SCE Base Rate for CARE and Other Low-Income Customers

On March 8, 2019, Clean Power Alliance Regional Affairs Manager, Karen Schmidt met with Mary Otten, Bob Cerasuolo, Leonore Young and Fil Santos. Ms. Schmidt discussed the history of CPA along with the generation, delivery of the utility and the function of SCE in this JPA. Below is a table showing a snapshot general comparison of the annual electricity cost based on the 2018 rate and usage between CPA and SCE.

Pleasant Valley Recreation and Park District  
Annual Electricity Cost/Usage - 2018

<b>Rate Option</b>	<b>Discount</b>	<b>Amount</b>
SCE Base Rate	N/A	\$211,104
Lean Power – 36% Renewable Energy	1% Discount	\$208,993
Clean Power–50% Renewable Energy	0% - 1% Discount	\$211,104
GreenPower–100% Renewable Energy	9% Premium	\$230,103

On March 20, 2019, CPA Regional Affairs Manager, Karen Schmidt was invited back to make a presentation at the Finance Committee meeting. Ms. Schmidt discussed the history of CPA, its role and function in the electricity market and the continuing function of SCE in this JPA.

The District currently has two options: 1) Opting Out – opting out of CPA and remaining with SCE, or 2) Default to CPA – if the District does not opt out prior to the first meter reading in May then the default provider will become CPA.

The California Public Utilities Commission (CPUC) recently approved SCE's rate increase. Since these rate increases will also impact Clean Power Alliance customers, it will adjust rates as needed to ensure current savings/premium do not change and all CPA's rates remain competitive to SCE rates. The changes to CPA rates are scheduled to be available on their website the second week of April 2019. Once available, PVRPD can run a rate comparison to see if it is beneficial for the District to enroll or switch to CPA as its electricity supplier or remain a SCE customer. If the District were to opt out before or within 60 days of Clean Power Alliance service, the District can return to SCE at any time. After the initial 60-day period, SCE may require that the District remain a customer for a minimum of twelve months.

### **FISCAL IMPACT**

The fiscal impact will be based on the decision of the Board if it elects to remain a customer of SCE or opt in with CPA at a selected tier level. There is no penalty for staying with SCE at this time outside of a potential cost-savings of one to two percent with CPA. However, if the Board chooses to become a CPA customer and then switches back to SCE for any reason, the following charges may apply:

- Within 60 days after service starts, a one-time \$0.50 per account processing fee will be assessed.
- More than 60 days after service starts, a one-time \$0.50 per account processing fee will be assessed and the District can select two options:
  - Return to SCE service as soon as possible. Under this option, the District will be subject to SCE's transitional bundled service (TBS) rates during the first six months back with SCE. TBS rates are based on current electricity market rates, which could be lower or higher than SCE's standard bundled rates and are subject to change by SCE throughout the six-month period. After six months, the District will be returned to SCE's standard rates.
  - Return to SCE service after six months advance notice to SCE. Under this option, the District would continue to receive service from CPA for the six-month period. After six months, the District would be transferred to SCE's standard bundled rates. The District will not be subject to TBS rates while with CPA.
- If the District accounts stay with CPA for less than 60 days and the District switches back to SCE, the District will need to provide CPA a six month notice of intent to return to CPA services.
- If the District accounts stay with CPA more than 60 days and the District switches back to SCE, the District will need to provide CPA a twelve month notice of intent to return to CPA services.

### **RECOMMENDATION**

It is recommended the Board approve Opting Out of Clean Power Alliance and remain with SCE until District staff can run a rate comparison. It is also recommended the Finance Committee review the results of the rate comparison between SCE and CPA and send the item to the full Board for discussion and recommendation to determine if PVRPD should remain a SCE customer or opt in to become a CPA customer.

### **ATTACHMENTS**

- 1) Clean Power Alliance Handouts (8 pages)

# Pleasant Valley Recreation and Park District Annual Electricity Cost\*



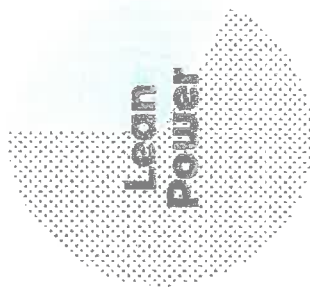
\* Estimated comparison based on 2018 SCF rates and usage.



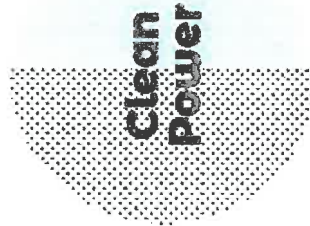
# Clean Power Alliance offers choices

**Three rate options to suit the needs of your family or business**

Your community's default selection



**Lean Power** provides 36% renewable energy content at the lowest possible cost, 1-2% more affordable as compared to Southern California Edison 2019 rates



**Clean Power** provides 50% renewable energy content that is 0-1% more affordable as compared to SCE's 2019 base rates



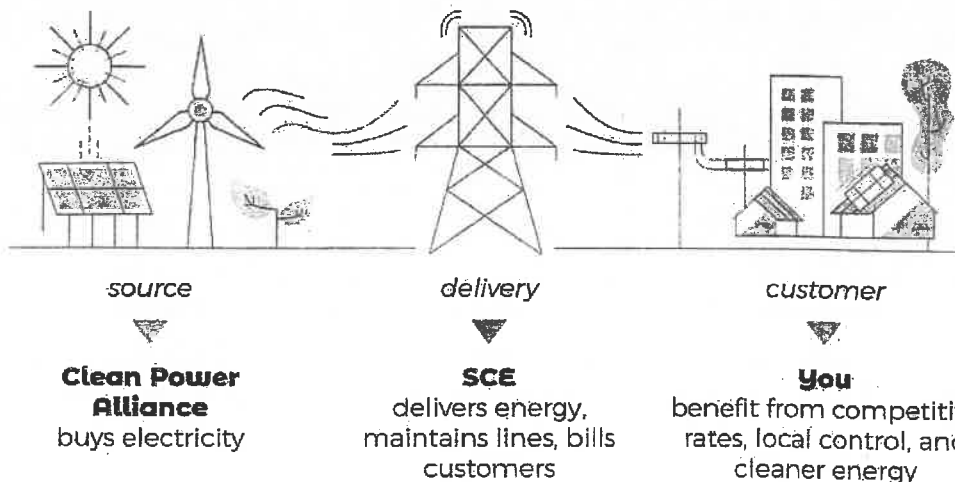
**100% Green Power** provides 100% renewable energy content and allows you to support the environment, at a 7-9% overall bill premium to SCE's 2019 base rates

## Clean renewable energy at competitive rates

Clean Power Alliance is California's new locally operated, electricity provider for communities across Los Angeles and Ventura counties, offering clean renewable energy at competitive rates.

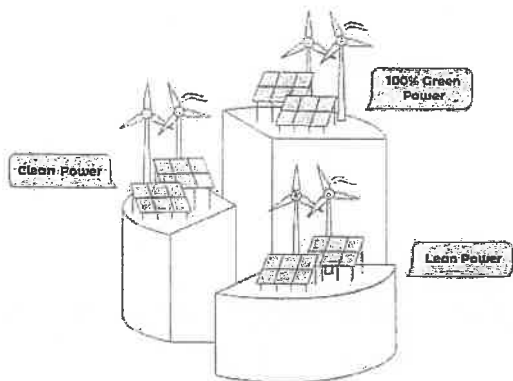
### How does it work?

Clean Power Alliance will purchase clean power, and Southern California Edison (SCE) will deliver it through its existing utility lines. Nothing else changes—SCE will continue to deliver power to your home or business, send just one bill, and be responsible for resolving any electricity service issues.



### When will we start service?

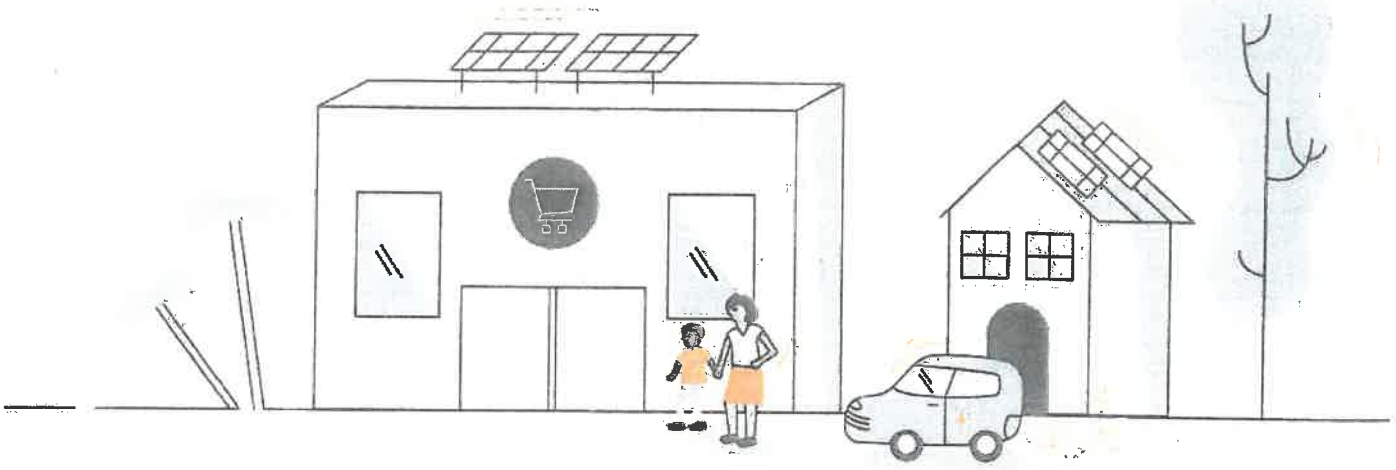
Clean Power Alliance currently serves commercial and municipal customers in unincorporated Los Angeles County, Rolling Hills Estates, and South Pasadena. In February 2019, we will expand service to residential customers across the entire Clean Power Alliance service territory. In May 2019, commercial customers who have not already started service will start service with Clean Power Alliance.



### What are your options?

Clean Power Alliance offers three rate options designed to suit the diverse needs of our communities. **Lean Power** offers 36% renewable content at the lowest possible cost, with the added benefit of local management and control. **Clean Power** offers 50% renewable content and the opportunity to support building a cleaner future, all at cost competitive rates. **100% Green Power** offers 100% renewable content and the opportunity to lead the way to a greener future!

You don't have to do anything to be enrolled in the rate option selected by your community, but you can always choose a different rate option that suits you or your family best.



### What is our service territory?

Clean Power Alliance will soon serve approximately one million customers across Southern California, including unincorporated Los Angeles County, unincorporated Ventura County and the cities of Agoura Hills, Alhambra, Arcadia, Beverly Hills, Calabasas, Camarillo, Claremont, Carson, Culver City, Downey, Hawaiian Gardens, Hawthorne, Malibu, Manhattan Beach, Moorpark, Ojai, Oxnard, Paramount, Redondo Beach, Rolling Hills Estates, Santa Monica, Sierra Madre, Simi Valley, South Pasadena, Temple City, Thousand Oaks, Ventura, West Hollywood, and Whittier.

### What changes and what stays the same?

Stays the same
SCE delivery & grid reliability
SCE billing
SCE account services
SCE rebates & incentives
Call SCE to start or stop service
Receive one bill each month

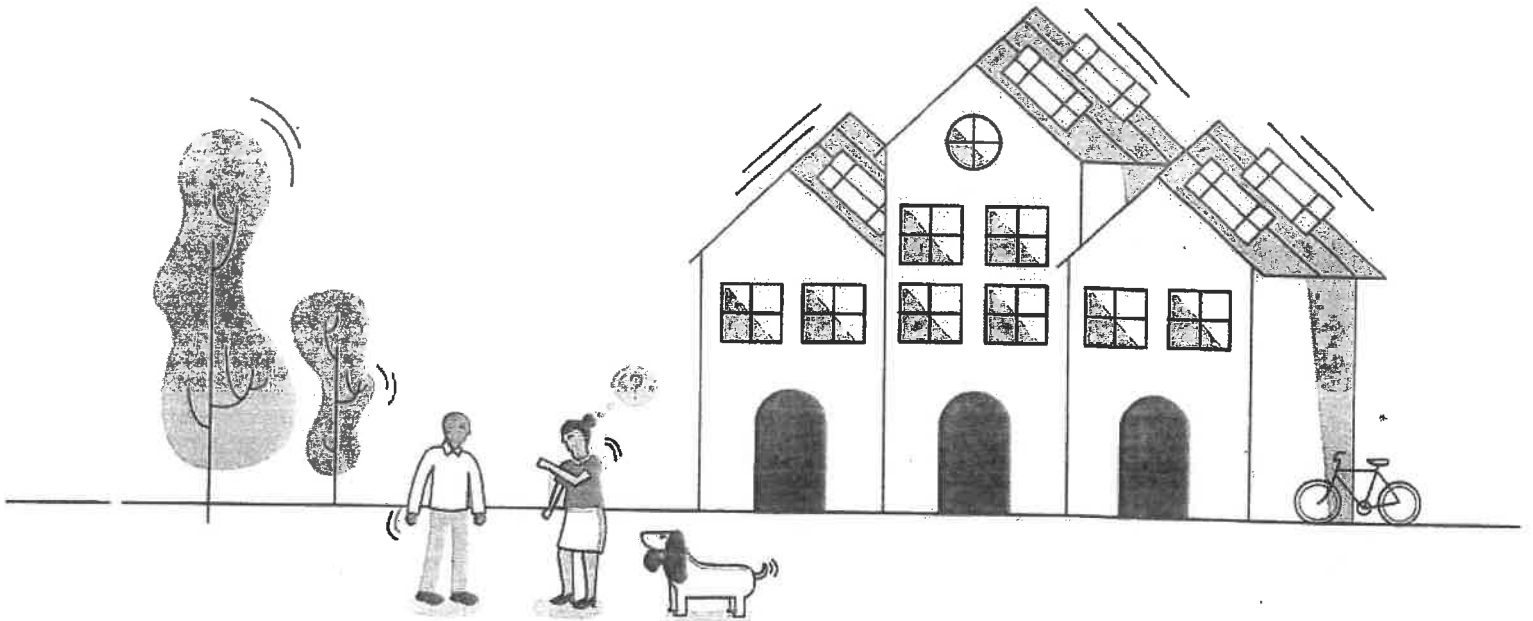
New
Competitive pricing
Choice of energy providers
Higher renewable content
Lower greenhouse gas emissions
Local management & control
Shape future incentives & programs

### Have questions?

Visit [www.cleanpoweralliance.org](http://www.cleanpoweralliance.org)

Contact us at [customerservice@cleanpoweralliance.org](mailto:customerservice@cleanpoweralliance.org)  
or 888-585-3788





## Understanding Your Bill

Utility bills can be confusing, but Clean Power Alliance strives to keep it simple. Southern California Edison (SCE) will still send your monthly bill, but instead of SCE charges for both electricity supply *and* electricity delivery, your bill will show Clean Power Alliance charges for electricity supply and SCE charges for delivery.

**Clean Power Alliance is NOT an added fee; we will simply replace SCE's electricity supply charges.**

# Components of Your Electricity Bill

- Customer Account:** Your SCE-assigned customer account number identifies your account. Please have your customer account number on hand if you would like to make changes to your Clean Power Alliance service.
- Service Account:** Your SCE and Clean Power Alliance service account numbers will both be listed in this section. SCE assigns an additional service account number to track Clean Power Alliance charges.
- Energy Usage:** The amount of energy you used in the billing period, measured in kilowatt hours (kWh).
- SCE Rate:** Your SCE rate determines how you are charged for the delivery of electricity. Your Clean Power Alliance electricity supply rate may not always match this one because Clean Power Alliance offers simplified, consolidated rate options.
- SCE Delivery Charges:** SCE's charges for the delivery of electricity. They include the cost of moving energy from the grid to your home or business and maintaining the electric lines.
- CCA Cost Responsibility Surcharge:** SCE's charge to recover costs of power purchased on your behalf before joining Clean Power Alliance. You may have heard of the PCIA, or Power Charge Indifference Adjustment, referred to as an "exit fee" for CCA customers. The PCIA and other surcharges are always included in our cost comparisons.

**Your electricity bill**  
Page 1 of 6

For billing and service inquiries  
1-800-874-2356  
www.sce.com

**SOUTHERN CALIFORNIA EDISON**  
An EDISON INTERNATIONAL Company

**Customer Account:**  
2-01-581-0000

**Date bill prepared:**  
06/28/18

**Amount due \$175.48**  
**Due by 07/17/18**

**Your account summary**

Previous Balance	\$61.57
Payment Received (06/08/18)	\$91.57
Balance forward	\$0.00
Your new charges	\$123.93
<b>Total amount you owe by 07/17/18</b>	<b>\$175.48</b>

**Summary of your billing detail**

Service account	Service address	Billing period	Your rate	New charges
3-000-0000-71	Los Angeles, CA	06/28/18 to 06/28/18	DOMESTIC (R-2E)	\$121.83
3-048-0000-42	1234 Main St Los Angeles, CA	06/25/18 to 06/28/18	DOMESTIC	\$53.65
				<b>\$175.48</b>

**Your past and current electricity usage**

For meters from 06/25/18 to 06/28/18  
Total electricity you used this month in kWh: 830

Your next billing cycle will end on or about 07/28/18.

Your daily average electricity usage (kWh)

2 Years ago	16.06	Last year	21.31	This year	26.50
06/25/16	06/25/17	06/25/18	06/25/19	06/25/20	06/25/21

**Details of your new charges**

Your rate: DOMESTIC (SCE)  
Billing period: 06/25/18 to 06/01/18 (7 days Winter Season)  
06/01/18 to 06/28/18 (25 days Summer Season)

<b>Delivery charges - Cost to deliver your electricity</b>	
Shut-charge	32 days x \$0.03100
Energy-Winter	76 kWh x \$0.08208
Tier 1 (100% of baseline)	56 kWh x \$0.15485
Energy-Summer	400 kWh x \$0.08380
Tier 1 (100% of baseline)	318 kWh x \$0.15570
Tier 2 (101% to 400%)	
<b>CCA cost responsibility surcharge</b>	
PCIA	850 kWh x \$0.01994
DMR Bond Charge	850 kWh x \$0.00549
CTC	850 kWh x \$0.00075
<b>Other charges or credits</b>	
Generation Mutual Surcharge	\$0.66
Subtotal of your new charges	\$121.83
<b>Your new charges</b>	<b>\$175.48</b>

Your Delivery charges include:  
 \* \$13.30 transmission charges  
 \* \$2.78 distribution charges  
 \* \$0.05 nuclear decommissioning charges  
 \* \$3.33  
 \* \$3.75 conservation incentive  
 \* \$10.80 public purpose programs change  
 \* \$4.88 new system generation charge  
 Your overall energy charges include:  
 \* \$1.10 franchise fees  
 (Continued on next page)

**Additional Information:**

- Service voltage: 240 volts
- Your winter baseline allowance: 78.0 kWh
- Your summer baseline allowance: 400.0 kWh
- High Usage Charge applies to all usage above 100% of baseline allowance
- Generation Municipal Surcharges (GMS) Index: 0.060095
- 2014 Voltage CRS

Year Total Usage	Tier 1	Tier 2	High Usage Charge
850 kWh	470 kWh	374 kWh	0 kWh
	\$0.08/kWh	\$0.18/kWh	\$0.25/kWh
Year Total Usage: 850 kWh			

High Usage Charge - Learn more at [www.sce.com/highuse](http://www.sce.com/highuse)

**Things you should know**

**SUMMER/WINTER BASELINE CHARGES...**  
 This billing cycle falls between the summer baseline season (which runs from June 1st through September 30th) and the winter baseline season (which runs from October 1st through May 31st). Therefore, you will see two sets of Baseline Charges in the Details section of your bill, reflecting your usage during both the winter and summer baseline seasons. Please note that you were not charged twice for your usage. For more information about baseline seasons, please visit [www.sce.com/baseline](http://www.sce.com/baseline).

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**Usage Tier**  
 For residential customers, this section indicates the highest tier you are being charged. If your electric use is more than your Tier 1 Allowance, which is set by state law, and crosses into Tier 2, the price you pay per kWh will increase. Customers who use more than 4 times their Tier 1 Baseline Allowance will be charged a High Usage Surcharge.

8

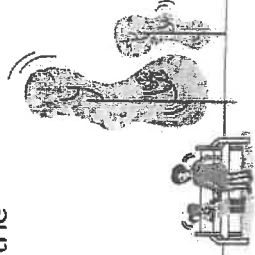
**Clean Power Alliance Rate**  
 Your Clean Power Alliance rate determines how you are charged for electricity supply/generation. Your Clean Power Alliance electricity rate may not always match your SCE one because Clean Power Alliance offers simplified, consolidated rate options.

9

**Clean Power Alliance Generation Charges**  
 Clean Power Alliance's charge for the generation of electricity. This section notes the Clean Power Alliance rate option currently selected for your account (i.e. Lean Power, Clean Power, or 100% Green Power). These charges replace fees that SCE would collect if they were providing your generation service. This is NOT an additional charge.

10

**Energy Surcharge**  
 This charge applies regardless of your electricity provider. It is collected from all electricity customers statewide on behalf of the California Energy Commission.



**SUPPLY/GENERATION**  
**CLEAN POWER ALLIANCE**  
 supplies your electricity

Service account: 3-048-0000-82  
 Service address: 821 Main St, Los Angeles, CA 90009  
 Billing outage: Group 1001

**Details of your new charges**

CLEAN POWER ALLIANCE	
Your rate: DOMESTIC	
Service Account: 3-048-0000-82	
Billing period: 06/25/18 to 06/29/18 (02 days)	
Generation (Supply) Charges: 50%	\$53.30
RENEWABLE GENERATION ENERGY SURCHARGE	\$0.25
Sub-Total of CPA Generation (Supply) Charges	\$53.55
Your New Charges	\$53.55

**Things you should know**

Clean Power Alliance Information  
 FOR MORE DETAIL ON YOUR CLEAN POWER ALLIANCE ENERGY BILL, CALL US AT 888-955-5788

1 Page 5 of 6

## **Clean renewable energy at competitive rates**

Clean Power Alliance is California's new locally operated electricity provider for communities across Los Angeles and Ventura counties, offering clean renewable energy at competitive rates.

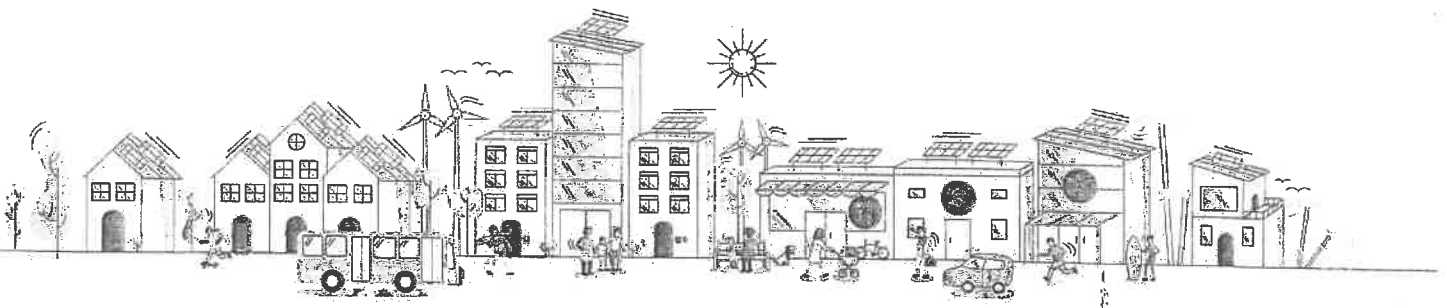
### **What is our service territory?**

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### **When will we start service?**

Clean Power Alliance currently serves commercial and municipal customers in unincorporated Los Angeles County, Rolling Hills Estates, and South Pasadena. In February 2019, service will expand to residential customers across the entire Clean Power Alliance service territory. In May 2019, commercial customers within the Clean Power Alliance service territory who have not already started service will start service with Clean Power Alliance.

**Have questions?** Visit [cleanpoweralliance.org](http://cleanpoweralliance.org) or contact us at [customerservice@cleanpoweralliance.org](mailto:customerservice@cleanpoweralliance.org) or 888-585-3788.



**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: April 3, 2019**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION  
NO. 622 APPROVAL OF CAPITAL IMPROVEMENTS  
MID-YEAR BUDGET ADJUSTMENTS FOR FY 2018-2019**

**SUMMARY**

The fiscal year 2018-2019 capital improvements (capital) budget was adopted in July 2018. After six months or half way through the fiscal year, staff reviews the budget line items and determines if any type of adjustment needs to take place to bring the budget more in line with projected revenue or expense for June 30, 2019. Staff reviewed the capital budget in January however, there were multiple projects underway. At this time more projects have been approved, completed and/or close to completion, so staff is now bringing back mid-year adjustments for the capital budget. Currently, staff is asking the Board to review the budget adjustments and approve the mid-year capital projects revisions.

**BACKGROUND**

The Fiscal Year 2018-2019 Capital Improvements Budget was approved July 5, 2018. The budget was developed by staff and reviewed and approved by the Board of Directors. The budget is adjusted at mid-year when there are changes in budget line items which represent noteworthy changes. The mid-year budget is reviewed and analyzed by staff and the General Manager before going to the Board for any budget adjustment approvals. Staff again reviewed the budget in March 2019 and determined the below listed line items either went over budget or will go over budget upon completion. Budget revisions during the fiscal year are consistent with accounting practices and recommended by the District's auditors.

**ANALYSIS**

Currently, the Capital Improvements budget is at 99% due to multiple projects going over the projected budget given to the Board at the July 2018 board meeting. At this meeting, \$403,400 was approved by the Board for Capital Projects (Fund 10) along with the carry-over from prior year (\$81,000) of the Springville Dog Park Wall project which has a remaining balance of \$74,300 at year end June 30, 2018. After a recent review of the capital budget, staff determined that six of the capital improvement projects have exceeded or were going to exceed the budgeted amount, along with adding a new capital item in the amount of \$228,538. This new capital item is for the architect firm (LPA) that will be designing the Community Center/Gymnasium/Senior Center. This cost will be split between the City of Camarillo and the District with the District paying the invoices at 100% and then asking the City of Camarillo for reimbursement of 50% of the invoice. Staff is requesting a total of \$306,019 for capital improvements budget adjustments.

### Capital Improvement Budget Adjustments

Project Name	Budgeted Amount	Amount Spent	Budget Adjustment Requested
Springville Dog Park Wall	\$ 74,300	\$ 84,993	\$ 10,693
Pool Resurfacing	\$135,000	\$161,615	\$ 26,615
Pool Slide	\$ 40,000	\$ 56,070	\$ 16,070
Bob Kildee Restroom Roof	\$ 15,000	\$ 15,613	\$ 613
Freedom Park Restroom Roof	\$ 18,000	\$ 23,460	\$ 5,460
Pitts Ranch Park Pavilion	\$ 64,000	\$ 82,030	\$ 18,030
LPA Architects – Community Center/Gymnasium/Senior Center	\$ 0.00	\$ 0.00	\$228,538
<b>TOTALS</b>	<b>\$346,300</b>	<b>\$423,781</b>	<b>\$306,019</b>

Park Dedication Fees (Fund 30):  
No Mid-Year Budget Adjustments

**FISCAL IMPACT**

There is no direct impact to the revenue versus expense, but there is an impact in the available cash for capital improvement projects. Capital currently has \$2,094,710 available for projects, therefore there are unallocated funds to cover the budget request.

**STAFF RECOMMENDATION**

It is recommended the Board review and Adopt Resolution No. 622 Approval of Mid-Year Capital Improvements Budget Adjustments for FY 2018-2019.

**ATTACHMENTS**

- 1) Capital Improvements (1 page)
- 2) Resolution No. 622 (1 page)

**Capital Improvements Budget  
FY 2018-2019  
Fund 10**

<b>Description</b>	<b>Account</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Budget Change</b>	<b>New Budget</b>
Equip/Facility Replacement	8420	\$ -	\$ 7,000.00		\$ 7,000.00
Springville Dog Park Wall	8436	\$ 84,992.99	\$ 74,300.00	\$ 10,693.00	\$ 84,993.00
Pool Plaster/Fiberglass Resurf	8448	\$ 161,614.26	\$ 135,000.00	\$ 26,615.00	\$ 161,615.00
Pool Slide Metal Support	8449	\$ 56,069.33	\$ 40,000.00	\$ 16,070.00	\$ 56,070.00
Bob Kildee Restroom Roof	8450	\$ 15,613.00	\$ 15,000.00	\$ 613.00	\$ 15,613.00
Freedom RR/Concession Roof	8451	\$ 23,459.60	\$ 18,000.00	\$ 5,460.00	\$ 23,460.00
Charter Oak Tree Windrow	8452	\$ 10,062.50	\$ 10,000.00		\$ 10,000.00
PV Fields Painting Phase I	8453	\$ 14,500.00	\$ 15,000.00		\$ 15,000.00
Comm Ctr Exterior Restrooms	8454	\$ 18,671.54	\$ 40,000.00		\$ 40,000.00
Bob Kildee Irrigation Pump	8455	\$ 6,240.15	\$ 10,000.00		\$ 10,000.00
Mtr EnclosurEncnt,Fhill,Adolf	8456	\$ 23,999.15	\$ 24,000.00		\$ 24,000.00
Arneill Rnch Park Picnic Area	8457	\$ 23,507.52	\$ 25,400.00		\$ 25,400.00
Pitts Ranch Park Pavilion	8458	\$ 82,029.33	\$ 64,000.00	\$ 18,030.00	\$ 82,030.00
LPA Architects	TBD		\$ -	\$ 228,538.00	\$ 228,538.00
<b>Capital</b>		<b>\$ 520,759.37</b>	<b>\$ 477,700.00</b>	<b>\$ 306,019.00</b>	<b>\$ 783,719.00</b>

**RESOLUTION NO. 622**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, APPROVING AND ADOPTING THE MID-YEAR CAPITAL IMPROVEMENTS BUDGET ADJUSTMENTS FOR FISCAL YEAR 18-19**

**WHEREAS**, the final Capital Improvements Budget for FY 2018-2019 was approved by the Pleasant Valley Recreation and Park District Board on July 5, 2018.

**WHEREAS**, on February 6, 2019 the recommended amended Capital Improvements mid-year budget for fiscal year 2018-2019 was presented to the Board, and

**WHEREAS**, the Board has considered the recommended amendments.

**NOW THEREFORE**, the Board of Pleasant Valley Recreation and Park District hereby resolves that:

1. The 2018-2019 Capital Improvements Budget amendments as attached hereto including estimated capital improvements are hereby approved and adopted effective April 3, 2019.
2. The General Manager is authorized to make expenditures conforming with the Capital Improvements Budget and to make adjustments between the various projects within the capital account, limited to the total amount budgeted for said capital improvement projects.

**PASSED AND ADOPTED** by the Board of Directors of Pleasant Valley Recreation and Park District this 3<sup>rd</sup> day of April 2019, by the following vote:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

\_\_\_\_\_  
Robert Kelley, Chairman, PVRPD Board of Directors

**ATTESTED:**

\_\_\_\_\_  
Dr. Neal Dixon, Secretary, PVRPD Board of Directors



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

**TO: BOARD OF DIRECTORS**

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

**DATE: April 3, 2019**

**SUBJECT: LUMP SUM VS MONTHLY CALPERS UNFUNDED  
LIABILITY PAYMENT**

**SUMMARY**

Pleasant Valley Recreation and Park District is required to make payments to the California Public Employees Retirement System (PERS) annually toward the PERS Unfunded Accrued Liability (UAL). These payments can be made either monthly during the fiscal year or one annual payment during the fiscal year. Due to cash constraints in the past the District has made monthly payments, but recently over the past few years the District has been able to make one annual payment which allows the District to forego the interest expense that is added to the payment if made monthly.

**BACKGROUND**

Due to poor returns on investments in the prior years, California Public Employment Retirement System (CalPERS) has implemented an Unfunded Accrued Liability (UAL) for all CalPERS agencies to pay. This system allows agencies to either pay one annual lump sum which is due July 31<sup>st</sup> of each year or monthly payments that are due over a period of 12 months during the fiscal year. If the District opts to pay the UAL monthly, the interest rate charged to the District would be 7.25%.

For fiscal year 2015-2016 and 2016-2017, the District made monthly payments to CalPERS to ensure there would be adequate cash on hand to cover the District's financial obligations until the December tax apportionment was deposited. For fiscal year 2017-2018 and 2018-2019, the District made the lump sum annual payment and did not have to borrow to meet the expenses through December.

In February 2018 the CalPERS board voted to shorten the period over which actuarial gains and losses are amortized from 30 years to 20 years for the new pension liabilities. This change will take effect on June 20, 2019. CalPERS made the policy change because it was concerned that the prior amortization schedule payments on the liabilities would not cover the interest accrual. CalPERS hopes that by reducing the amortization period the unfunded liability is expected to increase funding ratios and provide a faster recovery of the funds. This decision of having a shorter amortization period will increase the contributions the District will need to make in the future to CalPERS as well as the lump sum payments.

The discount rate is what CalPERS assumed would be earned with their \$352.15 billion dollar investment. This component is used in calculating the amount of money contributed by those who are part of the CalPERS system. Interest rates were not as high as projected and have not been for quite some time. Currently, more money is going out in pensions than coming in for

the following reasons: CalPERS has a low funded status, the decline in the number of active workers supporting retirees, and a low-return investing environment.

**ANALYSIS**

In fiscal year 2018-2019 the District made an annual required lump sum payment of \$284,833 for the 2.5%@55, \$1,316 for the 2%@60 and \$411 for the 2%@62 plans, totaling \$286,560. In February 2019 additional payments of \$26,217 were made to the 2@60 plan and \$5,937 to the 2@62 plan and were approved as part of the budgeting process in July of 2018. The additional payments brought the 2@60 plan to \$0.00 unfunded liability and the 2@62 plan within \$5,619 of paying off the current unfunded liability. By paying the \$5,619, both the 2@60 and 2@62 plans would be at \$0.00 for the unfunded liability.

Currently there are two options for making this payment to CalPERS for fiscal year 2019-2020:

1. Lump Sum Total - \$342,941 for 2.5%@55
2. Lump Sum Total - \$0.00 for 2@60
3. Lump Sum Total - \$5,619 for 2@62
4. Monthly Payments - \$30,072.56 for a total of \$360,870.72

If the District opted for the lump sum payment, this would equal a savings of \$12,310.72

The Board should also consider the timing of the receipt of the tax apportionment from the County. This fiscal year (2018-2019) was the third year the District did not have to borrow funds from its Capital Fund. The general fund balance in December 2018 was approximately \$228,667. If the Board approves the lump sum options, staff does not foresee having to borrow from the Capital Account but for precautionary measures may bring a request to borrow from Capital if needed in the December 2019 Board Meeting.

The below table shows how quickly the unfunded liability is increasing for the District. Both June 30, 2018 and June 30, 2019 plans are shown:

<b>Plan</b>	<b>Unfunded Liability June 30, 2018</b>	<b>Unfunded Liability June 30, 2019</b>	<b>Over 30 Year Period</b>
2.5% @ 55	\$5,377,685	\$5,267,641	\$10,316,035
2% @ 60	0	0	0
2% @ 62	\$8,374	\$5,619	\$5,619

**FISCAL IMPACT**

The fiscal impact for fiscal year 2019-2020 is as follows if the District follows the 30 Year Amortization Schedule:

<b>Plan</b>	<b>Rate</b>	<b>Unfunded Liability Payment Lump Sum</b>
2.5% @ 55	10.823%	\$342,941
2% @ 60	8.081%	\$0.00
2% @ 62	6.985%	\$5,619

Using the budget work papers calculations for fiscal year 2019-2020 (which will go before the Board in the budget workshops scheduled for April and May), the cost of CalPERS retirement is estimated to cost \$348,560.

**RECOMMENDATION**

It is recommended the Board approve for staff to pay CalPERS an annual payment for fiscal year 2019-2020 for the unfunded liability.

**ATTACHMENT**

- 1) CalPERS Amortization Schedules (3 pages)

## Amortization Schedule and Alternatives

Date	<u>Current Amortization Schedule</u>		<u>Alternate Schedules</u>			
	Balance	Payment	15 Year Amortization		10 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2019	5,267,641	355,155	5,267,641	478,991	5,267,641	653,289
6/30/2020	5,281,741	392,407	5,153,494	492,762	4,972,988	672,071
6/30/2021	5,258,284	433,638	5,016,810	506,929	4,637,522	691,393
6/30/2022	5,190,428	465,460	4,855,544	521,504	4,257,725	711,271
6/30/2023	5,084,696	477,996	4,667,494	536,497	3,829,807	731,720
6/30/2024	4,958,317	491,739	4,450,283	551,921	3,349,687	752,757
6/30/2025	4,808,542	505,876	4,201,350	567,789	2,812,972	774,399
6/30/2026	4,633,269	520,420	3,917,937	584,113	2,214,933	796,663
6/30/2027	4,430,225	535,382	3,597,071	600,906	1,550,480	819,567
6/30/2028	4,196,967	550,774	3,235,551	618,182	814,133	843,129
6/30/2029	3,930,856	566,609	2,829,930	635,955		
6/30/2030	3,629,054	582,899	2,376,495	654,238		
6/30/2031	3,288,501	599,657	1,871,251	673,048		
6/30/2032	2,905,903	592,658	1,309,898	692,398		
6/30/2033	2,502,815	584,760	687,808	712,304		
6/30/2034	2,078,682	566,531				
6/30/2035	1,642,678	535,807				
6/30/2036	1,206,883	232,590				
6/30/2037	1,053,508	217,452				
6/30/2038	904,690	201,252				
6/30/2039	761,860	194,759				
6/30/2040	615,400	200,358				
6/30/2041	452,523	158,205				
6/30/2042	321,491	149,510				
6/30/2043	189,965	119,409				
6/30/2044	80,076	62,276				
6/30/2045	21,387	17,894				
6/30/2046	4,406	4,563				
6/30/2047						
6/30/2048						
<b>Totals</b>		<b>10,316,035</b>		<b>8,827,537</b>		<b>7,446,259</b>
<b>Interest Paid</b>		<b>5,048,394</b>		<b>3,559,896</b>		<b>2,178,618</b>
<b>Estimated Savings</b>				<b>1,488,498</b>		<b>2,869,777</b>

\* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2017. For Projected Employer Contributions, please see page 5.

## Amortization Schedule and Alternatives

Date	Current Amortization Schedule		Alternate Schedules			
	Balance	Payment	15 Year Amortization		10 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2019	26,912	1,855	26,912	2,447	26,912	3,338
6/30/2020	26,942	2,376	26,329	2,517	25,407	3,434
6/30/2021	26,435	2,008	25,630	2,590	23,693	3,532
6/30/2022	26,272	2,406	24,807	2,664	21,752	3,634
6/30/2023	25,685	2,546	23,846	2,741	19,566	3,738
6/30/2024	24,911	2,619	22,736	2,820	17,113	3,846
6/30/2025	24,005	2,694	21,464	2,901	14,371	3,956
6/30/2026	22,956	2,771	20,016	2,984	11,316	4,070
6/30/2027	21,750	2,851	18,377	3,070	7,921	4,187
6/30/2028	20,374	2,933	16,530	3,158	4,159	4,307
6/30/2029	18,814	3,017	14,458	3,249		
6/30/2030	17,053	3,104	12,141	3,342		
6/30/2031	15,074	3,193	9,560	3,439		
6/30/2032	12,860	3,285	6,692	3,537		
6/30/2033	10,390	3,380	3,514	3,639		
6/30/2034	7,643	3,219				
6/30/2035	4,864	2,622				
6/30/2036	2,501	1,989				
6/30/2037	623	645				
6/30/2038						
6/30/2039						
6/30/2040						
6/30/2041						
6/30/2042						
6/30/2043						
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
<b>Totals</b>		<b>49,513</b>		<b>45,099</b>		<b>38,042</b>
<b>Interest Paid</b>		<b>22,601</b>		<b>18,187</b>		<b>11,130</b>
<b>Estimated Savings</b>				<b>4,414</b>		<b>11,471</b>

\* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2017. For Projected Employer Contributions, please see page 5.

## Amortization Schedule and Alternatives

Date	Current Amortization Schedule		Alternate Schedules			
	Balance	Payment	15 Year Amortization		10 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2019	12,469	667	12,469	1,134	12,469	1,546
6/30/2020	12,683	922	12,199	1,166	11,772	1,591
6/30/2021	12,647	1,192	11,876	1,200	10,978	1,637
6/30/2022	12,329	1,114	11,494	1,234	10,079	1,684
6/30/2023	12,070	1,286	11,049	1,270	9,066	1,732
6/30/2024	11,613	1,323	10,535	1,307	7,929	1,782
6/30/2025	11,085	1,361	9,945	1,344	6,659	1,833
6/30/2026	10,479	1,400	9,274	1,383	5,243	1,886
6/30/2027	9,789	1,440	8,515	1,422	3,670	1,940
6/30/2028	9,007	1,482	7,659	1,463	1,927	1,996
6/30/2029	8,126	1,524	6,699	1,505		
6/30/2030	7,136	1,568	5,626	1,549		
6/30/2031	6,030	1,613	4,430	1,593		
6/30/2032	4,796	1,660	3,101	1,639		
6/30/2033	3,425	1,707	1,628	1,686		
6/30/2034	1,906	1,626				
6/30/2035	360	373				
6/30/2036						
6/30/2037						
6/30/2038						
6/30/2039						
6/30/2040						
6/30/2041						
6/30/2042						
6/30/2043						
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
<b>Totals</b>		<b>22,258</b>		<b>20,896</b>		<b>17,627</b>
<b>Interest Paid</b>		<b>9,789</b>		<b>8,428</b>		<b>5,158</b>
<b>Estimated Savings</b>				<b>1,363</b>		<b>4,633</b>

\* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2017. For Projected Employer Contributions, please see page 5.

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Megan Hamlin, Administrative Analyst**

**DATE: April 3, 2019**

**SUBJECT: NOMINATIONS FOR CANDIDATE FOR CSDA BOARD  
OF DIRECTORS, SEAT B**

**SUMMARY**

The California Special Districts Association (CSDA) is seeking Special District Board Members or their General Managers for the CSDA Board of Director Seat B 2020-2022 term.

**BACKGROUND**

The leadership of CSDA is elected from its six geographical networks. Each network has three seats on the Board with staggered 3-year terms. The CSDA Board of Directors is the governing body responsible for all policy decisions related to member services, legislative advocacy, education and resources. A candidate must attend all board meetings, usually 4-5 meetings annually in Sacramento; participate on at least one committee which meets 3-5 times a year; attend Special District Legislative Days and the CSDA Annual Conference; and complete four modules of CSDA's Special District Leadership Academy within 2 years of being elected.

The District is located within the Coastal Network which spans from Ventura County up to and including Santa Cruz County. Currently, General Manager Jeff Hodge from the Santa Ynez Community Services District is the incumbent whose term is expiring and who is running for reelection for the Coastal Network.

**ANALYSIS**

The Board can choose to nominate a Board Member or the General Manager for this seat and a copy of the minutes action and Candidate Information Sheet need to be received by April 17, 2019. Electronic ballots will be emailed to the District on June 17, 2019 and it must be received by August 9, 2019. Successful candidates will be notified no later than August 14, 2019 and will be introduced at the CSDA Annual Conference in Indian Wells, CA in September 2019.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**RECOMMENDATION**

It is recommended the Board provide direction regarding nominations for CSDA Seat B.

**ATTACHMENTS**

- 1) CSDA Nomination Information (5 pages)



**California Special  
Districts Association**

*Districts Stronger Together*

**DATE:** February 15, 2019  
**TO:** CSDA Voting Member Presidents and General Managers  
**FROM:** CSDA Elections and Bylaws Committee  
**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS  
SEAT B**

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The Elections and Bylaws Committee is looking for independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2020 - 2022 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

**Commitment and Expectations:**

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.  
*(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).*
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.  
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.  
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*



**Nomination Procedures:** Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is April 17, 2019. Nominations and supporting documentation may be mailed, faxed, or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814  
Fax: 916.442.7889  
E-mail: [amberp@csda.net](mailto:amberp@csda.net)

Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on June 17, 2019. All votes must be received through the system no later than 5:00 p.m. August 9, 2019. The successful candidates will be notified no later than August 13, 2019. All selected Board Members will be introduced at the Annual Conference in Anaheim, CA in September 2018.

#### **Expiring Terms**

(See enclosed map for Network breakdown)

**Northern Network** Seat B-Greg Orsini, GM, McKinleyville Community Services District\*  
**Sierra Network** Seat B-Ginger Root, GM, Lincoln Rural County Fire Protection District \*  
**Bay Area Network** Seat B-Ryan Clausnitzer, SDA, GM, Alameda County Mosquito Abatement District\*  
**Central Network** Seat B-Tim Ruiz, GM, West Niles Community Services District  
**Coastal Network** Seat B-Jeff Hodge, SDA, GM, Santa Ynez Community Services District\*  
**Southern Network** Seat B-Bill Nelson, Director, Orange County Cemetery District  
(\* = Incumbent is running for re-election)

#### **AGAIN, THIS YEAR!**

**This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. Electronic Ballots will be emailed to the main contact in your district June 17, 2019. All votes must be received through the system no later than 5:00 p.m. August 9, 2019.**

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail [Amberp@csda.net](mailto:Amberp@csda.net) by April 17, 2019 in order to ensure that you will receive a paper ballot on time.*

**CSDA will mail paper ballots on June 17 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. August 9, 2019.**

The successful candidates will be notified no later than August 14, 2019. All selected Board Members will be introduced at the Annual Conference in Anaheim, CA in September 2019.

If you have any questions, please contact Amber Phelen at [amberp@csda.net](mailto:amberp@csda.net).



**California Special  
Districts Association**  
*Districts Stronger Together*

## 2019 BOARD OF DIRECTORS NOMINATION FORM

**Name of Candidate:** \_\_\_\_\_

**District:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Network:** \_\_\_\_\_ (see map)

**Telephone:** \_\_\_\_\_  
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

**Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Nominated by (optional):** \_\_\_\_\_

**Return this form and a Board resolution/minute action supporting the candidate  
and Candidate Information Sheet by fax, mail, or email to:**

CSDA  
Attn: Amber Phelen  
1112 I Street, Suite 200  
Sacramento, CA 95814  
(877) 924-2732      (916) 442-7889 fax

amberp@csda.net

***DEADLINE FOR RECEIVING NOMINATIONS – April 17, 2019***



## 2019 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: \_\_\_\_\_

District/Company: \_\_\_\_\_

Title: \_\_\_\_\_

Elected/Appointed/Staff: \_\_\_\_\_

Length of Service with District: \_\_\_\_\_

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

\_\_\_\_\_  
\_\_\_\_\_

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

\_\_\_\_\_  
\_\_\_\_\_

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

\_\_\_\_\_  
\_\_\_\_\_

4. List civic organization involvement:

\_\_\_\_\_  
\_\_\_\_\_

**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after April 17, 2019 will not be included with the ballot.**



California Special Districts Association  
**DISTRICT NETWORKS**



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

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